



NDMC
Toll Free No
1533

New Delhi Municipal Council

PALIKA KENDRA, SANSAD MARG, NEW DELHI-110001

NDMC
311
Mob. App



Notice inviting e-Tender for bio-methanation plant

Tender ID No. 2016_NDMC_104548_1

Name of the work: Supply, installation, commission and comprehensive operation and maintenance (O&M) for ten years of one number of Bio-methanation Plant of 500 Kg per day using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, New Delhi on quality and cost based selection (QCBS).



Cost of Tender Document	:	Rs. 1000
Earnest Money	:	Rs. 2.30 Lakh
Date of Release of Tender	:	30/04/2016
Date, time and venue for Pre-bid meeting	:	09/05/2016 (11:00 A.M.) Council Room, 3 rd Floor Palika Kendra, NDMC, Sansad Marg, New Delhi
Last date and time for receipts of bids	:	24/05/2016 (03:00 P.M.)
Opening of Technical Bids	:	24/05/2016 (03:30 P.M.)

Medical Officer of Health
E-mail: moh@ndmc.gov.in
Ph.: 011-23742752

For more details, refer www.ndmc.gov.in and <https://govtprocurement.delhi.gov.in>

NOTE: To participate in e-Tender, registration with e-Tendering system, Govt. of NCT of Delhi is mandatory.

To be the global Benchmark for a Capital City



New Delhi Municipal Council

e-TENDER NOTICE

FOR

Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)

(TENDER NO:)

PART- I

(TECHNO-COMMERCIAL PART)

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CHAPTER-1

RFP / NOTICE INVITING TENDER (NIT)

Notice Inviting Tender (NIT)

SUBJECT: Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)

TENDER NO: _____

1. INTRODUCTION

NDMC is one of the five urban local body in National Capital Territory of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. The NDMC is governed by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, and the Member of Legislative Assembly of New Delhi and Delhi Cantonment Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of National Capital Territory of Delhi. However, there is about 16-20 lakhs floating population in daytime which possess challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi, the area which was historically regarded as the centre of Union of India. It also consists of important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and others. In addition to this, NDMC area also comprises of the Embassy area. The strategic geo-political location of the NDMC area and its history makes the area extremely important. Efficient functioning of the municipal body is, thus, extremely important.

NDMC's main responsibilities are –

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution organization for water and electricity. Its municipal solid waste is 100% scientifically disposed off.

NDMC's TRANSFORMING INTO A SMART CITY

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Challenge Phase I.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus: **“To be the Global Benchmark for a Capital City”**

One of the unique characteristic of NDMC area is that it has 48% of green cover. This gives the provision for NDMC to utilize organic waste to produce energy in the form of biogas.

Biogas (biomethane) is primarily methane gas which is generated from an anaerobic digestion of organic wastes by microorganisms. It is a relatively simple and economical method to produce a fuel from waste. While technically biogas (biomethane) can be produced from any type of organic material, most times, biogas (biomethane) is produced from organic waste. This waste could comprise agricultural and crop waste, human waste and animal waste (cow dung for instance). Biogas (biomethane) is an environment friendly, clean, cheap and versatile fuel which can be used for various applications. Biogas (biomethane) is a natural product produced from the biodegradable substrates like cattle dung, poultry waste, food waste, sewage waste etc. It has methane as the main component around 50-70 percent, CO₂ around 30-40 percent and H₂S and moisture in trace quantities. It varies in composition depending upon the substrates used. The raw biogas (biomethane) from the biogas (biomethane) digesters is properly processed and purified from the unwanted gases like CO₂, H₂S and moisture up to a certain required level.

Project Objective

NDMC plans to set up a facility to treat the organic waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls hostel New Delhi and its nearby locations and produce biogas through anaerobic digestion of the waste. The life of the plant is 20 years. The daily waste has been approximated to be in the range of about 500 kg. The waste should be treated by biogas plant of appropriate capacity and biogas thus produced should be used as cooking fuel as a substitute of LPG. Segregated waste will be provided by NDMC to the site and the plant should be able to process it through anaerobic digestion and produce biogas from the same. The gas will be supplied to Indira Niketan Girls hostel next to Palika Multipurpose Gymnasium and used for cooking in the kitchen. The digested slurry will be taken by NDMC and used as manure for horticulture purpose by the horticulture department of NDMC. As a part of the process of selection of contractor, proposals are hereby invited from firms/companies, etc. having proven professional capabilities in production of such units that are eligible as per the criteria contained in this document (RFP). Such organization is hereinafter referred to as “Bidder”. The details of the scope of work are mentioned in Chapter 3.

2. SALIENT POINTS OF THE TENDER ARE AS BELOW:

i)	Tender No.	_____		
ii)	Tender Description	Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)		
iii)	Type of Tender	Open Tender		
iv)	Download of Tender Document	Tender Document can be downloaded from following website: http://govtprocurement.delhi.gov.in		
v)	Bid Validity	120 days from the Last date of submission of bids		
vi)	Estimated cost	Rs.1,00,28,040/-		
vii)	RFP/Tender Cost	Rs.1000/-		
viii)	Earnest Money Deposit (EMD)	Rs. 2,30,000/-		
ix)	Completion Period / Period of Contract	a)	Work, Installation and Commissioning of the plant	120 days from the issuing date of Letter of Acceptance (LoA) or first date of handing over of site, whichever is later.
		b)	Operation and Maintenance of plant	10 years after commissioning of the Plant
x)	Tender Download Period	Upto 24/05/2016 till 03.00PM		
xi)	Date & place of Pre-Bid Meeting and inspection of project site	09/05/2016 at 11.00 AM, Council Room, 3 rd Floor, Palika Kendra, NDMC, Sansad Marg, New Delhi,		
xii)	Last Date Of Submission / Upload Of Bids	24/05/2016 UPTO 03.00 PM		
xiii)	Date Of Opening Of Techno-Commercial Bids	24/05/2016 AT 03.30 PM		
xiii)	Contact Person	Medical Officer of Health Room No. 1002, 10 th Floor New Delhi Municipal Council Palika Kendra, Sansad Marg New Delhi-110001. Off. Ph. 011-23742752		

3. BIDDER EVALUATION CRITERIA

- 3.1. The quality and competence of the Bidder shall be considered as the paramount requirement. The decision to award the contract shall be based on the evaluation carried out through Quality and Cost Based Selection (QCBS) model (explained as under).
- 3.2. Responsiveness to the RFP

The response to RFP submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's response to RFP shall be checked for compliance with the submission requirements set forth in this RFP. Any of the following conditions shall cause the Bid to be "Nonresponsive".

- i. Response to RFP not received by the due date and time of bid;
- ii. Response to RFP submitted by a Bidding Consortium not including the Consortium Agreement;
- iii. Response to RFP having Conflict of Interest;
- iv. Non submission of Processing fee or EMD in acceptable form along with RFP document.

The bids which become non responsive shall be disqualified and further bid evaluation of these bids will not be carried out.

- 3.3. Bid evaluation shall be conducted on the basis of a two-stage process. Only Bidders who qualify the pre-evaluation stage shall qualify for evaluation of complete Techno- Commercial and Financial Bids on QCBS model. The pre-evaluation criteria are as follows:

3.3.1. ELIGIBILITY CRITERIA

The following are compulsory pre-evaluation conditions that have to be fulfilled, before opening and assessment of Bidder’s Techno-Commercial Bids. Suitable documents will have to be submitted with the Techno-Commercial Bid, as proof thereof. In case the Bidder fails to meet these Pre-evaluation Criteria, his bid will not be considered for further evaluation.

S.No.	Criteria	Bidder Pre-Qualification Requirement
1	Years in Operation	The Bidder should be in operation for at least 3 years as on 31.03.2016
2	Turnover	The average annual turnover for the last three financial years (2012-13, 2013-14 & 2014-15) should be at least Rs.1.7 crore as per audited Balance sheet.
3	Blacklisting / Debarring	The Bidder shall give a declaration in Annexure I , that they are not under any blacklist/debarring list declared by NDMC, any Department of the State or Central Government, any other Public Sector Organization or by any local/ civic bodies or Municipality.
4	EPF/ ESI and Labour License	A copy of license / registration of EPF/ESI be submitted. In case the bidder is not registered, an undertaking be furnished that he will submit a proof of applying for obtaining labour licenses, registration

		with EPFO, ESIC thereof from the date of issue of letter of acceptance 15 days. The successful bidder has to get register with EPS/ ESI before release of the first payment (Annexure-II)
5	Income Tax, Service Tax, DVAT	Copy of Service Tax and DVAT registration and a copy of PAN.
6	Integrity Pact	Duly filled up and signed as per Annexure –XV
7	Bank Solvency	The Bank solvency of 40% which shall not be less than 6 months old

3.3.2. TECHNO-COMMERCIAL & PRICE BID EVALUATION METHODOLOGY

3.3.2.1 The Techno-Commercial and Price Bid shall be evaluated separately. Tendering evaluation shall be done on marks scored by the Bidder on both Technical and Financial Criteria. The weightage for Technical Criteria is set at 70% whereas the weightage for Financial Criteria (Price Quoted in SOR of Price Bid) is set at 30%.

3.3.2.2 TECHNO-COMMERCIAL EVALUATION (weightage: 70%)

3.3.2.2.1 Techno-Commercial evaluation of the Bids shall be carried out of a total of 100 marks allocated as per table hereunder:

	Criteria	Marks
1.	Past Experience in executing Work, Installation, Commissioning and Maintenance	Maximum Marks 30
(i)	Atleast 1 system of 600 KPD or 2 systems of 500 KPD or 3 systems of 400 KPD	30
(ii)	Atleast 1 system of 500 KPD or 2 systems of 400 KPD or 3 systems of 300 KPD	22
(iii)	Atleast 1 system of 400 KPD or 2 systems of 300 KPD or 3 systems of 200 KPD	15
(iv)	Other cases	0
2.	Proposed time for implementation: Time taken for Work and Installation completion of the above mentioned work defined at S.No.1.	Maximum Marks 15
(i)	<=3 months	15
(ii)	>3 and <= 6 months	10
(iii)	> 6 months	0
3.	Proposed Technology	Maximum Marks 10
(i)	Thermophilic	10
(ii)	Mesophilic	7
4.	Gas productivity (to be supported by data from at least 3 existing installations for last 3 months)	Maximum Marks 10
(i)	> 120 cu m per ton	10
(ii)	>= 90 and <= 120 cu m per ton	7
(iii)	60 to 90 cu m per ton	5
5.	Experience in providing computerized monitoring including online monitoring of the system, alerts and real time data feed for which necessary supporting documents to be submitted	10

6.	Qualification and experience of the Manpower deployed / manpower availability with the organization	15
(i)	One project manager with degree in mechanical / electrical engineering having five years experience in the corresponding discipline + three supporting staff duly experienced in waste to energy plant	15
(ii)	One project manager with diploma in mechanical / electrical engineering having five years experience in the corresponding discipline + three supporting staff duly experienced in waste to energy plant	10
(iii)	One supervisor who is having five years experience in the waste to energy plant / bio-methanation plant + three supporting staff duly experienced in waste to energy plant	7
7.	Turnover (Average of last 3 Financial years i.e. 2012-13 , 2013-14 and 2014-15 as per audited balance sheet signed and duly certified by CA)	10
	More than or equal to Rs. 0 2 crore	10
	More than or equal to Rs.1.23 crore	5
	The firm having turnover in between Rs.1.23 crore and Rs.2.46 crore will be leniently interpolated	
	Total	100

3.3.2.3 Bidder to submit literature on detailed functioning of the plant and operations and maintenance methodology followed

3.3.2.4 Bidder should secure minimum 50% (i.e. 50 marks out of 100 marks) in the Techno-Commercial Evaluation to qualify for opening of their Price Bids and evaluation through weightage based system.

3.3.2.5 The total marks obtained by a Bidder in Techno-Commercial Bid shall be allocated 70% weightage and Price Bids shall be allocated 30% weightage, thereby making a total of 100% weightage for the complete bidding evaluation. E.g. if a Bidder has 80 marks out of 100 in Techno-Commercial Evaluation (as per table above) and also meets the Minimum Eligibility Criteria (Clause 3.3.2.6 below) he is qualified for opening of Price Bids and weightage based evaluation of Bids. The Bidders' Techno-Commercial evaluation value shall be 56, i.e. 80 x 70%.

3.3.2.6 The following guidelines shall be applicable for ascertaining validity of documentary proof submitted against Bidder experience of having undertaken similar work. Similar work means Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste.

3.3.2.6.1 For fulfilling the commercial experience criteria following documents may be considered as valid proof for meeting the criteria:

Work Order copy and Project handover/commissioning successful satisfactory completion certificate

3.3.2.7 **ADDITIONAL ELIGIBILITY CRITERIA**

In addition to the QCBS evaluation system mentioned above, the following set of documents, complete in all respects shall be considered as minimum eligibility criteria for opening of Bidder's Price Bid. In other words, in case of non-

submission of any of the documents along with Techno-Commercial Bid, the Bid shall be summarily rejected, and as such Price Bids shall not be opened.

- 3.3.2.7.1 Receipt of duly filled, signed and accepted Tender documents including Bid Form, Letter of Authorization, etc... (*Annexure - I to XIX*), along with any amendments / corrigendum issued thereon.
- 3.3.2.7.2 Receipt of EMD of Rs.2,30,000/- (Rupees Two Lacs Thirty Thousand Only) payable through Bank Demand Draft / Pay Order / Banker's Cheque / Fixed Deposit Receipt / Deposit at Call Receipt in favour of SECRETARY, NEW DELHI MUNICIPAL COUNCIL, payable at New Delhi from any nationalized / scheduled Bank, within due date and time.
- 3.3.2.7.3 Documents in support of meeting Techno-Commercial criteria, as per table given in clause 3.3.2.2 of NIT
- 3.3.2.7.4 Copy of the SOR (Chapter-5) signed, stamped and duly marked "Quote Submitted" against items. (*Note: No prices should be filled in this un-priced SOR*)
- 3.3.2.8 The Price Bids of all technically qualified Bidders shall be opened, the date and time for which shall be suitably intimated by NDMC separately, in due course.
- 3.3.2.9 The Price Bids shall be opened and evaluated publically disclosing the name of Bidders' and their respective Techno-Commercial and Price Bid scores, in the presence of attending authorized representatives of the Bidder (refer proforma in *Annexure-VII*). The scores shall be recorded for final evaluation before declaration of successful Bidder.
- 3.3.2.10 **FINANCIAL EVALUATION (weightage: 30%)**
 - 3.3.2.10.1 The financial evaluation shall be carried out on the basis of Price Bid. The Bidders shall be given 30% weightage of the total value scored from the price bid. Total marks obtained from Financial parameters i.e. scored on the basis of price bids shall be calculated as per methodology given below.

Computation of Financial amount(F):

The bidder will be asked to submit the total capital cost (C) along with the O&M cost (OM) for each year from Year 1 to Year 10 as per the format given in SOR.

Financial amount (F) of a bidder will be computed as the Net Present Value of the Capital cost and O&M cost through the following formula,

$$F = \sum_{t=1}^{10} \frac{OM_t}{(1+r)^t} + C$$

C= Total Capital Cost

OM= Total O&M for a particular year (t)

t= Number of time periods

r= discount rate= 5%

- i. The lowest Financial amount (FM) calculated from the above formula will be given a financial score (L1) of 100 points.

The Bidder with the lowest bid Prices (Financial Amount, FM) (L1) shall be assigned full 30 marks (i.e.30% x100) and his scores of other bidders shall be calculated as per Illustration below:

$$\text{Price Bid value of L2 Bidder} = 30 \times (\text{Quoted Price by L1 Bidder}) / (\text{Quoted Price by L2 Bidder})$$

$$\text{Price Bid value of L3 Bidder} = 30 \times (\text{Quoted Price by L1 Bidder}) / (\text{Quoted Price by L3 Bidder})$$

... and so on

- 3.3.2.11 The Bidders' ranking shall be arranged as per their score in both Techno- Commercial and Price Bid evaluation e.g. if a Bidder has scored 56 marks in Techno-Commercial Bid and if he has scored 24 in the Price Bid, then the Bidder shall have a total score of 80 (56 Technical value + 24 Price Bid value).
- 3.3.2.12 The Bidder meeting the additional eligibility criteria as per Clause 3.3.2.7 above and securing the highest marks (i.e. total of techno-commercial and Price Bid value), shall be the winning bidder.

4 GENERAL

- 4.3 Bidder is mandated to get enrolled on e-Tendering portal (<http://govtprocurement.delhi.gov.in>)
- 4.4 NDMC shall not be responsible for any expense incurred by Bidders in connection with the preparation & submission of their bids, site visit and any other expenses incurred during bidding process
- 4.5 Any bidder who has downloaded the tender document from NDMC website shall not construe the same as his qualification for the tendered work.
- 4.6 Bidder shall download the Bidding Document in his own name and submit the bid directly.
- 4.7 NDMC reserves the right to assess Bidder's capability and capacity to execute the work using in house information and by taking into account other aspects such as concurrent commitments and past performance.
- 4.8 Fax / E-mail / Hard Copy of bids shall not be accepted.
- 4.9 At any time prior to the deadline for submission of bids, NDMC may for any reason, whether at its own initiative or in response to a clarification requested by a bidder or for any other reason, modify the tender document by an amendment. The amendments will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.

- 4.10 In order to offer bidders reasonable time in which to take the amendment in consideration in preparing their bids, NDMC may, at its discretion, extend the deadline for the submission of bids
- 4.11 In exceptional circumstances, NDMC may solicit the bidder's consent to an extension of the period of validity of bid. The request and the response there to shall be made by Fax / e-mail/ e-Tender portal.
- 4.12 After opening of bids, to assist in the examination, evaluation and comparison of bids, NDMC may, at its discretion, ask the bidder for a clarification on its bid. The request for such clarification and the response shall be in writing through letter / email.
- 4.13 NDMC reserves the right of annulment of tender without assigning any reasons whatsoever.
- 4.14 Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- 4.15 Bids from a Joint Venture / Consortium shall not be accepted.
- 4.16 The bidder is exempted from paying the tender fee since e-Tendering is being followed.
- 4.17 Bidder shall upload the scanned copy of the complete tender document (every page of the tender document signed/ initialed & stamped) as a token of acceptance of tender conditions. Bidder shall submit a copy of Schedule of Rates (Chapter-5) mentioning "Quoted/Unquoted" against each item along with techno-commercial part.
- 4.18 All bids should be typewritten in English.
- 4.19 The bidder should have a solvency of Rs.43 lacs which shall not be less than 6 months old (Scanned copy of original solvency to be uploaded)

CHAPTER-2
INSTRUCTIONS TO BIDDERS

List of Abbreviations

BG	Bank Guarantee
CUM	Cubic Meter
CO&M	Comprehensive Operation and Maintenance
DD	Demand Draft
ECS	Electronic Clearing System
EMD	Earnest Money Deposit
ESI	Employees' State Insurance
EPF	Employee Provident fund
ITB	Instructions To Bidder
KPD	Kgm. Per Day
NDMC	New Delhi Municipal Council.
LSTK	Lumpsum Turnkey Project
LOA	Letter of award /Acceptance
MoU	Memorandum of Understanding
MSW	Municipal Solid Waste
NIT	Notice Inviting Tender
PCB	Pollution Control Board
PF	Provident Fund
SC/ST	Schedule Caste / Schedule Tribe
SOR	Schedule of Rates
SOW	Scope of Work
sqf	Square Foot
TPD	Ton per Day

1 GENERAL

- 1.1. NDMC plans to set a Bio-methanation Plant using Segregated left over Food/Vegetable Waste etc. at Palika Multipurpose Gymnasium, Laxmi Bai Nagar near Indira Niketan Working Girls hostel New Delhi and produce biogas through anaerobic digestion of the waste
- 1.2. The objective of the bidding process is to select a Successful Bidder for work of supply, install, commission and comprehensive Operation & Maintenance of the Biomethanation plant as per the terms of this RFP and as per specifications mentioned herein. The Selected Bidder shall be responsible for undertaking the Work of supply, Installation, Commissioning and comprehensive Operation & Maintenance for 10 years of the Project as per the terms of the RFP Project Documents including Agreements emanating from the RFP
- 1.3. The subject tender is an e-tender and available on our e-tendering websites <http://govtprocurement.delhi.gov.in>. The bidding documents are and shall remain the exclusive property of NDMC without any right of the Bidder to use them for any purpose except bidding and with reference to the work.
- 1.4. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical Bid sent through Fax / E-mail / Courier / Post will not be acceptable. Bidder is advised to quote strictly as per terms and conditions of the tender documents for e-bidding and not to stipulate any deviations / exceptions.
- 1.5. Bidder is required to obtain a legally valid Digital Signature Certificate (DSC) for its user who is authorized to submit bid on-line from the licensed Certifying Authority (CA). In case Bidder already possesses the digital signature issued from authorized CA same can be used in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail.
- 1.6. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished to bidder in strictest confidence.

2. BIDDING DOCUMENT

Bidder shall upload the scanned copy of the tender document (every page of the tender document signed/initiated & stamped) as a token of acceptance of tender conditions. The bidding documents shall not be transferred to any other agency. All bids should be typewritten in English. This tender includes the following:-

- Special instructions to bidders for participation in e-tendering
- Notice inviting tender (NIT)
- Instructions to Bidders (ITB)
- Scope of work (SOW)
- Schedule of Rates (SOR)
- Annexures

3. PRICE OF TENDER DOCUMENT

Since the tender document is downloaded by the bidder from the tender site in electronic Media and the same is uploaded over the designated website/tender site the bidder is exempted from paying the tender fee

4. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of bid and NDMC will no case be responsible or liable for these works, regardless of the conduct of outcome of the bidding process

5. APPLICABLE LANGUAGE

The bids and all correspondence incidentals to concerning to this bid shall be in English language only. For documents submitted in any other language, certified copy of English Translation shall also be submitted. Bidder shall be solely responsible for true translation of their document in any other language to English language.

6. BID VALIDITY

- 6.1. Bid shall remain valid for a minimum period of 120 days months from the last date of submission of Bid. During the above period, bidders shall not be entitled to revoke or cancel their Bid or to vary the Bid given or any term thereof without written consent of NDMC. In case, bidders are revoking or cancelling their Bid or varying any terms in regard thereof without the written consent of NDMC, NDMC shall reject their bids. Such Bidder also may be debarred.
- 6.2. NDMC may request the bidders for extension of the period of validity of bid. Bidders may refuse the request of extension of bid validity. However, bidders agreeing to the request for extension of validity of bid shall not be permitted to modify the bid because of extension, unless specifically invited to do so.

7. EARNEST MONEY DEPOSIT (EMD) Rs.2,30,000/- (Rupees Two Lacs Thirty Thousand only)

- 7.1. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order of Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Secretary, NDMC) shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in the office of MOH inviting bids or any division /office/ department of New Delhi Municipal Council within the period of bid submission. The EMD receiving division /office/ department shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting MOH in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money of Rs.20lac, whichever is less, shall have to be

deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 6 months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

7.2. Bids not accompanied by EMD shall be considered as non-responsive and such Bids are liable to be rejected.

7.3. Release of EMD

EMD shall be released to the bidders without interest in the following circumstances:

7.3.1. EMD of bidders disqualified during techno-commercial bid evaluation, shall be released immediately after the technical evaluation is approved by the competent authority.

7.3.2. EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released immediately after final approval of the proposal by the competent authority.

7.3.3. EMD of the successful bidder shall adjusted in the security deposit.

7.4. Forfeiture of EMD

EMD shall be forfeited in the following Circumstances:-

7.4.1. If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.

7.4.2. If contractor fails to furnish the prescribed performance guarantees within the prescribed period, the earnest money is absolutely forfeited to the NDMC automatically without any notice.

7.4.3. In case the contractor fails to commence the work specified in the tender documents on the 15th day or such time period as mentioned in letter of award, after the date of which the MOH issues written orders to commence the work, or from the date of handing over the site, whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

7.4.4. In case of forfeiture of earnest money, as prescribed above, the tenderer shall not be allowed to participate in retendering process of the work.

8.1 Performance Bank Guarantee

8.1.1 The successful bidder will be required to submit a Performance Bank Guarantee (PBG) of 5% of the tendered value to the NDMC within 15 (fifteen) days from the date of receipt of Letter of Acceptance.

8.1.2 Performance Bank Guarantee shall be valid for 180 days beyond the term of the Agreement. The Performance Guarantee shall contain a claim period of six months from the last date of validity.

8.1.3 In case, the successful bidder fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the successful bidder without giving any notice and may forfeit the absolute EMD of such successful bidder.

8.1.4 NDMC shall invoke the Performance Bank Guarantee in case the Successful bidder fails to discharge their contractual obligations during the Agreement period or NDMC incurs any loss due to Successful bidder's negligence in carrying out the project implementation as per the agreed terms and conditions.

8.2 Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- After successful implementation of this project;
- Successful operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- At the end of the Agreement period, Performance Bank Guarantee of Successful bidder will be released after successful handing over all the assets including all hardware in working conditions. If any deficiency noticed at the time of handing over the Successful bidder has to get rectified/replaced the same at his own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Successful bidder.
- On production of clearance for all applicable dues, if any.

9. RECOVERY OF SECURITY DEPOSIT

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit NDMC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by NDMC by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NDMC as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NDMC to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by NDMC on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Secretary, NDMC, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac.

Note-1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the MOH at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

10. Labour Laws to be complied by the Contractor

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

10A No labour below the age of **FOURTEEN** years shall be employed on the work.

10 B Payment of wages:-

- (i) The contractor shall pay to labour employed by him directly wages not less than fair wages as defined in the Minimum Wages Act or Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules,1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the **Contractor's Labour Regulations made by Government** from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act,1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The MOH concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the MOH shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the MOH concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/ DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- (vi) The contractor shall indemnify and keep indemnified NDMC against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Supervisor and that supervisor shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Supervisor from the wage of workmen.
- (x) The contractor shall fix wage periods in respect of which wages shall be payable.
- (xi) No wage period shall exceed one month.
- (xii) The wages of every person employed as contract labour in an establishment or by a Contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- (xiii) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- (xiv) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- (xv) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (xvi) All wages shall be paid through Bank or ECS or online transfer.
- (xvii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- (xviii) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the MOH under acknowledgment.
- (xix) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
- (xx) The contractor shall obtain from the MOH or any other authorized representative of the MOH as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-
 "Certified that the amount shown in column Nohas been paid to the workman concerned through bank account of labour on.....at....."

10C In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per NDMC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the MOH shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

10D The contractor shall submit along with the bill every month, to the MOH, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- 1) The number of labourers employed by him on the work,
- 2) Their working hours,
- 3) The wages paid to them,
- 4) The accidents that occurred during the said for night showing the Circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to NDMC, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the MOH shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

10 E Leave and pay during leave shall be regulated as follows:-

1. Leave:-

- (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:-

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

1. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in Annexure –XX and XXI, and the same shall be kept at the place of work.

10 F The ESI and EPF contributions on the part of employer in respect of the contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the MOH to the contractor on actual basis.

10 G Minimum Wages Act to be complied with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

11. SITE VISITS

11.1. SITE LOCATION

Site for the Project is located at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel, New Delhi

11.2. SITE VISIT

Bidder is advised to visit and examine the sites (identified in Clause 1.3 of Scope of Work), its surroundings and familiarize himself of the environment, and collect all other information which he may require for preparing and submitting the bid and entering into the Contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

Bidder and any of his personnel or agents will be granted permission by the NDMC to enter the subject hamlets for the purpose of such inspection, but only upon the explicit condition that the Bidder, his personnel or agents will release and indemnify NDMC and its personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

12. PRE-BID MEETING

Pre bid meeting shall be held as a prelude to Bid opening, at a date and time intimated by NDMC in the e-tender portal. The venue for Pre-Bid Meeting shall be:

COUNCIL ROOM
3RD, FLOOR, PALIKA KENDRA
NEW DELHI MUNICIPAL COUNCIL
SANSAD MARG, NEW DELHI-110001

Representatives of bidders shall attend the Pre-Bid Meeting for resolving outstanding issues, if any, and for other mutual clarifications.

13. BID SUBMISSION

Bid must be submitted only through e-tender portal of NDMC, by due time and date mentioned in the Notice Inviting Tender at the NDMC website stated therein. Price and Techno-Commercial Bids must be filled in and submitted as stated below:

12.1 TECHNO-COMMERCIAL PART (Part-I)

This shall contain Technical and Commercial (Un-priced) proposal required and all the submittals required to be submitted along with the tender. The list of submittals is as follows:

- 12.1.1 A confirmation from the Bidder that the bidder and / or its subcontractor have not been put **on debarred by** NDMC or black listed by any government department / public sector/Municipal Corporation or any other Local / Civic Bodies (**Annexure I**).
- 12.1.2 Details of EPF/ESI Registration (**Annexure II**)
- 12.1.3 Experience of Bidding Firm / Entity in Waste to Energy Projects as per Format attached in **Annexure III**.
- 12.1.4 Bidders' General details/ Information covering areas of operation, experience in Bio-methanation plant (**Annexure IV**).
- 12.1.5 A Bid Form as per format (**Annexure V**)
- 12.1.6 Annual Turnover of the Bidder for the last 3 financial years in the attached format (**Annexure VI**) **must be signed and duly certified by the CA.**
- 12.1.7 Letter of authority for attending and subsequent negotiations / conferences (**Annexure VII**)
- 12.1.8 Checklist filled in as per Format (**Annexure VIII**)
- 12.1.9 Disclaimer filled in as per Format (**Annexure IX**)
- 12.1.10 Format of Contract (**Annexure X**)
- 12.1.11 Format of Letter of Waiver of Conditions / Deviations (**Annexure XI**)
- 12.1.12 Format of Exceptions And Deviations Statement (**Annexure XII**)
- 12.1.13 Bidder's Bank Account Details (**Annexure XIII**)
- 12.1.14 Declaration About The Relationship with NDMC's Director (**Annexure XIV**)
- 12.1.15 Integrity Agreement (**Annexure-XV**)
- 12.1.16 Proforma for Non-Engagement in Child Labour (**Annexure-XVI**)
- 12.1.17 Proforma of Certificate for Non-Involvement of Agent (**Annexure XVII**)

- 12.1.17.1** Service Level Agreement signed and stamped as acceptance (**Annexure XVIII**)
- 12.1.18** Performa for Earnest Money Deposit (Bank Guarantee) (**Annexure XIX**)
- 12.1.19** Bank Solvency Certificate issued by the scheduled bank which should not be less than 6 months old.
- 12.2** **PRICE PART (Part-II)**
For PRICE BID, Bidder must submit firm quotes in format attached in e-tendering website
- 12.3** The Bidder shall quote firm prices in as per the SOR format given in Chapter 5. The Bid prices shall conform to the provisions of the Clause No. 22 & Bid Currency & Payment of ITB respectively.
- 12.4** The rates quoted in the Price Part shall include all costs/expenses towards equipment, instrument, spare parts, accessories, civil work, labour & laboratory back-up, logistics, transport, travel & stay arrangements, attending meetings, presentations at NDMC office, collection of necessary data and other incidentals including work of materials as may be necessary for rendering the services in totality as per detailed specifications of their Tender. All duties, taxes (excluding service tax) and other levies, including that relating to Works Contract Tax (WCT) levied by certain State Governments at the applicable rate shall be payable by the Bidder under the Contract and shall be included in the rate and prices quoted by the Bidder. The quoted bid prices shall accordingly be all inclusive and firm. However, any new taxes, duties, levies etc. imposed by the Central or State Government, subsequent to the submission of the Bid shall be reimbursed.
- 12.5** In case of discrepancy between the quotes in figures and words, the quote provided in words would be final and binding.
- 12.6** Bidder shall submit Price Part (SOR) duly filled in.
- 12.7** The Price offered by the Bidder shall not appear anywhere in any manner in the Techno-Commercial Bid.
- 12.8** Tenders submitted by telex/fax/telegram will not be accepted.
- 12.9** The Bidder shall submit the tender on or before the due date and time set out for the same. Tender documents as submitted by Bidder shall become the property of NDMC and NDMC shall have no obligation to return the same to the Bidder.
- 12.10** NDMC shall not be liable for any obligation until such time NDMC has communicated to the successful Bidder its decision to entrust the work.
- 12.11** Submission of the information and details shall be done strictly in the manner described. In case the relevant data/details/information in respect of the above is not furnished in the techno-commercial part, the tender may be rejected.
- 12.12** The Price Bids of only those Bidders shall be considered for opening and evaluation whose bids are determined to be technically and commercially acceptable to NDMC
- 12.13** The authorized representatives (nominated as per proforma attached in **Annexure-VII**) of the parties shall only be allowed to attend the Price Bid meeting

13 BID CLARIFICATION / AMENDMENTS BY NDMC

- 13.1** Prospective bidders are advised to ensure that their bids are complete in all respects and conform to NDMC's terms, conditions of the tender. Bids not complying with NDMC's requirement may be rejected without seeking any clarification.
- 13.2** At any time, prior to the deadline for submission of bids, NDMC may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s) or for any other reason, modify the bidding documents by amendment(s). All prospective Bidders who have downloaded the bidding documents will be notified of the amendments through e-Tender portal. In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, NDMC may, at its discretion, extend the deadline for the submission of bids. Each recipient shall retain one copy of such addendum/ addenda for submission along with the tender in acknowledgement of receipt thereof. All such addendum issued shall form part of the tender document.
- 13.3** If a party does not view/ fails to view the addenda / clarification hosted on the website and/or issued to the party through letter or at the bidder E-mail ID and their offer is without considering the addenda / clarification, then NDMC may reject the offer.

14 CONFORMITY TO TERMS AND CONDITIONS OF BID DOCUMENTS

- 14.1** Bids shall be based strictly on the terms, conditions and specifications contained in the Bid documents. Any deviation and exceptions taken to terms and conditions of the Bid documents must be clearly listed out as per Proforma in **Annexure XII**.
- 14.2** All correspondences from NDMC as well as from the Bidder regarding clarifications during techno-commercial evaluation of the bid and mutually accepted deviations to tender document shall be concluded as "Agreed Variations". The "Agreed Variations" shall form part of the contract and all other correspondences in this regard will be treated as null and void.
- 14.3** Bidder shall, however, confirm compliance to following Bidding document clauses unconditionally and no deviation whatsoever to the following clauses shall be acceptable.
 - 14.3.1** Bid Validity
 - 14.3.2** Termination of Contract
 - 14.3.3** Arbitration
 - 14.3.4** Earnest Money Deposit/ Bid Security
 - 14.3.5** Proforma of all Bank Guarantees

15 MODIFICATION AND WITHDRAWAL OF BIDS

A Bid once made cannot be modified or withdrawn. Any mistake found in the bid can be rejected without any notice.

16 RIGHT OF OWNER TO ACCEPT OR REJECT TENDERS

- 16.1** The right to accept in full or in part/parts the tender will rest with NDMC. However, NDMC does not bind itself to accept the L-1 bid (as per Clause 3.0 of NIT) and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
- 16.2** Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
- 16.3** The Bidder should note that the tendering can be abandoned / cancelled, if the NDMC deems fit, without assigning any reason whatsoever. No compensation shall be paid for the efforts made by the Bidder.
- 16.4** If Bidder does not withdraw any Deviations (as per proforma attached as **Annexure XII**) which have not been accepted/agreed and issued Amendment against by the NDMC, the bids shall be considered non-responsive and are liable to be rejected.

17 COLLUSIVE OR FRAUDULENT TENDERS

In case it appears to NDMC, after examining the tenders received, that any 2 (two) or more tenders are collusive or otherwise manipulated to the disadvantage of NDMC and against the spirit of ethical competition, NDMC reserves the right to summarily reject such tenders. It shall not be incumbent on NDMC to prove any collusion or other malpractice in this regard.

18 NEGOTIATIONS

Negotiation will not be conducted with bidders as a matter of routine. However, NDMC reserves the right to conduct negotiations.

19 AWARD OF WORK

- 19.1** The work shall be awarded to single agency, at the discretion of NDMC, to the techno- commercially acceptable L-1 Bidder as per Evaluation Criteria (Clause-3.0 of NIT).
- 19.2** NDMC reserves the right to reject any part or whole of the Tender without assigning any reason whatsoever.
- 19.3** Letter of Acceptance (LOA) will be issued prior to expiry of Tender Validity to the successful bidder after evaluation of the Techno-commercial bid and Financial bid. The firm work order will only be issued after the bidder submits the Performance Guarantee in the form of bank guarantee and agreement within stipulated period.

20 CONTRACT AGREEMENT

- 20.1** The entire work covered in the Bidding Document shall be treated as Contract. Bidder should quote for the work accordingly.
- 20.2** The Bidder whose bid has been accepted by NDMC shall enter into formal agreement with NDMC (as per Proforma enclosed in this bid document as **Annexure X**) within 15 days from the issue of Letter of Acceptance by NDMC.
- 20.3** Contract documents for agreement shall be prepared after award of work as intimated to the successful bidder by a Letter of Acceptance. Until the final contract documents are prepared and executed, the bidding document together with the annexed documents, modifications, deviations agreed upon by NDMC and Bidder's acceptance thereof shall constitute a bidding contract between the successful Bidder and NDMC.
- 20.4** The statement of Agreed Variations, if any, shall be prepared based on the finally retained and agreed deviations, all relevant correspondences, minutes of meetings, addendum/ amendments issued by NDMC and the bidder prior to issue of Letter of Acceptance. Any deviations of stipulations made and accepted by NDMC after award of the job shall be treated as amendments to the contract documents made as above.

21 MOBILIZATION ADVANCE

Mobilization advance shall not be provided for the works under this tender.

22 INDIGENISATION

Bidder shall make maximum possible utilization of indigenous manufacturing facilities and other services/ expertise available for their project implementation plans. It is, therefore, essential that as a preliminary exercise, Bidders should explore potential products/ equipment/ material of Indian origin conforming to specifications as well as construction expertise available indigenously and associate experienced Indian Agencies under overall supervision and responsibility of Bidder.

23 SUB-CONTRACT

The Bidder shall obtain NDMC's prior approval in writing before taking any of the following actions:

Entering into a Sub-contract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor shall have been approved in writing by the NDMC prior to the execution of the sub-Contract, and (ii) that the Bidder shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Agreement.

24 BID CURRENCY

- 24.1** Bidders are required to quote firm prices.
- 24.2** All prices shall be in Indian Rupees (INR)

25 PAYMENT

- 25.1** All payments shall be made in the Indian currency.
- 25.2** The payments would be made after applicable tax deductions at source.

- 25.3** No advance of any sort shall be payable under this Tender.
- 25.4** The agency shall submit bill(s) in the format prescribed by NDMC.
- 25.5** NDMC shall effect payments to the successful Bidder through e-payments for this purpose, the BIDDER shall provide his bank details in the format enclosed as **Annexure XIII**.
- 25.6** NDMC shall release the payments within 30 days of submission of bills complete in all respect, subject to the entire satisfaction of Health Department, NDMC.

26 PRICES, TAXES & DUTIES

- 26.1** Except as hereinafter provided, the contract price is inclusive of any and all duties and taxes (excluding service tax and cess thereon) & other levies, current and future, payable on such contract in India or in any other country and shall remain fixed and firm for the performance of services by the Bidder until completion and acceptance by NDMC of all services commissioned through this Contract. Service tax and cess thereon shall be paid by NDMC at actual on prevailing rates.
- 26.2** Bidder should note that any increase in the taxes, duties, levies etc. after the submission of bids shall be borne by the bidder. However, any new taxes, duties, levies etc. imposed by the Central or state Government subsequent to the submission of the bid shall be paid by NDMC.
- 26.3** The necessary income tax shall be deducted from Bidder's invoice(s) and deposited with the Indian Income Tax Authorities. NDMC will provide the Tax Deduction Certificate (TDS) to the Bidder

27 Events of default and termination

27.1 Events of Default

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 27.2;

- (i) The Successful Applicant has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the MOH, is likely to delay achievement of implementation and commissioning Date, which is one month from the date of signing of agreement;
- (ii) The Successful Applicant is in Material Breach of O&M Requirements;
- (iii) Any representation made or warranties given by the Successful Applicant under this RFP document is found to be false or misleading;
- (iv) A resolution has been passed by the shareholders of the Successful Applicant for the voluntary winding up of the Successful Applicant;
- (v) Any petition for winding up of the Successful Applicant has been admitted and liquidator or provisional liquidator has been appointed or the Applicant has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and

undertaking of the Applicant are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Applicant under this RFP document, and provided further that:

a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;

b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Applicant as at Commencement Date; and

c) RFP document remains in full force and effect.

(vi) The Successful Applicant has abandoned the Project Facilities.

(vii) The Successful Applicant has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.

(viii) The Successful Applicant has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days.

(ix) The Successful Applicant has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.

(x) The Successful Applicant is not able to meet the SLAs minimum requirement of 90% uptime at all the times or otherwise.

(xi) The Successful Applicant reporting bankruptcy to the NOMC, or any appropriate statutory forum.

27.2 No Breach of Obligations

The Successful Applicant shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

(i) Force Majeure Event as provided in the RFP;

(ii) Compliance with written instructions of the NOMC or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Successful Applicant of any of its obligations hereunder or any applicable law;

27.3 Termination due to Events of Default

27.3.1 Without prejudice to any other right or remedy which the NDMC may have in respect thereof under this RFP document, upon the occurrence of a Event of Default, the NDMC shall be entitled to terminate this Agreement as hereinafter provided.

27.3.2 If NDMC decides to terminate this Agreement pursuant to preceding clause 27.3.1, it shall in the first instance issue Preliminary Notice to the Successful Applicant. Within 15 days of receipt of the Preliminary Notice, the Successful Applicant shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Applicant's Proposal to Rectify**"). In case of non-submission of the Successful Applicant's Proposal to Rectify within said period of 15 days, NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

27.3.3 If the Successful Applicant's Proposal to Rectify is submitted within the period stipulated therefore, the Successful Applicant shall have further period of 15 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Successful Applicant fails to remedy/cure the underlying Event of Default within such further period allowed, NDMC shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

27.4 Termination Notice

If NDMC, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 27.3, it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- (iii) the estimated Termination Payment including the details of computation thereof and;
- (iv) any other relevant information.

27.5 Obligation of Parties

Following issue of Termination Notice by NDMC in accordance with clause 27.4, the Parties (i.e. the Successful Applicant and the NDMC) shall promptly take all such steps as may be necessary or required to ensure that

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- (ii) the Termination Payment, if any, payable by the Successful Applicant is paid to the NDMC before the Termination Date; and
- (iii) the Project Facilities are handed over to NDMC by the Successful Applicant on the Termination Date, free from any Encumbrance, under this Agreement.

27.6 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this RFP document, if the Successful Applicant cures the underlying Event of Default to the satisfaction of the NDMC at any time before the Termination occurs, the Termination Notice may be withdrawn by the NDMC.

Provided that the Successful Applicant shall compensate the NDMC for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

27.7 Termination Payments

Upon Termination of this Agreement, the NDMC shall be entitled to receive Termination Payment as under:

(a) Prior to Commissioning

If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Successful Applicant.

(b) After Commissioning

If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Successful Applicant. The Successful Applicant shall pay all dues, if any, to the NDMC before the date of termination.

27.8 Rights of NDMC on Termination

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to:

(i) Enter upon the Project Site and take over the Project Facilities without any hindrance.

(ii) prohibit the Successful Applicant or any Person claiming through or under the Successful Applicant from entering upon/dealing with the Project Site / Project Facilities;

(iii) step in or nominate any person to step in without the necessity of any further action by the Successful Applicant, to the interests of the Successful Applicant under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify: Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by NDMC for step in shall and shall always constitute debt between the Successful Applicant and such counter party and NDMC shall in no way or manner be liable or responsible for such sums. The Successful Applicant shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 27;

(iv) Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Successful Applicant in connection with the Project, and the hand back of the Project Site/facilities by the Successful Applicant to NDMC shall be free from any such obligation.

(v) Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project Facilities, upon Termination is absolute. If the Successful Applicant fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Successful Applicant shall be liable to pay to NDMC and NDMC shall be entitled to recover from the Successful Applicant, an amount that represents a genuine estimate of the losses, damages and costs suffered by NDMC by way of liquidated damages.

27.9 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

28 Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the MOH on any matter in connection with or arising out of the contract or

carrying out of the work, to be unacceptable, he shall promptly within 15 days request the MOH in writing for written instruction or decision. Thereupon, the MOH shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the MOH fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the MOH, the contractor may, within 15 days of the receipt of MOH's decision, appeal to the Secretary who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Secretary shall give his decision within 30 days of receipt of contractor's appeal. **If the contractor is dissatisfied with the decision of the Secretary, the contractor shall within 30 days from the receipt of The Secretary decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Secretary. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as Chairman, NDMC (In Chair), MOH, Chief Engineer (Civil-I), one Representative from Finance & Law Department and Director (Accounts). If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Secretary for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.**

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairperson, NDMC, If there be no Chairperson, the administrative head of NDMC If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Secretary of the appeal.

It is also a term of this contract that no person, other than a person appointed by such

Chairperson NDMC or the administrative head of NDMC as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the MOH that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NDMC shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

29 INTEGRITY PACT PROGRAM – The detail is at Annexure XV. It is mandatory for the Contractor to submit duly signed undertaking as per attached Proforma.

30 PROHIBITION OF ENGAGEMENT OF CHILD LABOUR

30.1 The contractor shall state that they are not engaging child labour as per various labour laws applicable to them. Making a fake claim would have its contract terminated forthwith, if detected later. It is mandatory for the Contractor to submit an undertaking as per attached Proforma (Annexure – XVI) for non-engagement of child labor

CHAPTER3

SCOPE OF WORK

1. OBJECTIVE AND PLANT SPECIFICATION

Name of the Work: Setting up of Bio-methanation Plant using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi

The key objective of the project is to:

- Work, installation, commissioning, operation of Bio-methanation plant of 500 KPD capacity.
- Operation and maintenance of the plant total for 10 (ten) years of which 1(one) year for defect liability period and 9(nine) years for post defect liability period.
- Training about plant operation and maintenance to the staff designated by the Council.
- Produce enriched manure.
- Production of Biogas as per the requirements mentioned In Clause 1.4 of this Chapter

1.1. Plant Specifications

Sl. No	Parameters	Minimum Requirements
1	Plant feed	Segregated food and vegetable waste to the tune of 500 kg. The plant feed should be weighed for every input and records should be maintained for each feed as total wet weight ¹
2	Plant Capacity	500 kg per day
3	Gas Specification	Please refer to 1.4 for Biogas specification
4.	Amount of biogas produced per day	60 m ³
5	Calorific value of gas	4500-5000 kCal/m ³
6	Plant Area	About 42 sq. m.
7	Mechanical Shredder	200 kg per hour capacity with mixing hopper
8	Feed Pump	1 no.
9	Anaerobic Digester	1 no. Stainless Steel SS304 fabricated and insulated, Automatic heating mechanism to maintain digester temperature
10	Scrubber moisture	1 no.
11	Scrubber hydrogen sulphide	1 no.
12	Gas Compression System	For automatic compression and storage of biogas in gas storage vessel
13	Gas Storage Vessel	Stainless Steel SS304 fabricated Gas holding capacity at least 60 cu. m at minimum 3 bar pressure
14	Dewatering System	1 no. to separate solid manure from the digested slurry
15	Remote Monitoring System and Online Dashboard (Analyzers)	Track the operational parameters as per the specifications remotely and to be displayed on an online dashboard with 24x7 access. Plant log books will be maintained on a daily basis with the data of the parameters as mentioned in Section 1.4 of this Chapter
16	Health Monitoring Unit	To track and analyze health of the anaerobic system and should be based on advanced techniques in addition to pH monitoring
17	Flaring System	1 no. to automatically flare the excess gas
18	Biogas burners	2 nos.

The biodegradable waste plant should be modular, compact size and plug & play model (transferable) unit type. It should be suitable for all climatic conditions.

- 1.2. Temperature stabilizing feature should be included in the digester to address the temperature fluctuation all throughout the year in Delhi.
- 1.3. Appropriate platform, instrument, equipment, accessories, shed etc. as required for setting up the plant Biogas thus produced should be supplied to plant site, for use in the kitchen of Indira Niketan Working Girls Hostel, Laxmi Bai Nagar and will be used as a substitute of LPG for daily cooking. The SS Piping line system from the plant site to the Kitchen of Indira Niketan Working Girls Hostel, Laxmi Bai Nagar will be carried out by bidder. A weighing scale for weighing the daily waste being fed into the system to be installed by bidder.
- 1.4. Biogas specification

Parameters	Value	Unit
Calorific Value	4500-5000	kCal/m ³
Methane	50-60	%

Additional parameters to be monitored and made available on dashboard – digester temperature, gas storage vessel pressure, biogas production etc.

2. PROJECT REQUIREMENTS

2.1. Project Design and Planning

- 2.1.1. The designing and planning of project shall be based on site visit undertaken by the Bidder.
- 2.1.2. Preparation of detailed layout / plan after identifying area for installation of plant, including undertaking civil construction and site for receipt of materials.
- 2.1.3. Bidder to submit detailed activity schedule / project execution plan with time frame following issue of Purchase Order. The detailed site plan, installation plan and structural drawings need to be approved by NDMC before commencement of work.

2.2. Scope of Work

- 2.2.1. Broadly, the scope includes work and delivery of equipment as per this Chapter, along with transit insurance cover-up to end user delivery point
- 2.2.2. Work of the complete systems, material including all necessary components, sub- components, spares, tools, tackles etc. as per technical specifications given in this tender document. Bidder to ensure proper packing, forwarding, safe storage, handling, testing and insurance.
- 2.2.3. Transportation of all materials to the site and keeping the same in own safe custody, at site. NDMC shall not be the consignee to receive the materials supplied/ delivered. The Bidder shall be wholly responsible for any loss, damage & theft.

2.2.4. There should not be any damage what-so-ever, due to work of the systems to site identified under the project. All cost incurred due to damages to the site during system delivery / installation, is recoverable from bidder.

2.3. Installation, Testing & Commissioning of Complete Project

The scope of work for installation, complete integration, testing and commissioning includes the following:

2.3.1. Successful Bidder shall be issued Work Order for the project on turn-key basis. All materials and services required to complete the installation, civil work, testing and commissioning of a full-fledged and robust project would be solely the Bidder's responsibility.

2.3.2. It shall be the responsibility of successful Bidder to install, test and commission the entire project and the components thereof, as per direction and to the satisfaction of NDMC.

2.3.3. Installation and commissioning of all components of the project shall be done by the Bidder's authorized and trained personnel only.

2.3.4. There should not be any damage to the existing infrastructure, what-so-ever due to setting up of the systems. The damages, if any, to the existing infrastructure, during installation of systems, shall be recoverable from the Bidder.

2.3.5. It is the duty of the bidder to take all required environmental clearance NOCs / certificates from State Government/ Central Government / other agencies at its own level.

2.4. Plant Operation and Maintenance

2.4.1. The segregated waste collected by NDMC shall be made available at the nominated site to the Bidder.

2.4.2. The bio-degradable waste will be processed in the plant and disposal of non- biodegradable waste(if any) shall be undertaken by NDMC.

2.4.3. Necessary measures shall be taken to avoid foul smell in the surroundings.

2.4.4. Weekly cleaning of the stoves connected and ensures free flow of biogas to burners.

2.4.5. Manure will be taken away by NDMC Horticulture Department and the dewatered liquid to be discharged into sewerage drain.

2.4.6. The rejected waste that cannot be fed to the biogas plant will be taken by NDMC staff for disposal

2.4.7. Residual Waste water after dewatering to be disposed at NDMC sewerage system

2.4.8. The security of the biogas plant will rest with the Contractors till such time operation and maintenance of the biogas plant is not handed over to NDMC

2.4.9. The deputed personnel shall be qualified and well trained so that they can handle any type of operation hazard quickly and timely.

2.4.10. The deputed personnel shall have to keep daily log sheet for the biogas plant as per format to be supplied after commissioning of the biogas plant.

- 2.4.11. The deputed personnel shall be in a position to check and test all the equipment regularly, so that preventive actions, if any, could be taken well in advance to save any equipment from damage. Any abnormal behavior of any equipment shall be brought to the notice of NDMC immediately for appropriate action.
- 2.4.12. Contractor shall depute adequate number of persons for 24 hours on such basis so that they are qualified / trained with a minimum Technical experience in the field of bio-methanation for the operation and maintenance of the plant. They shall be fully responsible for the complete O&M and optimum operation of the plant. The name and contact nos. of the persons shall be notified to NDMC for the purpose of contract, responsibility and correspondence with regard to all trouble shooting.
- 2.4.13. NDMC shall provide water and electricity connection for installation, operation and maintenance of the plant and the contractor to pay the charges/cost on the basis of actual.
- 2.4.14. The bio-gas should not be let off in the atmosphere. Excess gas is to be flared.
- 2.4.15. NDMC will not be responsible for any death / injury to any individual due to accident during execution or plant operation. The Bidder shall be solely responsible for the same.
- 2.4.16. Bidder will be responsible for the health/life insurance of all the individuals working at site.
- 2.4.17. Minimum wage act shall be applicable to all workers/employees of the service provider.
- 2.4.18. All workers/employees involving in operation and maintenance shall be covered under PF, ESI, as applicable and shall be provided with uniform, boots, masks and identity card.
- 2.4.19. All personal protective equipments and safety materials shall be provided by the Bidder.
- 2.4.20. The bidder shall maintain daily record of incoming waste, biogas generated etc.
- 2.4.21. Plant premises and surrounding area is well kept and clean all the time by the Bidder.
- 2.4.22. Construct the plant with required preventive measures to control the flies, pest, odour, rodent etc.
- 2.4.23. The Bidder shall comply with applicable provisions of prevailing safety laws and maintaining safety standards. The Bidder shall develop and administer plans for safety, fire prevention and other environmental, health and safety issues on the project. The Bidder shall bear entire responsibility for scope, detail, implementation, enforcement and administration of all such safety plans.
- 2.4.24. The Bidder shall make arrangements to insurance the equipments, machineries involved in the project and also for the personnel engaged for the project.

- 2.4.25. Good Housekeeping practice shall be maintained in and around the project site over the entire contract period by the Bidder.
- 2.4.26. The Bidder has the obligation to treat the received waste daily. The time of receipt shall be mutually agreed between Bidder and NDMC.
- 2.4.27. Bidder shall ensure proper maintenance through procurement of spares and chemicals, undertaking general maintenance, etc., as per requirements.
- 2.4.28. The successful bidder will take electric and water connection in his name/ firm name from NDMC and bear the necessary charges. The NDMC shall provide Water and Electricity, however, the user charges (Commercial Rates) shall have to be paid by the bidder.
- 2.4.29. **Service Level Agreement:** The bidder/contractor shall abide by all the terms and conditions of the Service Level Agreement (given in Annexure XVIII). In case the tender is accepted and tenderer refuses or is not willing to execute the order or commits breach of any terms and condition of the tender or that of the Service Level Agreement, the Council may not only forfeit part or whole of the security deposit/earnest money but shall have the option to have the work from second lowest bidder at the risk & cost of the original tenderer and recover the difference in tendered amount and that payable to the later agency from the original tenderer. NDMC shall be at liberty to terminate the contract without any notice to him and the bidder/contractor shall have no claim for compensation for any loss that he may suffer on this account

2.5. **Warranty and Guarantee**

- 2.5.1. Bidder to provide Warranty for O&M years for all malfunctions, breakdowns, system failures in any component of the plant. Bidder will be responsible for any structural defects associated with the plant and also electrical/mechanical failure and will be responsible for rectifying the same. No separate charge will be allowable during the O&M period of 10 years, the bidders have to quote considering all such repairs & maintenance that may be required for smooth operation of the plant during the O&M period.
- 2.5.2. The manufacturer's warranty for all bought out items shall be made available to the NDMC and shall be valid for the entire defect liability period. However, this does not absolve the Bidder of his responsibilities under defect liability clause to perform in attending to the defects noticed and rectifying these without any delay

3. **ROLE OF NDMC**

- 3.1. NDMC would lend support for the relevant approvals to be obtained for construction of the plant in the identified land. The NDMC would make adequate plot of land measuring about 42 sq. meter free from all encumbrance. The land shall be handed over by NDMC to the Bidder to facilitate commencement of project work by the bidder, after executing necessary MoU.

- 3.2. To provide a proper approach upto the project site.
- 3.3. To provide power & water work during construction and operations
- 3.4. To provide segregated waste as per the specification/characterization on regular basis free of cost.
- 3.5. Rejects from the input waste containing non-biodegradable like plastic, paper etc shall be stored separately within the plant premises as resource recovery area and will be taken back by NDMC
- 3.6. NDMC will monitor the progress of the plant before and after its commissioning.

4. PAYMENT SCHEDULE

- 4.1. The payment for commissioning of bio-methanation Plant at the project site shall be released on the basis of achievement of Milestones as per payment conditions given below:

Milestone	% of total project cost to be released after milestone completion	Days
Arrival of pre fabricated plant at Site	25%	90
On completion of project and trial run	35%	30
3 months from date of trial run after gas generation is	20%	
6 months after above payment is released	20%	

***Note:** Bills will be submitted after due verification as per the procedure laid by NDMC and will be cleared within 30 days of submission of verified bills.*

- 4.2. The payment for operation & maintenance of biogas plant shall be released on the following basis:

Quarterly payment will be released on the basis of following:

- i. Proof of joint monthly certification, by NDMC and Bidder
- ii. Record of major components / sub-systems repaired or replaced during the quarter.
- i. Record of O&M carried out by the Contractor during the quarter.
- ii. A certificate for compliance to the existing laws for employment of the manpower, and payments for statutory taxes and duties.

The schedule will be as defined in Service Level Agreement as in **Annexure XVIII**

- 4.3. Each stage of payment as indicated hereinabove shall be applicable only when the work has been accepted in accordance with the contract specification up to that particular stage.

- 4.4. The payment against work of equipment/ material at site will be made by the NDMC only after obtaining an undertaking from the Contractor that such equipment and materials will be incorporated for the works covered under this contract and will not be taken out without NDMC's prior permission. The contractor has to hypothecate all these equipments/ materials to the NDMC and keep them as issued items to him to for erection construction of the plant.
- 4.5. All payments will be made in Indian Rupees only.
- 4.6. Payment shall be released through e-banking only.
- 4.7. The payment of O&M charges shall be made on quarterly basis after deduction of leviable taxes and adjustment of dues payable to NDMC. NDMC will be billed by the Operator promptly following the end of each quarter of O&M period.
- 4.8. The O&M charges shall be quoted with applicable taxes & duties showing separately. Any increase in statutory taxes, levies / fees or newly imposed taxes would be charged extra (with submission of documentary proof). Similarly, due credit would be given to NDMC in case of withdrawal or reduction in applicable taxes / fees / duties.

5. TAX /RULES LIABILITY

- 5.1 The Successful bidder shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, etc. to be paid to Government / Statutory bodies / Authorities etc. for the services rendered by it. There will be no tax liability upon the NDMC whatsoever on any account.
- 5.2 The Successful bidder indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License. Stamp duty for execution of Agreement shall solely be borne by the Successful bidder.
- 5.3 The Successful bidder should ensure enforcement of Applicable Laws including Labor Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts

6. LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Successful bidder. In the event of delay or any gross negligence, for causes attributable to the Successful bidder, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the Successful bidder as agreed, liquidated damages, as per the rates mentioned in "Implementation & Post Implementation Performance Requirements" of Service Level Agreement as mentioned in this RFP document. The Liquidated Damages shall be capped at 10% of the total tendered value, and in the event of Liquidated Damages exceeding this capping, the NDMC has a right to invoke "Termination Clause". The activities pursuant to the termination of the Agreement shall be in-line with the conditions of the RFP document.

7. DISPUTE RESOLUTION

- 7.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NDMC and Successful bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.
- 7.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at New Delhi only.
- 7.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Agreement, the Successful bidder shall continue to perform and make due payments to NDMC as per the Agreement.

8. FORCE MAJEURE

8.1 Definition of Force Majeure

The Successful bidder or the NDMC, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

8.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (i) act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (ii) radioactive contamination or ionizing radiation or biological contamination;
- (iii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Successful

- bidder or any of its Subcontractors or Contractors and the settlement of which is beyond the reasonable control of all such persons;
- (iv) general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Successful bidder and which affect the timely implementation and continued operation of the Project;
 - (v) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

8.3 Notification procedure for Force Majeure

- 8.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.
- 8.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

8.4 Allocation of costs arising out of Force Majeure

- 8.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 8.4.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

8.4.3 Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

8.5 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

9. COMMISSIONING OF PROJECT DURATION

The commissioning of the processing plant of 500 KPD capacity each shall be completed within a period of **120 (One Hundred and Twenty) days** from the date of issue of letter of acceptance or first date of handing over of site, whichever is later.

10. APPLICABLE ENVIRONMENT PROTECTION LAWS

The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Bidder shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

10.1.1. The Water [Prevention and Control of Pollution] Act, 1974

This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water [whether directly or indirectly] as may, or is likely to, create a nuisance or render such water harmful

or injurious to public health of safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

10.1.2. The Air [Prevention and Control of Pollution] Act, 1981

This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance [including noise] present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

10.1.3. The Environment [Protection] Act, 1986

This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter- relationship which exists among and between water, air and land, and human beings, other living creatures, plants, microorganism and property.

- The environment (protection) Rules, Act, 1996
- MSW (Management handling) Rules, 2000
- The Hazardour Waste (Management, handling and Trans Boundary Movement) Rules, 2008
- MSW Notification 2016, Ministry of Environment, Forest and Climate change
- National Green Tribunal Act, 2010

10.1.4. The Public Liability Insurance Act, 1991

This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

11. SEVERABILITY

If any term of this Contract shall be held to be invalid, illegal or unenforceable, the remaining terms or provisions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, from the beginning, not to have been part of this Contract.

12. OBLIGATIONS PRIOR TO TAKING OVER OF THE O&M ACTIVITY

The Bidder shall perform the following obligations prior to taking over of the O&M activity:

- 12.1.1. Prepare Mobilization plan in consultation with NDMC well before the completion of last year's operation and maintenance period, preferably six months before the ending of operation and maintenance period.
- 12.1.2. Provide the services and personnel set forth in the Mobilization Plan
- 12.1.3. Prepare in consultation with NDMC, the initial Annual Operating Plan
- 12.1.4. Develop and implement plans and procedures including those for fire fighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Bidder's ongoing responsibilities.
- 12.1.5. Specify specification/characterization of waste to be fed into the system

13. HANDING OVER THE PLANT AFTER EXPIRY OF TERM

- 13.1. After the expiry of term & extension of term as the case may be, successful Bidder shall hand over the plant to the NDMC in excellent condition. The Bidder shall demonstrate performance test of all the major & critical equipment to ensure power Generation from the Organic waste management Plant. While handing over the plant, Bidder shall hand over all technical documents, literature, instruction manuals, lists of spare part & tools & tackles, and mandatory spares should be duly tagged and stored. Bidder will also hand over all the relevant record/documents, spares and consumable required for Operation & Maintenance.
- 13.2. On completion of O&M term, the Bidder will apply to the Medical Officer of Health, NDMC for the issue of Handing-over Certificate and the same will be issued within 1 month of the Handing Over in all respects, after verifying from the documents & tests, and satisfying himself that the Operation & Maintenance has been completed.
- 13.3. All the aforesaid safeguards / rights provided for NDMC shall not prejudice its other rights/remedies elsewhere provided herein and / or under law.
- 13.4. The last two bills of the operation and maintenance payment should be withheld till the successful completion process of handing over of the plant by the bidder to the NDMC.

Chapter-4
Annexure

LIST OF ANNEXURES

- Annexure I: Declaration of black listing / holiday listing
- Annexure II: Details of E.P.F./E.S.I. registration
- Annexure III: Format for filling details of past experience in Project Execution including Work, Installation, Commissioning, Testing and O&M of Waste To Fuel biomethanation System in Last 3Years
- Annexure IV: Summary of Information Pertaining to Tenderer
- Annexure V: Bid Form
- Annexure VI: Format for filling Annual Turnover
- Annexure VII: Letter of Authority
- Annexure VIII: Checklist
- Annexure IX: Disclaimer
- Annexure X: Form of Contract
- Annexure XI: Letter of Waiver
- Annexure XII: Exceptions & Deviations Statement
- Annexure XIII: Bidder's Bank Account Details
- Annexure XIV: Declaration of relationship with Director
- Annexure XV: Integrity Agreement
- Annexure XVI: Undertaking for Non-engagement of Child Labour
- Annexure XVII: Proforma of Certificate for Non-Involvement of Agent
- Annexure XVIII : Service Level Agreement
- Annexure XIX : Proforma for earnest money

ALL ANNEXURE SHOULD BE FILLED OR BE MARKED AS NOT APPLICABLE AND IN ANY CASE NOT TO BE LEFT BLANK.

ANNEXURE-I

PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING

Name of Work: Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi

TENDER NO: _____

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s.

_____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by New Delhi Municipal Council., its Administrative Ministry, any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s._____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by New Delhi Municipal Council., its Administrative Ministry, any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by New Delhi Municipal Council., its Administrative Ministry, any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government, except as indicated below:

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, New Delhi Municipal Council or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place:

Signature of Bidder:

Date:

Name of Signatory:

ANNEXURE-II

DETAILS OF EPF/ESI REGISTRATION

Name of Work: Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi

TENDER NO: _____

Bidder to furnish details of Provident Fund Registration and ESI:

EPF and ESI REGISTRATION NO: DATE OF ISSUANCE

NAME OF ISSUING AUTHORITY

Copy of the PF registration certificate to be attached) DISTRICT & STATE:

We hereby confirm that the above EPF/ESI Account is under operation presently and shall be used for all EPF/ESI related activities for the labour engaged by us in the present work (if awarded to us).

We hereby declare that we have duly cleared any and all of the dues payable by us to our Labour/Casual labours the Provident fund, ESI and as on date of submission of our bid no payment is due for payment to the Provident Fund /ESI

(Signature of the Bidder with Seal)

Annexure – III

**DETAILS OF PAST EXPERIENCE IN PROJECT EXECUTION INCLUDING WORK, INSTALLATION,
COMMISSIONING, TESTING, O&M OF FOOD/KITCHEN WASTE TO BIOGAS SYSTEM
IN THE LAST 3 YEARS**

S. No.	Description of the work (Size of Waste to Fuel Plant	Location of the work	Client details (Name, contact nos., officer-in-	Date of Commissioning	Documentary evidence Pg No.

Each of the entry would have to be supported with documentary evidence in the form of copy of Work Order containing detailed Scope of Work and respective Completion certificate/Commission certificate

Annexure IV

SUMMARY OF INFORMATION PERTAINING TO THE TENDERER (TO BE FILLED BY TENDERER)

CONTACT DETAILS

SUMMARY OF INFORMATION PERTAINING TO TENDERER (to be filled by Tenderer)

Contact Details

1	Full Legal Name of Bidder's Company	
	Country of Registration	
	Registered Office Address	
	Telephone Number	
	Fax Number	
	E-Mail Address	
Contact Person Details		
2	Name	
	Mobile Number	
	Designation	
	E-Mail ID	
Power of Attorney for signing of Tender and Contact Details		
3	Name	
	Title	
	Telephone Number	
	Fax Number	
	E-Mail Address	
	Address	
4	Company's Registration No.	
5	PAN No. of Bidder's Company	
6	Service Tax Registration No.	
7	EPF Registration No.	
8	ESIC Registration No.	

EMDDetails

Demand draft no./ Pay order no./ Bankers cheque no.	Name & Branch Address of Bank	Amount (Rs)	Bank Instrument Validity upto

The Bidder may use additional page to furnish details if the space provided in this form is inadequate.

Check list required to be filled by the tenderer as laid down in tender document.

S. No.	Item	Document Attached (Yes/No)
1	Name of the Firm	
2	Type of the Firm	
3	Company's Registration No.	
4	PAN No.	
5	Service Tax Registration No.	
6	EPF Registration No.	
7	ESIC Registration No.	

Non-submission of any of the above listed documents will lead to summarily rejection of the tender.

Annexure V
(Bid Form)

To,

The Medical Officer of Health
Health Department,
New Delhi Municipal Council
10th Floor, Palika Kendra
New Delhi-110001.

Dear Sir,

After examining/reviewing the Bidding Documents for Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)

NDMC including General Conditions of Contract and Schedule of Rates, etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole of the job for all specified items as per Schedule of Rates in conformity with, the said Bid Documents, including Addenda Nos.

We undertake, if our bid is accepted, to complete entire work as specified in the Bid Document within the completion schedule specified therein. We confirm that this bid is valid for a period of 120 days from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

Dated this Day of _____

Place:

Name:

Designation:

Date:

Annexure VI

ANNUAL TURNOVER

(Each Bidder must fill in this form)

Annual Turnover data for the last 3 financial years (2012-13, 2013-14, 2014-15):

Sl. No.	Year	Annual Turnover (in Rs./-)		Documentary Evidence Pg No.
		In Figures	In Words	
1	2012-13			
2	2013-14			
3	2014-15			

1. The information supplied should be the Annual Turnover of the bidder

2. The annual turnover figures quoted by the bidder must be signed and duly certified by the CA.

Place:

Name:

Designation:

Date:

Annexure-VII

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

No.

Date:

Dear Sir,

We _____ hereby authorize following representative to attend Pre Bid Meeting / for any other correspondence and communication against above Bidding Document:

Name and Designation _____

Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representative.

Yours faithfully,

Place:

Name:

Designation:

Date:

Note:

- i. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- ii. Not more than two persons are permitted to attend Pre Bid meeting/ any other correspondence and communication against the above Bidding document
- iii. Bidder's authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting/ any other correspondence against the above bidding document and submit the same to NDMC.

Annexure VIII

CHECKLIST

Bidders are requested to duly fill in the following checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data / information as called for in the Bid Document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick against the following points

S. No.	Particulars	Submitted (Yes/No)	Enclosed on Page No
1	Offer complete in all respects with pages in sequential order, original Bid Document including Annexure, Addendum(s) (if any)		
2	Confirm that the following details have been submitted in the Techno- Commercial Part:		
	a) Letter of Authority in the name of person(s) signing the bid		
	b) Bidder's declaration that they are not under any liquidation, court receivership or similar proceedings.		
	c) Confirmation that bidder and/or its sub-contractor have not been banned or delisted by any Government or Quasi Government agencies of PSU. Further, we confirm that we have not been put on Holiday list of NDMC or any of its PMC		
3	Confirm that all forms are enclosed with the bid duly digital signed by authorized person(s)		
4	Confirm that the Price Bid (in requisite format strictly complying with the requirements) has been duly filled in for each item & digitally signed.		
5	Confirm that proper page nos. have been given in a sequential way in all the documents submitted along with your offer with Index.		
6	Confirm that the scanned copy of EMD, duly digitally signed and stamped is attached as per format provided in the Tender document		
7	Confirm that any correction in the Techno-Commercial Part has been initialled and stamped by an authorized person		
8	Un-priced Price Bid submitted in Techno Commercial Bid mentioning "Quoted" against each item		
9	Confirmation that any deviations taken against commercial and technical specifications of the Bid Document are strictly in line with the proforma mentioned in Annexure-XII		
10	Confirm that annual reports for last three financial years & duly filled in & certified, are enclosed in the offer for financial assessment.		
11	Confirm that digitally signed & stamped copies of all the documents establishing the bidder's eligibility are enclosed.		

S. No.	Particulars	Submitted (Yes/No)	Enclosed on Page No
12	Format as per Annexure I		
13	Format as per Annexure II with supporting documents		
14	Format as per Annexure III with supporting documents		
15	Format as per Annexure IV with supporting documents		
16	Format as per Annexure V		
17	Format as per Annexure VI with supporting documents		
18	Format as per Annexure VII		
19	Format as per Annexure VIII		
20	Format as per Annexure IX		
21	Format as per Annexure X		
22	Format as per Annexure XI		
23	Format as per Annexure XII		
24	Format as per Annexure XIII with enclosure		
25	Format as per Annexure XIV		
26	Format as per Annexure XV		
27	Format as per Annexure XVI		
28	Format as per Annexure XVII		
29	Format as per Annexure XVIII		
30	Format as per Annexure XIX		

Annexure IX

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify NDMC immediately at the following address:

Medical Officer of Health
Room No. 1002, 10th Floor
Health Department
New Delhi Municipal Council
Palika Kendra, Sansad Marg
New Delhi-110001

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

NDMC makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

Place:

Name:

Designation:

Date:

Annexure X

Name of Work: Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi

TENDER NO: _____

FORM OF CONTRACT

THIS CONTRACT made at New Delhi this _____ day of _____;
BETWEEN NEW DELHI MUNICIPAL COUNCIL., (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part;
AND

_____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____ (hereinafter referred to/as collectively referred to as the "Bidder" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____ more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the BIDDER for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract documents, namely:

- (a) This Contract agreement
- (b) Detailed Letter of Acceptance of Tender along with SOR
- (c) Letter of Acceptance
- (d) Tender documents and addendums issued thereon, if any

- 1.2 A copy of each of the Tender Documents and addendums issued thereon is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the Detailed Letter of Acceptance of Tender along with Annexure thereto and a copy of Letter of Acceptance dated _____ are annexed hereto and said copies have been collectively marked as Annexure - 'B'.

ARTICLE - 2

WORK TO BE PERFORMED

- 2.1 The BIDDER shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3

COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay BIDDER compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE - 4

JURISDICTION

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5
ENTIRE CONTRACT

- 5.1 The Contract documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the BIDDER on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the BIDDER with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the BIDDER at or to the BIDDER's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

- 7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the BIDDER in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE-8

NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the BIDDER and shall not on any account be assignable or transferable by the BIDDER.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

SIGNED AND DELIVERED
and on behalf of
NEW DELHI MUNICIPAL COUNCIL.

For and on behalf of

SIGNED AND DELIVERED For
(BIDDER)

by.....

by.....

In the presence of:
(This day of _ 2016)

1.

2.

In the presence of:

1.

2.

Annexure XI

(On company's letterhead)

FORMAT OF LETTER OF WAIVER OF CONDITIONS/DEVIATIONS

Date:- _____

Name of work : **Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS).**

TENDER NO: _____

We M/s. _____, hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding documents and all Addenda / Corrigenda / Amendments issued by New Delhi Municipal Council.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications or otherwise with a view that the final price bid submitted may be treated to confirm in all respects, with the terms and conditions of the said Bidding documents including all Addenda / Corrigenda / amendments.

We further hereby confirm that the currencies of price in the price bid are as per the provisions of the Bidding documents and there is no deviation to the provisions in the final price bid.

(STAMP & SIGNATURE OF BIDDER)

Place : _____

Date : _____

ANNEXURE XII
EXCEPTIONS AND DEVIATIONS STATEMENT

Name of Work: **Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi**

TENDER NO: _____

Bidder may stipulate exceptions and deviations to Tender Document, if considered unavoidable as per the following format

SL. NO	PAGE NO. OF BID DOCUMENT	CLAUSE NO.	ORIGINAL TENDER	DEVIATIONS

All exceptions/ deviations taken by Bidder to the stipulations of the Tender Document shall be brought out in the techno-commercial bid (and not in the price bid) as per this format. Any exceptions/ deviations brought out elsewhere in the bid shall not be construed as valid.

STAMP & SIGNATURE OF BIDDER

ANNEXURE XIII
FORMAT FOR ADVICE OF VENDOR BANK DETAILS

(On the Letterhead of the Bidder)

Date: _____

To

The Medical Officer of Health
Health Department
New Delhi Municipal Council
10th Floor, Palika Kendra
New Dehli-110001

Dear Sir,

With reference to the P.O / W.O. / Contract ref no. _____ dated_ _____ awarded to us by NDMC, we hereby give our consent to accept the related payments of our claims/bills on NDMC through Cheques or Internet based online e-payments system at the sole discretion of NDMC. Our Bank account details for the said purpose are as under:

S. No.	Particulars	Details
1	Name and address of the Beneficiary.	
2	Account Number of Beneficiary	
3	Account Classification (CA/CC-11 or 29) & SB-10 as per cheque leaf.	
4	Name & Address of the Bank Branch (where payments are to be sent by NDMC)	
5	Branch Name/Code	
6	The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)	
7	IFSC Code of the bank Branch for RTGS mode.	
8	IFSC Code of the bank Branch for NEFT mode.	
10	Any other Particulars (to be advised by beneficiary for the E payments purposes)	

11	Vendor Code (to be filled by NDMC's Deptt	
12	PERMANENT ACCOUNT NUMBER	
13	MOBILE NUMBER (FOR SMS ALERTS)	

Please attach a blank copy of the **cancelled cheque/photocopy of the cancelled cheque** issued by your bank relating to the above account number for verifying the accuracy of bank account is enclosed.

A Copy of PAN Card duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed.

I/We hereby declare that the particulars given above are correct and complete

Signature Of account Holder

With Company Stamp (if a company)

Date:/Place

(Encl: one cheque/photocopy of cheque duly cancelled & copy of PAN card)

*** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of beneficiary (NDMC Vendor) is maintained at out bank branch

(Name of the Bank & Branch) Authorized signatory

*** Verification required only in case

a) Vendors not providing a cancelled cheque leaf or if vendors name is not printed/appearing on the cancelled cheque leaf submitted to NDMC office.

b) Change in existing bank details.

ANNEXURE XIV

For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any staff of NDMC;
- (ii) We are not a firm in which a staff of NDMC or his relative is a partner;
- (iii) I am not a partner in a firm in which a staff of NDMC or his relative is a partner;
- (iv) We are not a private company in which a staff of NDMC is a Member or Director;
- (v) We are not a company in which staff of NDMC hold more than 2 % of the paid-up share capital of our company or vice-versa.

(STAMP & SIGNATURE OF TENDERER)

ANNEXURE-XV

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: **Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)**

Dear Sir,

It is here by declared that NDMC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NDMC.

Yours faithfully

Medical officer of Health

INTEGRITY PACT

The Medical Officer of Health,
Public Health Department,
New Delhi Municipal Council,
10th Floor: Room No.1002
Palika Kendra: New Delhi-110001

Sub: Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)

Dear Sir,

I/We acknowledge that NDMC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NDMC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NDMC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the tenderer/bidder and same signatory competent / authorised to sign the relevant contract on behalf of NDMC.

Pre bid-contract Agreement (hereinafter called the Integrity Pact)

This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made on _____ the day of the month of _____.year _____. Between on one hand NEW DELHI MUNICIPAL COUNCIL through Sh./Dr. P.K. Sharma, the Medical Officer of Health. (Hereinafter called the "Principal/ Owner" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns)of the First Part and M/s.____ represented by, _____ (hereinafter called the Bidder (s) / Contractor (s) which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part.

Whereas the Principal/ Owner proposes to procure (Name of work the store/ Equipment/ item) through the Bidder (s) /Contractor (s) and the Bidder (s) /Contractor (s) is willing to offer/has offered the same.

Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/ Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/ Owner to procure the desired said work Services/ Stores/ Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, **and**

Enabling bidder (s)/ Contractor (s) to abstain from bribing indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal/ Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties here to hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the Principal/ Owner

1.1 The Principal/ Owner undertakes that no official of the Principal/ Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/ Contractor (s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 1.2 The Principal/ Owner will, during the pre-contract stage, treat all Bidder (s)/ Contractor (s) alike, and will provide to all Bidder (s)/ contractor (s) the same information and will not provide any such information to any particular Bidder (s)/ contractor (s) which could afford an advantage to that particular Bidder (s)/ contractor (s) in comparison to other Bidder (s)/ contractor (s).
- 1.3 All the officials of the Principal/ Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder (s)/ contractor (s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder (s)/ Contractor (s)

3. The Bidder (s)/ contractor (s) commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 3.1 The Bidder (s)/ contractor (s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/ Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The Bidder (s)/ contractor (s) further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/ Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the New Delhi Municipal Council.
 - 3.3 Bidder (s)/ contractor (s) shall disclose the name and address of agents/ Brokers/ representative/ Intermediaries and Indian Bidder (s)/ contractor (s) shall disclose their foreign Principals or associates at the time of bidding.
 - 3.4 Bidder (s)/ contractor (s) shall disclose the payments to be made by them to such agents/ Brokers/ representative/ Intermediaries, in connection with this bid/contract at the time of bidding.

3.5 Deleted

- 3.6 Bidder (s)/ contractor (s), either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agent, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents' brokers/ intermediaries shall be submitted.
- 3.7 The Bidder (s)/ contractor (s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.8 The Bidder (s)/ contractor (s) will not accept and advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The Bidder (s)/ contractor (s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principals/owner or to IEMs so appointed by NDMC.
- 3.11 The Bidder (s)/ contractor (s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder (s)/ contractor (s) or any employee of the Bidder (s)/ contractor (s) or any person acting on behalf of the Bidder (s)/ contractor (s), either directly or indirectly, is a relative of any of the officers of the Principal/ Owner, or alternatively, if any relative of an officer of the Principal/ Owner has financial interest/ stake in the Bidder (s)/ contractor (s) firm, the same shall be disclosed by the Bidder (s)/ contractor (s) at the time of filing of tender. The term 'relative' for this purpose would be as defiance in Section 6 of the Companies Act 1956.
- 3.13 The Bidder (s)/ contractor (s) shall not lend to or borrow and money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

- 4.1 The Bidder (s)/ contractor (s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify

Bidder (s)/ contractor (s) exclusion from the tender process.

- 4.2 The Bidder (s)/ contractor (s) agrees that if it makes incorrect statement on this subject, Bidder (s)/ contractor (s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Deleted

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder (s)/ contractor (s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder (s)/ contractor (s)) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder (s)/ contractor (s). However, the proceedings with the other Bidder (s)/ contractor (s) would continue.
 - (ii) The Earnest Money Deposit (in per-contract stage) and /or Security Deposit/Performance Bond/ Guarantee (after the contract is signed) shall stand forfeited and the Principal/ Owner shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder (s)/ contractor (s).
 - (iv) To recover all sums already paid by the Principal/ Owner, and in case of an Indian Bidder (s)/ contractor (s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder (s)/ contractor (s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder (s)/ contractor (s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder (s)/ contractor (s), in order to recover the payments, already made by the Principal/Owner, along with interest.
 - (vi) To cancel all or any other Contracts with the Bidder (s)/ contractor (s). The Bidder (s)/ contractor (s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money (s) due to the Bidder (s)/ contractor (s).
 - (vii) To debar the Bidder (s)/ contractor (s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six month to maximum five year. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/ Owner & IEMs, the period of debar can reviews.
 - (viii) To recover all sums paid in violation of this Pact by Bidder (s)/ contractor (s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder (s)/ contractor (s) , the same shall not be opened.

- (x) Forfeiture of Performance Bond/ Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/ Owner will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder (s)/ contractor (s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder (s)/ contractor (s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The Decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder (s)/ contractor (s) shall be final and conclusive on the Bidder (s)/ contractor (s). However, the Bidder (s)/ contractor (s) can approach the Independent Monitor (s) appointed for the purposes of this Pact.

IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

7. Fall Clause : Deleted

8. Independent External Monitors

8.1 The Principal/ Owner have appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultations with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project. Procurement, including minutes of meetings.

8.5 As soon as the IEMs notices, or have reasons to believe a violation of the Pact, they shall so inform to Chairman, NDMC.

8.6 The Bidder (s)/ contractor (s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder (s)/ contractor (s). The Bidder (s)/ contractor (s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder (s)/ contractor (s)/ Subcontractors (s) confidentiality.

8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will officer to the IEMs the

option to Participate in such meetings

8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Owner/ Bidders (s) Contractor (s) and, should the occasion arise, submit proposals for correction problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers/bidders before submitting their written report.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder (s)/ contractor (s) and the Bidder (s)/ contractor (s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

1. **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

2. **Other Legal Actions**

The action stipulated in this Integrity Pact is without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months beyond the defects liability period of the counteracts. In case Bidder (s)/ contractor (s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13. The Parties hereby sign this Integrity Pact at _____ on _____ .

Principal/Owner

Bidders (s)/ Contractor (s)

Medical Officer of Health

Name of the Officer,

Designation

New Delhi Municipal Council

Witness

1. _____

Witness

1. _____
2. _____

*Provisions of these clauses would need to be amended/ deleted in line with the policy of the principal/ Owner in regard to involvement of Indian agents of foreign Contractors.

ANNEXURE-XVI

UNDERTAKINGFORNON-ENGAGEMENTOFCHILDLABOUR

I/We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b/c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder:

Date:

Name of Signatory:

ANNEXURE -XVII

PROFORMA OF CERTIFICATE FOR NON-INVOLVEMENT OF AGENT

This is to certify that we have not engaged / involved any Agent/ Representative/ BIDDER/ Retainer/ Associates who is not an employee of _____ (name of your company) on payment of any remuneration in India or abroad for this Project. Therefore, no agent's/ Representative's/ BIDDER's/ Associate's commission is payable in India or abroad against this Contract.

Yours faithfully,

For _____

ANNEXURE-XVIII

SERVICE LEVEL AGREEMENT (SLA)

Definitions:

2. The 'SERVICE LEVEL AGREEMENT' means the documents forming the tender and the acceptance thereof and the formal agreement executed between the NDMC and the Contractor together with documents referred to therein including these conditions and specifications, design seen by the Contractor and instructions issued from time to time by NDMC and all these documents taken together shall be deemed to form one SLA and shall be complementary to one another.
3. In the SLA the following expression shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
 - a. NDMC means the "New Delhi Municipal Council".

CLAUSES OF SLA

Clause 1: The person(s) whose tender may be accepted (hereinafter called the Contractor) shall permit the NDMC at the time of making any payment to him for the work executed under the contract, to deduct such sum at the rate of 5% of the gross value of the work executed.

Such deductions will be held by the NDMC by way of security deposit provided always that the NDMC for this purpose shall be entitled to recover from the bills at the rate mentioned above including earnest money till the balance amount of security deposit is realized. The security deposit shall be collected from the bills of the Contractor at the rate mentioned above and the earnest money if deposit at the time of tenders will be treated as part of security deposit.

All compensation or the other sums of money payable by the Contractor under the terms of this contract may be deducted from, or adjusted from the security deposit or from any sums which may be due or may become due to the Contractor, by the NDMC on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the Contractor shall within 10 days make good in cash or Guarantee bonds in favour of the Secretary, NDMC executed by the State Bank of India. The payment of the security amount deducted from all the bills will be released after 6 months of successful handing over of the plant.

Clause 2: The time allowed for completion of work is essence of the contract. The Contractor shall execute the work on or before the date mentioned in the work order failing which recovery will be made from the Contractor as agreed liquidated damages, and not by way of penalty, a sum equivalent to as under:-

Delay (Weeks)	Compensation value
Per week	1% of contract value per week
Maximum Compensation	10% of the contract value

Clause 3: Payment will be released as per payment schedule.

Clause 4: The Contractor shall abide by all the terms and conditions of the contract of work. In case the tender is accepted and tenderer refuses or is not willing to execute the order or commits breach of any term and condition of the tender or that of the agreement, the Council may not only forfeit a part or whole of the security deposit/earnest money but shall have the option to have the work from another Contractor at the risk & cost of the original tenderer and recover the difference in tendered amount and that payable to the later agency. NDMC shall be at liberty to terminate the contract without any notice to him and the Contractor/tenderer shall have no claim for compensation for any loss that he may incur on this account.

Clause 5: All disputes will be settled in the jurisdiction of Delhi only and in case of dispute if any of the contractor shall issue notice to the competent authority. Chairman, NDMC, who shall appoint an arbitrator, who will decide the issue as per the arbitration and conciliation Act 1996 and the decision of the arbitrator shall be binding on both the parties. The fee of the arbitrator shall be borne by both the parties equally.

Clause 6: Comprehensive Operation and Maintenance (CO&M) Terms and Conditions:

- I. O&M payment will be made to the Contractor after every three months starting from the date of plant commissioning till the end of O&M period. The following payment terms will be followed:
 - a. 75% of the payment will be made on direct account payee basis
 - b. 25% of the payment on verification within a period of 1 month following the verification

- II. During operation & maintenance period of 10 years of the biogas plant, if there is any loss or damage of any component of the biogas plant due to miss management / miss handing or due to any other reasons, what-so-ever, the Contractor shall be responsible for immediate replacement / rectification. The damaged component may be repaired, if it is understood after examination that after repairing performance of the component shall not be degraded, otherwise the defective component shall have to be replaced by new one without any extra cost.

- III. Contractor shall depute adequate number of persons for 24 hours on such basis so that they are qualified / trained with a minimum Technical experience in the field of bio-methanation for the operation and maintenance of the plant. They shall be fully responsible for the complete O&M and optimum operation of the plant. The name

and contract nos. of the persons shall be notified to NDMC for the purpose of contract, responsibility and correspondence with regard to all trouble shooting.

- IV. In case of any fault/damage of any part of the plant and / or in the event of plant shutdown due to any reason (except for routine check-up and maintenance and feedstock unavailability) which falls under scope of services of the Contractor as per Chapter 3 of this tender document, it must be rectified within 24 hours failing which a penalty of Rs.1,000/- per day of plant non-operation shall be charged to the Contractor.

In case the rectification period becomes more than 7 days penalty of Rs.2,000/- per day of plant non-operation shall be charged from the 8th day onwards.

However, under Force Majeure circumstances penalty can be waived off, for that approval of the Chairman will be required.

The Contractor should submit monthly reports with quality of biogas produced and total gas generated

Clause 7: Work of feedstock

- I. It will be the responsibility of NDMC to make the feedstock as per the requirements mentioned in the Scope of Services in Chapter 3 of the tender, available to the Contractor on a daily basis. Contractor to specify the specifications/characterization of food/vegetable waste to be supplied by NDMC at the site
- II. The Contractor should intimate NDMC every week on whether the quality of the waste collected is as per the requirements of the Section 1.1 of Chapter 3.
- III. In case of the quality of the waste collected is NOT as per the requirements submitted by Contractor, the Contractor should inform NDMC immediately and NDMC will be responsible for immediate action to restore the quality of the waste as per the requirements of the Section 1.1 of Chapter 3..
- IV. The Contractor will not be responsible for the quality or quantity of feedstock made available by NDMC

Clause 8: Quality of biogas

- I. NDMC officials shall have the right to cause an audit and technical examination of the quality of the biogas
- II. The frequency of such audit will be at least once a month.
- III. In case of an event where NDMC finds out the quality of the biogas *i.e.* the average calorific value of biogas or the methane content of the biogas, for the type of feedstock as specified, in any particular month as per data of the plant log book is less than 3500 kCal/kg or has less than 40% methane content, a penalty of Rs.30000/- will be charged to the Contractor for that particular month

MOH
For & on behalf of
New Delhi Municipal Council

Contractor:-

ANNEXURE-XIX

Performa for Earnest Money (Bank Guarantee)

In consideration of the New Delhi Municipal Council (hereinafter called "The NDMC ") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the NDMC an amount not exceeding Rs. (Rupees..... Only) on demand by the NDMC.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NDMCstating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the NDMC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Secretary NDMC on behalf of the NDMC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

- 5. We, (indicate the name of the Bank) further agree with the NDMC that the NDMC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the NDMC or any indulgence by the NDMC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

- 7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NDMC in writing.

- 8. This guarantee shall be valid up tounless extended on demand by the NDMC .
Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
Dated theday offor.....(indicate the name of the Bank)

ANNEXURE XX

PROFORMA OF REGISTER

REGISTER OF MATERNITY BENEFITS

Name and address of the Contractor.....

Name and location of the work

Name of the employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement
1	2	3	4	5

Date on which maternity leave commenced and ended

Date of delivery/ miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

ANNEXURE XXI

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE
CONTRACTOR'S LABOUR IN New Delhi Municipal Council

Name and address of the contractor

Name and location of the work

1. Name of the woman and her husband's name.
2. Designation
3. Date of appointment.
4. Date with months and years in which she is employed.
5. Date of discharged/dismissal, if any.
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery.
8. Date of delivery/miscarriage/death.
9. Date of production of certificate in respect of delivery/miscarriage.
10. Date with the amount of maternity/death benefit paid in advance of expected delivery.
11. Date with amount of subsequent payment of maternity benefit.
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death.
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the contractor authenticating entries in the register.
15. Remarks column for the use of Inspecting Officer.

Chapter-5:
SCHEDULE OF RATES

PREAMBLE

1. The preamble is an integral part of the Schedule of Rates (SOR) and any definition and explanation given herein shall have as much force as though they are incorporated in to the description of the item themselves in the Schedule of Rates.
2. Quoted rates should be in Indian Rupees (INR) only.
3. Unless otherwise specifically stated in the contract, all work under the contract shall be covered and paid for in accordance with the items and relative rates mentioned in the Schedule of Rates. No claim shall be entertained at a later date towards any items due to the above including where low / high rates have been quoted by the successful tenderer.
4. The Amount quoted by the Bidder shall take into account all the expenses that may be incurred in providing the services including towards communication expenses, travelling, documentary and administrative expenses, and shall be inclusive of all taxes, duties, levies etc. except Service Tax and cess thereon, which shall be paid at prevailing rates by NDMC.
5. Rates shall remain fixed and firm during the period of the contract and shall not be subject to escalation for any cause.
6. In case any activity though specifically not covered under Schedule of Rates (SOR) descriptions but the same is covered under Scope of Work, Conditions of Contract etc., no extra claim on this account shall be entertained, since SOR is to be read in conjunction with all other documents forming part of the contract.

Signature and Seal of Bidder

Performa of Schedule of Rates

Name of Work:- Supply, installation, commission and comprehensive operation and maintenance (O&M) of one number of Bio-methanation Plant of 500 KPD using Segregated Food/Vegetable Waste at Palika Multipurpose Gymnasium, Laxmi Bai Nagar, near Indira Niketan Working Girls Hostel New Delhi on quality and cost based selection (QCBS)

Sl. No	Description	Unit	Amount inclusive of all taxes excluding Service Tax (in figures)	Amount inclusive of all taxes excluding Service Tax (in words) (Bidders to check and verify by ticking (v) the appropriate word)
1	Supply, Installation and commissioning of 500 KPD Bio-methanation Plant using Segregated Food/Vegetable Waste	one		

Component	Yr 1 (Amount in INR)	Yr 2 (Amount in INR)	Yr 3 (Amount in INR)	Yr 4 (Amount in INR)	Yr 5 (Amount in INR)	Yr 6 (Amount in INR)	Yr 7 (Amount in INR)	Yr 8 (Amount in INR)	Yr 9 (Amount in INR)	Yr 10 (Amount in INR)
Comprehensive Operation and Maintenance Cost inclusive of all taxes excluding service tax										

Note:

1. This duly filled and signed Schedule of Rates sheet should be submitted with the Financial Bid.
2. ESI & EPF contribution of employer for three unskilled persons will be reimbursed to the contractor by NDMC for O&M during 10 years.
3. Service tax on O&M for 10 years will be reimburse on production of proper proof of service tax deposited by the contractor.
4. Computation of Financial amount(F):

The bidder will be asked to submit the total capital cost (C) along with the O&M cost (OM) for each year from Year 1 to Year 10 as per the format given in SOR.

Financial amount (F) of a bidder will be computed as the Net Present Value of the Capital cost and O&M cost through the following formula,

$$F = \sum_{t=1}^{10} \frac{OM_t}{(1+r)^t} + C$$

C= Total Capital Cost

OM= Total O&M for a particular year (t)

t= Number of time periods

r= discount rate= 5%

- i. The lowest Financial amount (FM) calculated from the above formula will be given a financial score (L1) of 100 points.

The Bidder with the lowest bid Prices (Financial Amount, FM) (L1) shall be assigned full 30 marks (i.e.30% x100) and his scores of other bidders shall be calculated as per Illustration below:

Price Bid value of L2 Bidder = 30 x (Quoted Price by L1 Bidder) / (Quoted Price by L2 Bidder)

Price Bid value of L3 Bidder = 30 x (Quoted Price by L1 Bidder) / (Quoted Price by L3 Bidder)

... and so on