



New Delhi Municipal Council

e-TENDER NOTICE

FOR

**Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Convertor (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

**Public Private Partnership (PPP) Mode with Viability Gap Funding (VGF) or License Fee**

(TENDER NO: 2017\_NDMC\_141316\_1 )

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## **CHAPTER-1**

### **RFP / NOTICE INVITING TENDER (NIT)**

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## Notice Inviting Tender (NIT)

**SUBJECT: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

TENDER NO:2017\_NDMC\_141316\_1

### **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 members 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 civic 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”**

NDMC being municipality governed by NDMC Act, 1994 and as an obligatory function is required to lift municipal waste from the NDMC area including from various Colonies within its jurisdiction at regular intervals daily and dispose them at designated land fill sites. This gives the provision for NDMC to utilize the left over Food/Vegetable Waste etc. collected from its various Colonies at Four locations in NDMC area namely Under Safdarjung Flyover near of CWC Godown, Behind Gate No. 5 near Garages in Rabindra Nagar, Near STP Plant Maharshi Raman Marg to produce compost as per Aerobic Composting process. Accordingly, NDMC plans to set up Four Organic Waste Convertors Plants using Segregated left over Food/Vegetable Waste etc. at Four locations in NDMC area namely Under Safdarjung Flyover near of CWC Godown, Behind Gate No. 5 near Garages in Rabindra Nagar, Near STP Plant Mahrshi Raman Marg and Near Gym at Kaka Nagar to produce compost as per Aerobic Composting process, as detailed below:

<b>S.No.</b>	<b>Name of Colony(ies)</b>	<b>Organic Waste Convertors Locations.</b>
1.	Jor Bagh & Chanakyapuri Flats	Under Safdarjung Flyover near of CWC Godown.
2.	Rabindra Nagar	Behind Gate No. 5 near Garages
3.	Bharti Nagar, Pandara Road	Near STP Plant Mahrshi Raman Marg.
4.	Kaka Nagar & Bapa Nagar	Near Gym at Kaka Nagar

The locations for setting up of these Four Organic Waste Convertors can be increased/decreased/changed by the NDMC at its own discretion, which shall be final and binding upon the Service Provider.

## **1.2. PROJECT OBJECTIVE & SCOPE**

### **1.2.1 Project Objective**

NDMC plans to set up Four Organic Waste Convertors under public-private partnership (here-in-after will be referred to as PPP) Model using Segregated left over Food/Vegetable Waste etc. at Four locations in NDMC area through Public Private

Partnership (PPP) mode with Viability Gap Funding (VGF) or Licence Fee in areas namely Under Safdarjung Flyover near of CWC Godown, Behind Gate No. 5 near Garages in Ravinder Nagar, Near STP Plant Mahrishi Raman to produce compost as per Aerobic Composting process. **The excepted life of the plant is 20 years.** The daily waste has been approximated to be in the range of about 2000 kg on each of the Four locations. Segregated waste will be provided by NDMC at these Four sites and the Organic Waste Convertor Plants should be able to process it through aerobic Composting and produce Compost from the same. The Compost produced, as final product will be the property of the Service Provider. The Service Provider shall provide complete infrastructure/solution, including the required Plants/Machinery, manpower for operation and maintenance of Plants, installation, testing, commissioning, warranty, annual maintenance required, guaranteed uptime etc. for converting Food/Vegetable and Horticulture Waste supplied by the NDMC to produce compost by Aerobic Composting process for a period of Seven Years. As a part of the process of selection of contractor, proposals are hereby invited from firms/companies, Manufacturers and Suppliers of the Organic Waste Convertors 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.

1.2.2 The successful Bidder hence forth referred to as **‘Service Provider’**, shall establish well equipped Four Organic Waste Convertors under public-private partnership (here-in-after will be referred to as PPP) Model. The technical specifications and requirements of Organic Waste Convertors are left to the Bidders/Service Provider to ensure the complete and optimal processing of 2.00 TPD (Ton Per Day) Organic Waste, as per the terms and conditions of the RFP, in the form of leftover Food/Vegetable Waste and Horticulture Waste generated from NDMC Colonies/Gardens and provided to the Service Provider on each site. The Organic Waste Convertors shall be new and not refurbished one, with minimum life guarantee of smooth operation of at least 7 (Seven) Years. The Service Provider shall provide and install Organic Waste Convertor Plants all equipments, material, hire and provide qualified consultants and required manpower and provide round the Clock Operation and Maintenance Services as per the terms and conditions of this RFP. The Service Provider will be

responsible for procurement, operation and maintenance of these Four Organic Waste Convertors including all back-up services for the Plants at his own cost to ensure an un-interrupted service for six days a week and his staff will be allowed one day rest in a week. This seventh day in the week will also be utilized by the Service Provider for regular maintenance of the OWCs to give un-interrupt service for the future period of contract.

1.2.3 The successful Bidder henceforth will be referred to as 'Service Provider', shall be responsible for Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Convertor (OWC) Plants including providing of necessary infrastructure thereof along with Comprehensive Operation and Maintenance round the clock services during six day a week (excluding seventh day for the rest of staff and to carry out regular maintenance of OWCs) for a period of seven years with its own Machinery/Plants, material and qualified manpower.

### **1.3 Project Engagement Model**

The Engagement model is bifurcated into following two stages-

#### **1.3.1 Implementation Stage:**

1.3.1.1 Maximum time for Supply, Installation, Commissioning and making operational 4 (Four) 2.00 TPD capacity Organic Waste Convertor (OWC) Plants shall be Three (3) months from the date of issuance of letter of acceptance.

1.3.1.2 After the expiry of Three months from the date of issuing of letter of work or first date of handing over of site, whichever is earlier, penalty of Rs. 2000/- (Rs. Two Thousand only) per day for each OWC will be imposed on the Service Provider for delay in commencement of the project for 1<sup>st</sup> 30 days and after that Rs.5000/- ( Rs. Five Thousand Only) per day for each OWC for next 30 days will be paid by the Service Provider to the NDMC.

1.3.1.3 After 60 days of penalty period, the Performance Security will be forfeited in favour of NDMC and agreement will be terminated by the NDMC without any further notice. In such case of termination of the agreement, without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Performance Security, NDMC shall not be liable in any manner whatsoever to the Service Provider.



#### **1.4. Operation and Maintenance Stage:**

- (a) Service Provider Agreement shall be for a period of Seven years from the date of issuance of letter of acceptance. This will not include Three months implementation period. The Service Provider Agreement is non-renewal and will expire with efflux of time. No further extension of the contract will be allowed by the NDMC under any circumstances.
- (b) The Service Provider shall be responsible for Supply, Installation, Commissioning, construction and providing necessary infrastructure thereof of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants and Operation and Maintenance of these 4 (Four) OWCs throughout contract period in accordance with the terms and conditions of this RFP document.
- (c) After conclusion of the Contract 2.00 TPD capacity Organic Waste Converter (OWC) installed by the Bidder/Service Provider shall be handed over to the NDMC (in working condition), without payment of any extra cost.

#### **1.5. INVITATION FOR PROPOSAL**

##### **1.5.1 Request for Proposal for Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

1.5.2 NDMC hereby invites online bids for Selection of a Service Provider for Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area under PPP Model (excluding three months implementation period). Broadly the project includes the following:

- a) Supplying and Setting up 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) in Colonies by the Service Provider for which space shall be provided by the NDMC.

- b) O&M of these 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) by the Service Provider during six days a week for a period of Seven Years including first year of defect liability, by providing manpower and material at his own cost.
- c) The cost of electricity, water and other material required for Operation & Maintenance of Organic Waste Converter (OWC) shall be borne by the Service Provider (on commercial rates)
- d) After conclusion of the Contract, 2.00 TPD capacity Organic Waste Converter (OWC) installed by the Bidder/Service Provider shall be handed over to the NDMC in working condition without payment of any extra cost.

**1.5.3** The RFP document can be downloaded from the NDMC's website [www.ndmc.gov.in](http://www.ndmc.gov.in) and the e. procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>. The Bidder is required to deposit a Demand Draft/Banker's Cheque of Rs. 5,000/- (Rupees Ten Thousand only) drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi at the following address and scan copy of acknowledgement thereof of the authorised person of the NDMC is to be up-loaded with the Technical Bid, while submitting the bid:

**Executive Engineer (R-V)**  
**New Delhi Municipal Council**  
**Room No. 229, S.B.S. Place, Gole**  
**Market, New Delhi -110001**  
**Telephone No. 011-23742249**  
**e.mail address: xenr5ndmc@gmail.com**

**2. SALIENT POINTS OF THE TENDER ARE AS BELOW:**

i)	Tender No.	2017_NDMC_141316_1
ii)	Tender Description	<b>Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area through Public Private Partnership (PPP).</b>
iii)	Type of Tender	Open Tender
iv)	Download of Tender Document	Tender Document can be downloaded from following websites <a href="http://www.ndmc.gov.in">www.ndmc.gov.in</a> and <a href="http://govtprocurement.delhi.gov.in">http://govtprocurement.delhi.gov.in</a>
v)	Bid Validity	180 days from the Last date of submission of bids
vi)	Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Rs. Ten Lacs only).

vii)	Completion Period / Period of Contract. The Contract will	a)	Work of Installation and Commissioning of the Plants	Within 3 (Three) Months which shall be reckoned from the issuing date of Letter of Award (LoA) or first date of handing over of site, whichever is later.
		b)	Operation and Maintenance of Plants	7 (Seven) years from the date of the commissioning of the Plants. The 7 (Seven) years Contract period of the Agreement shall not include Installation and Commissioning Period of Three months as at a) above which will be allowed over and over the said Contract Period of 7 (Seven) years.
viii)	Tender Download Period	2.12.2017 to 18.12.2017 upto 4.00 PM		
ix)	Date & place of Pre-Bid Meeting and inspection of project site	11.12.2017 at 11.00AM at 3 <sup>rd</sup> floor, Council Room, Palika Kendra, New Delhi.		
x)	Last Date Of Submission / Upload Of Bids	18.12.2017 at 4.00PM		
xi)	Date Of Opening Of Technical Bids	18.12.2017 at 4.30 PM		
xii)	Contact Person	Executive Engineer (R-V), Room No. 229, 2nd Floor, New Delhi Municipal Council S.B.S. Place, Gole Market, New Delhi-110001. Email: <b>xenr5ndmc@gmail.com</b> . Ph. 011-23742249		
xiii)	Performance Bank Guarantee	5% (Five) of the tendered value as per Format of Annexure XIX.		
xiv)	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the agreement period of Seven years.		
xv)	Last date for signing the Agreement	21 days from the date of issue of Letter of Award.		
xvi)	Deviation Clause	The Bidder will further undertake to execute/supply & install additional 1/4 (one fourth) of the Bided quantity of Organic Waste Convertor (OWC) and carry out Comprehensive Operation and Maintenance of the additional OWC for 7 (Seven) Years, including first year of defect liability, if so desired by the NDMC, on the same bided rates and as per the terms and conditions of this Tender Document (RFP).		

### 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 mode with Viability Gap Funding (VGF) or Licence Fee (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;
- iii. Response to RFP having Conflict of Interest;
- iv. Non submission of tender cost and 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-qualification/technical criteria shall qualify for evaluation of Financial Bids. The pre-evaluation criteria are as follows:

#### 3.3.1. ELIGIBILITY CRITERIA

##### (A) PRE-QUALIFICATION CRITERIA & DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:

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

S.No.	Criteria	Bidder Pre-Qualification Requirement	Scan copy of the Documents to be uploaded with Technical Bid.
1	Bidder Entity	The Bidder should be registered as a legal entity such as Company Registered under Companies Act 1956/2013, Partnership Act, Societies Registration Act, Trust Act or an	Self-certified copy of PAN card in case of individual firm and partnership deed in case of partnership firm.  In case of company, the following is required: a) Certificates of incorporation;

		equivalent law applicable in the region/State /Country. LLP/ LLC and Manufacturer or Authorized dealer of Organic Waste Convertor are also eligible to Bid.	b) Registration Certificates;
2	Turnover	The average annual turnover for the last three financial years (2014-15, 2015-16 & 2016-17) should be at least Rs.2.00 Crore as per audited Balance sheet.	Certificate regarding turnover issued by Chartered Accountant for last three financial year 2014-15, 2015-16 & 2016-17.  <b>or</b> Scan copy of Audited financial statements for the last three financial years (FY 2014-15, 2015-16 & 2016-17) to be up-loaded with technical bids.
3	Non Blacklisting /Debarring	The bidder should not be black-listed/ debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.	The Bidder shall give a declaration in <b>Annexure I</b> , 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	Bidder should be registered with EPF/ESI and should have valid Labour License.	A copy of registration of EPF/ESI and Labour License of the bidder/ firm should be submitted at the time of filing of e-tender. In case, the bidder is not registered then an undertaking needs to be furnished, that it will submit an undertaking for obtaining registration with EPF/ ESI and labour license before the release of the first payment. (Annexure-II)
5	Valid Income Tax, GST Registration	Bidder should have valid GST & PAN on the date of submitting technical bid.	Copy of GST registration and a copy of PAN to be up-loaded with Technical Bid.
6	Integrity Pact	The Bidder has to submit duly signed Integrity Pact alongwith its proposal.	Duly filled up and signed as per Annexure –XV
7	Bank Solvency	The Bank solvency of Rs 160.00 Lacs (Rs. One Hundred Sixty Lacs only), which shall not be less	Scan copy of the Certificate from the Bank in this regard to be furnished.

		than 6 months old.	
8	Annexure-I to XIX	Duly signed Annexure-I to XIX and RFP/NIT, decision of the pre-bid meeting up-loaded by the NDMC on the website are to be positively up-loaded by the Bidders with the technical bids.	Duly signed Annexure-I to XIX and RFP/NIT, decision of the pre-bid meeting up-loaded by the NDMC on the website are to be positively up-loaded by the Bidders with the technical bids.

**(B) TECHNICAL PRE-QUALIFICATIONS CRITERIA:**

The Bidder must have experience of the following within last 5 years.

**i. Supply, installation and commissioning of Two Organic Waste Convertor Plants of capacity equal to or more than 1 to 2 Ton Per Day.**

**Note:**

Bidders are required to submit the corresponding Work Order copies & Execution/Completion Certificates issued by the NDMC may call for original certificates for verification and can visit the site.

The following guidelines shall be applicable for ascertaining validity of documentary proof submitted against Bidder experience of having undertaken similar work. **Similar work** means the firm should have successfully executed Supply, Installation, Commissioning and Comprehensive Operation and Maintenance for at least one year of Organic Waste Convertor Plants during the last five years.

3.3.2 For fulfilling the technical pre-qualification experience criteria following documents shall consider as valid proof for meeting the criteria:

Work Order copy and satisfactory certificates demonstrating successful execution of the Supply, Installation, Commissioning and Operation and Maintenance for at least one year of Organic Waste Convertor Plants.

**3.3.3 ADDITIONAL ELIGIBILITY CRITERIA**

In addition, 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 Technical Bid, the Bid shall be summarily rejected, and as such Financial Bids shall not be opened.

3.3.3.1 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 by the NDMC from time to time.

- 3.3.3.2 Receipt of EMD paid 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.
- 3.3.3.3 Documents in support of meeting Pre-qualification/technical criteria, as per table given in clause 3.3.1 of the RFP as above.
- 3.3.3.4. 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*)
- 3.3.3.5 The Financial 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.

### 3.4 FINANCIAL EVALUATION

## 3.5 GUIDELINES AND INSTRUCTIONS FOR FINANCIAL BID

- I. After considering the capital cost (C) and the O&M cost (OM), the bidder have to submit the Viability Gap Funding (VGF) / license fees for each year of operation and maintenance period of seven years, i.e. from year 1 to year 7 after implementation period of three months, as per the format of Financial Bid given at **Annexure B**.
- II. Viability Gap Funding (VGF) / license fees year-wise have to be quoted by the bidder after considering all the taxes, GST, and any other liabilities during the project durations and the concessionaire will be sole responsible for such liabilities. Any revision or enforcement of taxes, duties etc. have to be borne by the concessionaire. Any increase in labour wages shall be borne by the concessionaire.
- III. The financial evaluation shall be carried out on the of financial bid submitted by the bidder for Viability Gap Funding (VGF) / license fees for 1 to 7 year in the format for financial bid at **Annexure B**.
- IV. Capital cost investment by the concessionaire initially and subsequently during the concession period of 7 years have to be ascertained precisely, and after considering the service level indicators during the concession period.

### 3.6.1 Evaluation of Financial Bids

- 3.6.1.1 Financial Bids of the only bidders who are technically found qualified shall be opened and processed for evaluation.

3.6.1.2 Financial Bid Rejection Criteria:

- Incomplete Price Bid
- Price Bids that do not conform to the Financial Bid format

3.6.1.3 The financial bids shall be evaluated as per methodology given below:

Computation of Financial Amount (F):

After considering the capital cost (C), the O&M cost (OM) and any other cost, the bidder has to submit the Viability Gap Funding (VGF) or license fees for each year from **1 to year 7** of the operation and maintenance period as per the format of financial bid given at **Annexure B** in the RFP document.

Financial amount (F) of a bidder will be computed as the **Net Present Value** of the Viability Gap Fund or License fee through the following formula:

$$F = \sum_{t=1}^7 \frac{VGF_t}{(1+r)^t} \quad \text{minus (-)} \quad \sum_{t=1}^7 \frac{\text{Licence Fee } t}{(1+r)^t}$$

**Where,**

- VGF<sub>t</sub> = Annual Viability Gap Funding (VGF) per OWC per year to be paid by NDMC to concessionaire quoted by bidder for particular year (t)
- Licence Fee<sub>t</sub> = Annual Licence Fee per OWC per year to be paid by concessionaire to NDMC quoted by bidder for particular year (t) Year of VGF or Licence
- t = Fee
- r = discount rate @ 7%

3.6.1.4 The financial amount (F) of the bidder shall be the net present value of the project calculated as mentioned above as per the financial bid submitted by the bidder.

3.6.1.5 Selection of Preferred Bidder

- The financial amount as calculated above for all technically qualified bidders will be placed in ascending order.
- The technically qualified bidder whose financial amount is lowest worked out as detailed above, will be declared as Preferred Bidder.
- In case two or more technically qualified bidders have same financial amount, then in such case, the Preferred Bidder will be selected only from such bidders having highest net worth. In case net worth is also same, then the Preferred Bidder will be selected by draw in between such technically



qualified bidders having same financial amount and net worth.

- 3.7 NDMC reserves the right to accept or reject the bid (s) and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the effected Bidder or Bidders of the ground for NDMC action.
- 3.8 After selection of Successful Bidder for award of work in terms of Chapter 2 Clause 19-Award of Work, a Letter of Award (the "LOA") shall be issued, in duplicate, by the NDMC and the successful Bidder/selected Service Provider shall, within seven (7) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful Bidder/selected Service Provider is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as Damages on account of failure of the successful Bidder/selected Contractor to acknowledge the LOA.
- 3.09 Issue of Letter of Award (LOA) shall not be construed as any right given in favour of the successful Bidder/selected Service Provider and NDMC reserves the right to annul the process of award, including signing of Service Provider Agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 3.10 Upon issue of LOA to the successful Bidder/selected Service Provider Bank, NDMC will release the EMD of all the remaining Bidders, except the successful Bidder/Service Provider.
- 3.11 After acknowledgement of the LOA as aforesaid by the successful Bidder, it shall cause the successful Bidder to execute the Agreement within the period prescribed in Chapter 2 Clause 20.2.-Contract Agreement of the RFP. The successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

#### **4.1. GENERAL**

- 4.1.1 Bidder is mandated to get enrolled on e-Tendering portal of Govt. of NCT of Delhi <http://govtprocurement.delhi.gov.in>.
- 4.1.2 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

- 4.1.3 Any bidder who has downloaded the tender document from NDMC website [www.ndmc.gov.in](http://www.ndmc.gov.in) shall not construe the same as his qualification for the tendered work.
- 4.1.4 Bidder shall download the Bidding Document in his own name and up-load the technical and financial bids separately well before the last date and time of up-loading the bids on the e. procurement website of Govt. of NCT of Delhi.
- 4.1.5 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.
- 4.1.6 Fax / E-mail / Hard Copy of bids shall not be accepted.
- 4.1.7 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.
- 4.1.8 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.
- 4.1.9 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.
- 4.1.10 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. NDMC reserves the right of annulment of tender without assigning any reasons whatsoever.
- 4.1.11 Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- 4.1.12 Bids from a Joint Venture / Consortium shall not be accepted.
- 4.1.13 The bidder has to pay Rs.5000/- as tender cost to be deposited in form of Demand Draft/banker's cheque in favour of SECRETARY, NEW DELHI MUNICIPAL COUNCIL payable at New Delhi of any nationalized / scheduled bank to be physically submitted in the office of the Executive Engineer (R-V), Room No. 229, 2nd Floor, S.B.S. Place, Gole Market, New Delhi-110001 and scan copy of the acknowledgement issued by the authorized person of his office to be up-loaded with the technical bid.
- 4.1.14 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.
- 4.1.15 All bids should be typewritten in English.

- 4.1.16 The bidder should have a solvency of Rs. 160 .00 Lacs (Rs. One Hundred Sixty lacs) which shall not be less than 6 months old (Scanned copy of original solvency to be uploaded).
- 4.1.17 The Bidder will further undertake to execute/supply & install additional 1/4 (one fourth) of the Bided quantity of Organic Waste Converter (OWC) Plants and carry out Comprehensive Operation and Maintenance of the additional OWC for 7 (Seven) Years, if so desired by the NDMC, on the same bided rates and as per the terms and conditions of this Tender Document (RFP).
- 4.1.17 Non compliance with any of the above conditions will result in disqualification from the process of bidding for this project.

## CHAPTER-2 INSTRUCTIONS TO BIDDERS

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## 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
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 Four Organic Waste Convertors using Segregated left over Food/Vegetable Waste etc. at Four locations in NDMC area namely Under Safdarjung Flyover near of CWC Godown, Behind Gate No. 5 near Garages in Ravinder Nagar, Near STP Plant Mahrshi Raman and Near Gym at Kaka Nagar to produce compost as per Aerobic Composting process, as detailed below:

S.No.	Name of Colony(ies)	Organic Waste Convertors Locations.
1.	Jor Bagh & Chanakyapuri Flats	Under Safdarjung Flyover near of CWC Godown.
2.	Ravinder Nagar	Behind Gate No. 5 near Garages
3.	Bharti Nagar, Pandara Road	Near STP Plant Mahrshi Raman Marg.
4.	Kaka Nagar & Bapa Nagar	Near Gym at Kaka Nagar

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 Organic Waste Plants as per the terms of this RFP and as per specifications mentioned herein. The Selected Bidder(s) shall be responsible for undertaking the Work of supply, Installation, Commissioning and comprehensive Operation & Maintenance for 7 (Seven) years of the Project as per the terms of the RFP Project Documents including Agreements emanating from the RFP.

1.3. NDMC shall purchase the aerobic Compost (byproduct) generated at the bided rates.

1.4. The Service Provider should ensure that at least 600 Kg. aerobic Compost of desired standard is generated as byproduct/per Plant/Per day.

1.5. The subject tender is an e-tender and available on e-tendering websites <http://govtprocurement.delhi.gov.in> and also NDMC website [www.ndmc.gov.in](http://www.ndmc.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.

1.6. The bidder shall submit their offer through e-tendering site <http://govtprocurement.delhi.gov.in> of Govt. of NCT of Delhi (both technical and financial Bids to be up-loaded separately, 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.

1.7. Bidder is required to obtain a legally valid class II Digital Signature Certificate (DSC) its user who is authorized to submit bid on-line from the licensed Certifying Authority (CA). In case Bidder already possesses the legally valid class II 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.

1.8. 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**

The bidder has to pay Rs.5000/- as tender cost to be deposited in form of Demand Draft / banker's cheque in favour of SECRETARY, NEW DELHI MUNICIPAL COUNCIL payable at New Delhi of any nationalized / scheduled bank. The tender cost shall be deposited in the Executive Engineer (R-V), Room No. 229, 2<sup>nd</sup> Floor, S.B.S. Place, Gole Market, New Delhi well before the last date and time of up-loading the Bids and scan copy of the acknowledgement of deposit of tender cost issued by the authorized person of the office of the Executive Engineer (R-V) shall be up-loaded with technical bid.

## **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 180 days 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.

**EARNEST MONEY DEPOSIT (EMD)** Rs.10,00,000/- (Rupees Ten Lacs only) shall be deposited by the Bidder as 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 (all to be drawn in favour of Secretary, NDMC). The Earnest Money payable by the Bidder to the NDMC in such acceptable mode as detailed in Clause 3.3.3.2, shall be deposited in the Office of Executive Engineer (R-V), Room No. 229, 2<sup>nd</sup> Floor, S.B.S. Place, Gole Market, New Delhi well before the last date and time of up-loading the Bids and scan copy of the acknowledgement of deposit of Earnest Money issued by the authorized person of the office of the Executive Engineer (R-V) shall be up-loaded with technical bid.

- 6.3. Bids not accompanied with acknowledgement of deposit of EMD and tender cost with the authorized officials of the office of the Executive Engineer (R-V), NDMC, Room No.229, SBS Place, 2<sup>nd</sup> floor, Gole Market, New Delhi-110021 in the acceptable mode, well before the Bid submission time shall be considered as non-responsive and such Bids are liable to be rejected.

**6.4. Release of EMD**

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

- 6.4.1. EMD of bidders disqualified during technical evaluation, shall be released immediately after the technical evaluation is approved by the competent authority.
- 6.4.2. EMD of bidders qualified in the technical evaluation bid but unsuccessful in the Financial/price bid stage shall be released immediately after final approval of the proposal by the competent authority.
- 6.4.3. EMD of the successful bidder shall adjusted in the security deposit.

**6.5. Forfeiture of EMD:**

EMD shall be forfeited in the following Circumstances:-

- 6.5.1. 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.

6.5.2. 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.

6.5.3. In case the contractor fails to commence the work specified in the tender documents on the 15<sup>th</sup> day or such time period as mentioned in letter of award, after the date of which the Engineer-in-Charge 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.

6.5.4. 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 (Total Financial amount worked out for seven years as per the Clause 3.6.1.3 of the RFP) 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 Award 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 from the Bills of the Contractor, can be released against bank guarantee issued by a scheduled bank or the security deposit can be tendered in the form of bank guarantee from the scheduled bank at the time of execution of the contract by the successful Bidder. The Bank Guarantee on account of Security Deposit should be valid for a period of 6 (six) months beyond the contractual period.

**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 Engineer-in-Charge 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. 306 of G.F.R 2017 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**

10.1 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 Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer-in-Charge 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 Engineer-in-Charge any other authorized representative of the Engineer-in-Charge 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 No .....has 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 Engineer-in-Charge 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 Engineer-in-Charge 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 Chief Engineer(Civil) 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 Engineer-in-Charge 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. (A) SITE VISITS**

### **11.1. SITE LOCATION**

Site for the Project are located in NDMC area at Four places namely Near Gym at Kaka Nagar, Under Safdarjung Flyover near of CWC Godown, Behind Gate No. 5 near Garages in Ravinder Nagar, Near STP Plant Mahrshi Raman to produce compost as per Aerobic Composting process. The bidder should also assess the distance after carrying out the site inspection.

### **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.

## **11.(B) PRE-BID MEETING and BID**

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

COUNCIL ROOM  
3<sup>RD</sup>, 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.

2. The Representative of the Bidders should seek clarification during pre-bid meeting

and their queries and points on which clarification is sought should positively reach on the very day of the pre-bid meeting itself by the 5.00 P.M. in the proforma added as Annexure XX of the RFP through e.mail at the address **xenr5ndmc@gmail.com**.

## **12. BID SUBMISSION**

Bidder has to submit the required documents mentioned in the bidder evaluation criteria mentioned in the 3.3.1 (eligibility criteria), 3.3.2 (Technical and Financial/ Price Bid Evaluation) and duly filled and signed annexure (I to XIX)

Technical and Financial Bids must be up-loaded separately on e. procurement website of Govt. of NCT of Delhi <http://govtprocurement.delhi.gov.in> well before the due time and date mentioned in the Notice Inviting Tender. Technical and Financial Bids should be up-loaded separately as stated below:

### **12.1 TECHNICAL BIDS (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 Organic Waste Manure Projects as per Format attached in **Annexure III**.
- 12.1.4** Bidders' General details/ Information (**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** Power of attorney for Authorized Representative (to be executed on non-judicial stamp paper of appropriate value (**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 (FINANCIAL BIDS) (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 (GST) 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 and upload the same on website e-procurement.

**12.7** The Price offered by the Bidder shall not appear anywhere in any manner in the Pre-Qualification/Technical 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 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 technical 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 NDMC 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 technically qualified 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 Award (LOA) will be issued prior to expiry of Tender Validity to the successful bidder after evaluation of the Technical 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 21 days from the issue of Letter of Award 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 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 GST) 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 deemed to be included in the rate and prices quoted 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 reimbursed.
- 26.2** Bidder should note that any increase in the taxes, duties, levies, increase in labour wages 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 Bidder has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of the Engineer-in-Charge is likely to delay achievement of implementation and commissioning Date, which is one month from the date of signing of agreement;
- (ii) The Successful Bidder is in Material Breach of O&M Requirements;
- (iii) Any representation made or warranties given by the Successful Bidder under this RFP document is found to be false or misleading;
- (iv) A resolution has been passed by the shareholders of the Successful Bidder for the voluntary winding up of the Successful Bidder ;
- (v) Any petition for winding up of the Successful Bidder has been admitted and liquidator or provisional liquidator has been appointed or the Bidder 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 Bidder are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Bidder 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 Bidder as at Commencement Date; and

c) RFP document remains in full force and effect.

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

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

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

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

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

## **27.2 No Breach of Obligations**

The Successful Bidder 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 Bidder 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 Bidder . Within 15 days of receipt of the Preliminary Notice, the Successful Bidder shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "**Bidder 's Proposal to Rectify**"). In case of non-submission of the Successful Bidder '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 Bidder 's Proposal to Rectify is submitted within the period stipulated therefore, the Successful Bidder shall have further period of 15 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Successful Bidder 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 Bidder 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 Bidder is paid to the NDMC before the Termination Date; and
- (iii) the Project Facilities are handed over to NDMC by the Successful Bidder 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 Bidder 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 Bidder 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 Bidder .

#### **(b) After Commissioning**

If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Successful Bidder . The Successful Bidder 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 Bidder or any Person claiming through or under the Successful Bidder 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 Bidder , to the interests of the Successful Bidder 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 Bidder and such counter party and NDMC shall in no way or manner be liable or responsible for such sums. The Successful Bidder 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 Bidder in connection with the Project, and the hand back of the Project Site/facilities by the Successful Bidder 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 Bidder fails to deliver vacant and peaceful possession of the Project Facilities as contemplated in this provision, the Successful Bidder shall be liable to pay to NDMC and NDMC shall be entitled to recover from the Successful Bidder, 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 Engineer-in-Charge 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 Engineer-in-Charge writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.



If the Engineer-in-Charge 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 Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge'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 Supdtg. Engineer(R-I) If t h e 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 Chairman, NDMC, If there be no Chairman, 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 Engineer-in-Charge 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

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## 1. OBJECTIVE AND PLANTS SPECIFICATION

**Name of work: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Convertor (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

### SPECIFICATIONS

NDMC shall provide required electric load for Drum Composting Machines as per requirement by successful bidder. The electrical load shall be sanctioned to the successful bidder on completion of usual formalities as are required to be completed by the Commercial electricity consumer of NDMC area. He will also be required to make payment for the electricity consumption on the commercial rates to the NDMC as per the bills raised based on the rates prevalent in NDMC area from time to time. However all the necessary work related civil work (RCC Foundation) for erection and commissioning of equipments including electrical works, panel, civil works for installation or any other allied works shall have to be done by the successful bidder..

### TECHNICAL SPECIFICATIONS

#### 1.1

##### A. GENERAL DESCRIPTION :

Manufacture and Supply of 2.00 TPD capacity Drum Waste Composting Machine along with Operation and Maintenance for Treatment of Municipal Solid Waste (MSW)

The machine should have self loading & unloading features. The main structure of the equipment should be of a robust construction specially designed for heavy duty applications.

##### B. TECHNICAL SPECIFICATION OF OWC Machine :

The technical specifications and requirements of Organic Waste Convertors to be provided and installed are left to the Bidders/Service Provider to ensure the complete and optimal processing of 2.00 TPD (Ton Per Day) Organic Waste, as per the terms and conditions of the RFP, in the form of leftover Food/Vegetable Waste and Horticulture Waste generated from NDMC Colonies/Gardens and provided to the Service Provider by the NDMC on each site. The Electric Motors, Inbuilt Shredding and curing System, Internal & External Body, Electrical Parts/Components, Shafts, in-built Safety features etc. of the Organic Waste Convertors should be of best quality, standard specifications and of reputed brands to provide interrupted regular Service to the NDMC as per the requirements of the terms and conditions of the RFP.

#### **Annexure -**

The key objective of the project is to:

- Work, installation, commissioning, operation of 4 (Four) Nos. Organic Waste Converter Plants of 2000 to 2200 KPD capacity at various places in NDMC Area.
- Operation and maintenance of the Plants total for 7 (Seven) years of which 1(one) year for defect liability period and 6(Six) years for post defect liability period.
- Training about Plants operation and maintenance to the staff designated by the Council.
- Produce enriched manure.
- Production of Aerobic Compost as per the requirements mentioned In Clause 1.4 of this Chapter.

## **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 Plants, 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 Letter of Award. 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. Plants 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 Bidder shall be responsible to provide a weighing scale at the Plants location to weigh the feedstock on daily basis. The Contractor shall maintain a log book of the weight of the feedstock received from NDMC each day.
- 2.4.3. The bio-degradable waste will be processed in the Plants and disposal of non- biodegradable waste(if any) shall be undertaken by NDMC.
- 2.4.4. Necessary measures shall be taken to avoid foul smell in the surroundings.
- 2.4.5. Weekly cleaning of the Parts of the Organic Waste Convertor Plants and the adjoining area to maintain proper hygiene.
- 2.4.6. dewatered liquid should be converted into recyclable water to be used in the Plants in place of dewatered liquid to be discharged into sewerage drain. The excess liquid shall be used by NDMC for horticulture purpose or could be released into the sewerage system based on requirement.
- 2.4.7. The rejected waste that cannot be fed to the Organic Waste Convertor Plants will be taken by NDMC staff for disposal
- 2.4.8. dewatered liquid should be converted into recyclable water to be used in the Plants in place of Residual waste water after dewatering to be disposed at NDMC sewerage system
- 2.4.9. The security of the Organic Waste Convertor Plants will rest with the Contractors till such time operation and maintenance of the Organic Waste Convertor Plants is not handed over to NDMC
- 2.4.10. The deputed personnel shall be qualified and well trained so that they can handle any type of operation hazard quickly and timely.
- 2.4.11. The deputed personnel shall have to keep daily log sheet for the Organic Waste Convertor Plants as per format to be supplied after commissioning of the Organic Waste Convertor Plants.
- 2.4.12. 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.

- 2.4.13. Contractor shall depute minimum 6 (six) un-skilled and 1 (one) skilled person for supervision for operation and maintenance of the Organic Waste Converter Plants. If any additional man power required, same shall be arranged by concessionaire at his own cost. They shall be fully responsible for the complete O&M and optimum operation of the Plants. 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. The manpower should be deployed round the clock as per NIT/RFP Performa for schedule of rates, Note – Point no.-2: ESI /EPF contribution for reliever will be reimbursed as per labour laws.
- 2.4.14. NDMC shall provide water and electricity connection for installation, operation and maintenance of the Plants and the contractor to pay the charges/cost on the basis of actual as commercial cost.
- 2.4.15. During Operation and maintenance of the OWC no bad smell, odour or poisonous gases should be let off in the atmosphere.
- 2.4.16. NDMC will not be responsible for any death / injury to any individual due to accident during execution or Plants operation. The Bidder shall be solely responsible for the same.
- 2.4.17. Bidder will be responsible for the health/life insurance of all the individuals working at site.
- 2.4.18. Minimum wage act shall be applicable to all workers/employees of the service provider.
- 2.4.19. 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.
- 2.4.20. All personal protective equipments and safety materials shall be provided by the Bidder.
- 2.4.21. The bidder shall maintain daily record of incoming waste, aerobic Compost generated etc.
- 2.4.22. Plants premises and surrounding area is well kept and clean all the time by the Bidder.
- 2.4.23. The bidder shall construct, commission, operator and maintain the Plants with required preventive measures to control the flies, pest, odour, rodent etc.
- 2.4.24. 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.

- 2.4.25. The Bidder shall make arrangements to insure the equipments, machineries involved in the project and also for the personnel engaged for the project.
- 2.4.26. Good Housekeeping practice shall be maintained in and around the project site over the entire contract period by the Bidder.
- 2.4.27. The Bidder has the obligation to treat the received waste daily. The time of receipt shall be mutually agreed between Bidder and NDMC.
- 2.4.28. Bidder shall ensure proper maintenance through procurement of spares and chemicals, undertaking general maintenance, etc., as per requirements.
- 2.4.29. 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.
- 2.4.30. **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 security deposit/earnest money and performance bank guarantee shall liable to be forfeited.

## 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 Plants. Bidder will be responsible for any structural defects associated with the Plants 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 7 (Seven) years, the bidders have to quote considering all such repairs & maintenance that may be required for smooth operation of the Plants 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 Plants in the identified land. The NDMC would provide adequate plot of land as per Drawing Attached, 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 for the work during construction and operations at commercial rate.
- 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 Plants premises as resource recovery area and will be taken back by NDMC
- 3.6. NDMC will monitor the progress of the Plants before and after its commissioning.

### 4. PAYMENT SCHEDULE

- 4.1. The payment for viability Gap funding (VGF) operation & maintenance of Organic Waste Converter Plants shall be released on the following basis:
  - 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. In case the bidder is not registered with EPF/ ESI , GST and labour license, the registration certificate with EPF/ ESI , GST and labour license shall be submitted before the release of the first payment. (Annexure-II)The schedule will be as defined in Service Level Agreement as in **Annexure XVIII**
- 4.2. 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.
- 4.3. 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

- 4.4. 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 monthly 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 including GST, statutory dues, local levies 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 2000 KPD capacity shall be completed within 3 (Three) Months which shall be reckoned from the issuing date of Letter of Award (LoA) 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 Hazardous 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 Service Provider will ensure that the Organic Waste Convertors have the following Environmental Control Measures:

- (a) **Odor Control:** Pollution Controller is mounted outside the OWCs Units designed to capture gases and absorbs foul smell. Air Vent is placed in upper corner of the Units and is connected with Bio-filtering materials mounted outside the unit to allow the extra air and produced volatile Matters (as gas or vapor) to pass out through Pollution Controller.
- (b) **Health and Safety:** The OWCs to be installed should be equipped with different electric and electronics items like pH and Temperature monitoring system. The PPEs will be used during the entire operation period for safety purposes. The all electrical and electronic items will be of good quality and insulated with non-reacting materials.
- (c) **Monitoring Mechanism:** To access the ongoing chemistry within the processing Units of OWCs , it should be equipped to monitor change in process of physical which reflects the color and texture of waste that is displayed through inspection window. The chemical changes at different strata like moisture pH and temperature shall be displayed on control panel. The change in pH shall be mitigated through addition of liquid dose while the concentration of moisture can be maintained through mixing or addition of inoculum.

#### **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/Contractor 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 Engineer-in-Charge 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**  
**Annexures**

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## LIST OF ANNEXURES

- Annexure I: Declaration of black 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 Organic Waste Convertor System in Last 5 Years
- 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 : Performa 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/DEBARRING**

**Name of Work: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

TENDER NO: 2017\_NDMC\_141316\_1

**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 declared/debarred 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/debarring, 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 declared/debarred 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 and in the absence thereof state "NIL")

**In the case of Company:**

We hereby declare that we have not been placed on any blacklist/debarred 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 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, 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 & LABOUR LICENSE**

**Name of Work: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

TENDER NO: 2017\_NDMC\_141316\_1

Bidder to furnish details of Provident Fund, ESI Registration & Labour License:

**EPF and ESI REGISTRATION NO: DATE OF ISSUANCE**  
**LABOUR LICENSE 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 ORGANIC WASTE CONVERTOR SYSTEM  
DURING THE LAST 5 YEARS**

S. No.	Description of the work (Size of Waste to Organic Waste Convertor Plant to projects and type of work done to be mentioned)	Location of the work	Client details (Name, contact nos., officer-in-charge)	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

(Signature of Bidder & seal)

**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	GST Registration No.	
7	EPF Registration No.	
8	ESIC Registration No.	

**EMD Details**

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	G.S.T. 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.**

**(Signature of Bidder & seal)**



**Annexure V**  
**(Bid Form)**

To,

**Executive Engineer (R-V)**  
**New Delhi Municipal Council**  
**Room No. 229, S.B.S. Place, Gole Market, New**  
**Delhi-110001**  
**Telephone No. 011-23742249**

Dear Sir,

After examining/reviewing the Bidding Documents for Supply, Installation, Commissioning and comprehensive operation and maintenance (O&M) of 2.00 TPD capacity Organic Waste Converter (OWC) Machine along with Operation and Maintenance for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area Under Safdarjung Flyover near of CWC Godown, Behind Gate No. 5 near Garages in Ravinder Nagar, Near STP Plant Mahrshi Raman to produce compost as per Aerobic Composting process on cost based selection (CBS) 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 180 days from the date of submission of Technical 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 (2014-15, 2015-16 and 2016-17):

Sl. No.	Year	Annual Turnover (in Rs./-)		Documentary Evidence Pg No.
		In Figures	In Words	
1	2014-15			
2	2015-16			
3	2016-17			

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**

**Power of attorney for Authorized Representative**

[To be executed on requisite non-Judicial Stamp Paper of Rs.100/-]

I/We/M/s....., hereby, authorize the following representative to sign and submit the proposal document, negotiate terms and conditions of the contract agreement, to deal with the -----, to issue and receive correspondence related to all matters of the proposal for the following work:-

Name of work- **Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.** We undertake the responsibility arising out of any act of the representative appointed hereby. We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us

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(s).

Yours faithfully,

Place:

Name:

Designation:

Date:

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)		
	Confirm that the following details have been submitted in the Technical Bid:		
	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.		
2	c) Confirmation that bidder and/or its sub-contractor have not been blacklisted / debarred by any Government or Quasi Government agencies of PSU. Further, we confirm that we have not been put on Blacklist of NDMC or any other Government Agency/ PSU/ ULB		
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 the Acknowledgment of EMD deposit is up-loaded with the Technical Bid.		
7	Confirm that any correction in the Technical Bid has been initialed and stamped by an authorized person		
8	Confirmation that any deviations taken against commercial and technical specifications of the Bid Document are strictly in line with the proforma mentioned in <b>Annexure-XII</b>		
9	Confirm that annual reports for last three financial years & duly filled in & certified, are enclosed in the offer for financial assessment.		
10	Confirm that digitally signed & stamped copies of all the documents establishing the bidder's eligibility are enclosed.		

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

(Signature of Bidder & seal)

**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:

**Executive Engineer (R-V)  
New Delhi Municipal Council  
Room No. 229, S.B.S. Place, Gole Market, New  
Delhi-110001  
Telephone No. 011-23742249**

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of publication of the RFP/ 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: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

TENDER NO: 2017\_NDMC\_141316\_1

**FORM OF CONTRACT**

THIS CONTRACT made at New Delhi this \_\_\_\_\_ day of \_\_\_\_\_;  
BETWEEN NEW DELHI MUNICIPAL COUNCIL., (hereinafter referred to as the "NDMC" 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 NDMC 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 Award of Tender along with SOR
- (c) Letter of Acceptance
- (d) Tender documents, clarifications to the queries of the pre-bid meeting and addendums

/corrigendum 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 Award of Tender along with Annexure thereto and a copy of Letter of Award 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 VGF/ License fees.**

- 3.1 Subject to and upon the terms and conditions contained in the Contract documents, the NDMC shall pay to BIDDER the VGF accepted by NDMC or charge license fees 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 Delhi/New Delhi 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 NDMC with reference to the Contract shall be deemed to have been sufficiently served upon the NDMC (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 NDMC, any notice, order or other communication sought to be served by the NDMC 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 NDMC in enforcing any right or remedy of the NDMC 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 NDMC and notwithstanding such failure or delay, the NDMC 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  
For and on behalf of  
NEW DELHI MUNICIPAL COUNCIL.

SIGNED AND DELIVERED  
For and on behalf of  
(BIDDER)

by.....

by.....

In the presence of:  
(This day of \_ 2017)

In the presence of:

1.

1.

2.

2.

**Annexure XI**  
(On letterhead)

**FORMAT OF LETTER OF WAIVER OF CONDITIONS/DEVIATIONS**

Date:-\_\_\_\_\_

**Name of work : Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Convertor (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

TENDER NO: 2017\_NDMC\_141316\_1

I/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 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 hereby undertake that the Organic Waste Convertors will be supplied and installed strictly as per the Technical Specification of the Plants provided in the Tender Document (RFP) and there will be no deviations, variations to the Technical Specifications. We further undertake to ensure comprehensive operation and maintenance of these 4 (Four) OWCs for a period of Seven Years at Four locations in NDMC area as per the terms and conditions of the RFP as per the financial/price bid offered by us.

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: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

TENDER NO: 2017\_NDMC\_141316\_1

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 Technical 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**

Deleted

EE(R-V)

**ANNEXURE XIII**  
**FORMAT FOR ADVICE OF VENDOR BANK DETAILS**

*(On the Letterhead of the Bidder)*

Date: \_\_\_\_\_

To

**Executive Engineer (R-V)**  
**New Delhi Municipal Council**  
**Room No. 229, S.B.S. Place, Gole Market, New**  
**Delhi-110001**  
**Telephone No. 011-23742249**

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,

.....,  
.....,  
.....

**SUBJECT: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

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

**Executive Engineer (R-V)  
New Delhi Municipal Council  
Room No. 229, S.B.S. Place, Gole Market,  
New Delhi-110001  
Telephone No. 011-23742249**

**SUBJECT: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

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.**

FORMAT OF INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017, between, on one hand, the New Delhi Municipal Council (NDMC) acting through Shri \_\_\_\_\_, Designation of the Officer, NDMC (hereinafter called the “Buyer/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 Shri \_\_\_\_\_ Designation (hereinafter called the “Bidder/Service Provider/Contractor” which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the “Buyer/Principal/Owner” propose to enter into Contract for Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area under PPP Model and the Bidder/Seller/Supplier is willing to offer/has offered the same; and

Whereas the Bidder(s)/Service Provider(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer/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 Buyer/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 bidding, execution & public procurement,

And

Enabling Bidder(s)/Service Provider(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the

Buyer/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 Buyer/Principal/Owner

1.1 The Buyer/Principal/Owner undertakes that no official of the Buyer/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 Buyer/Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Service Provider(s)/Contractor(s) alike, and will provide to all Bidder(s)/Service Provider(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Service Provider(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Service Provider(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).

1.3 All the officials of the Buyer/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 any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Service Provider(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)/Service Provider(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its 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 commit itself to the following:

3.1 The Bidder(s)/Service Provider(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 Buyer/Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The Bidder(s)/Service Provider(s)/Contractor(s) further undertakes that it 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, fee brokerage or inducement to any official of the Buyer/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 disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 3.3 Bidder(s)/Service Provider(s)/Contractor(s) shall disclose the name and address of agents/Brokers/ representatives/ Intermediaries and Indian Bidder(s)/Service Provider(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/Service Provider(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5 The Bidder further confirms and declares to the Buyer/Principal/Owner that the Bidder is the original manufacturer / integrator / authorized government sponsored export entity of the manufacturers and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer/Principal/Owner or any of its functionaries, whether officially, or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The 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 agents, 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)/Service Provider(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)/Service Provider(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The Bidder(s)/Service Provider(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Buyer/Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Service Provider(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Service Provider(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to Buyer/Principal/Owner or to IEMs so appointed by NDMC.
- 3.11 The Bidder(s)/Service Provider(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)/Service Provider(s)/Contractor(s) or any employee of the Bidder(s)/Service Provider(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 Buyer/Principal/Owner, or alternatively, if any relative of an officer of the Buyer/Principal/Owner has financial interest/ stake in the Bidder(s)/Service Provider(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Service Provider(s)/Contractor(s) at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The Bidder(s)/Service Provider(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Buyer/Principal/Owner
- 3.14 NDMC has adopted integrity pact for all its contracts for 50 lakh and above. It is mandatory for the bidders/contractors to sign the I.P. The bid of bidder/contractor to do not sign the I.P. shall not be considered. Details of IEMs (Independent External Monitor) are available on NDMC's website.

In case of any grievances about the bid the same may be sent to IEM/Vigilance of NDMC with the name address of the sender.

#### **4. Previous Transgression**

- 4.1 The Bidder(s)/Service Provider(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this

Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Service Provider(s)/Contractor(s) exclusion from the bidding process.

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

## 5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the Bidder shall deposit an amount ..... (to be specified in the RFP / Tender) as Earnest Money / Security Deposit, with the Buyer/Principal/Owner through any of the following instruments:

(i) Bank Draft or Pay order in favour of .....

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer/Principal/Owner on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment to the Buyer/Principal/Owner shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP / Tender).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the Bidder and the Buyer/Principal/Owner, including warranty period, whichever is later.

5.3 In case of the successful Bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the Buyer/Principal/Owner to the Bidder on earnest Money/Security Deposit for the period of its currency

## 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder(s)/Service Provider(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Service Provider(s)/Contractor(s)

shall entitle the Buyer/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)/Service Provider(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Buyer/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 Buyer/Principal/Owner, and in case of an Indian Bidder(s)/Service Provider(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)/Service Provider(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)/Service Provider(s)/Contractor(s) from the Buyer/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 Buyer/Principal/Owner, along with interest.
- (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Service Provider(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Buyer/Principal/Owner resulting from such cancellation/ rescission and the Buyer/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)/Service Provider(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from five months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Buyer/Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Service Provider(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 Buyer/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 Buyer/Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Buyer/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)/Service Provider(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 Buyer/Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Service Provider(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Service Provider(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 :

7.1 The Bidder undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any Government (Central, State, Local) or its PSUs or Buyer/Principal/Owner, and if it is found at any stage that similar product/systems or subsystems was supplied by the Bidder to any Government (Central, State, Local) or its PSUs or Buyer/Principal/Owner at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the Bidder to the Buyer/ Principal/ Owner, if the contract has already been concluded.

## 8. Independent External Monitors

8.1 The Buyer/Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs are as follows:

- |                     |     |  |
|---------------------|-----|--|
| 1. Sh. V.K. Gupta   | IEM | <a href="mailto:vinod101951@gmail.com">vinod101951@gmail.com</a> |
| 2. Shri D.K. Sharma | IEM | <a href="mailto:shharmadk@gmail.com">shharmadk@gmail.com</a>     |



- 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 this Pact, they shall so inform to Chairman, NDMC.
- 8.6 The Bidder(s)/Service Provider(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Buyer/Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Service Provider(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)/ Subcontractor(s) confidentiality.
- 8.7 The Buyer/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 offer 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 Buyer/Principal/Owner/Bidder(s)/Service Provider(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting 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 Buyer/Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Service Provider(s)/Contractor(s) and the Bidder(s)/Service Provider(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

The action stipulated in this Integrity Pact are 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 and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Service Provider(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after five months from the date of the signing of the contract by the successful bidder.

12.2 Should one or several provision 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 \_\_\_\_\_

Buyer/Principal/Owner  
Bidder(s)/Service Provider(s)/Contractor(s) Name of  
the Officer, Chief Executive Officer Designation

New Delhi Municipal Council

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

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

**ANNEXURE-XVI**

**UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR**

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 NDMC 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 NDMC. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for blacklisting of the NDMC.
- e) I/We accept and undertake to respect and uphold the NDMC'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:**

1. 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.
2. 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 after 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 of supply, installation and commissioning of 2.00 TPD Organic Waste Manure Plant within 3 (Three) Months which shall be reckoned from the issuing date of Letter of Award (LoA) or first date of handing over of site, whichever is

later, 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:-

2.1 Maximum time for Supply, Installation, Commissioning and making operational 4 (Four) 2.00 TPD capacity Organic Waste Convertor (OWC) Plants shall be Three (3) months from the date of issuance of letter of acceptance.

2.2 After the expiry of Three months from the date of issuing of letter of award or first date of handing over of site, whichever is later, penalty of Rs.2,000/- (Rs. Two Thousand only) per day for each OWC will be imposed on the Service Provider for delay in commencement of the project for first 30 days and after that Rs.5,000/- (Rs. Five Thousand Only) per day each OWC for next 30 days will be paid by the Service Provider to the NDMC.

2.3 After 60 days of penalty period, the Performance Security will be forfeited in favour of NDMC and agreement will be terminated by the NDMC without any further notice. In such case of termination of the agreement, without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Performance Security, NDMC shall not be liable in any manner whatsoever to the Service Provider.

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 bidder is not willing to execute the order or commits breach of any term and condition of the tender or that of the agreement, the security deposit/earnest money and performance bank guarantee shall liable to be forfeited.

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 on monthly basis starting from the date of plant commissioning till the end of O&M period. The payment shall be based on satisfactory working of the plant & producing of the aerobic compost as per the parameters and minimum requirements of Plants specifications under para-1.1 of the scope of work.

- II. During operation & maintenance period of 7 (Seven) years of the Organic Waste Convertors Plants, if there is any loss or damage of any component of the Plant due to mis-management / mishandling 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 aerobic composting for the operation and maintenance of the Organic Waste Converter Plants. They shall be fully responsible for the complete O&M and optimum operation of the Plants. The name and contract nos. of the persons shall be notified to NDMC for the purpose of contact, responsibility and correspondence with regard to all trouble shooting.
  - I. In case of any fault/damage of any part of the Plants and / or in the event of Plants 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/per plant non-operation shall be charged to the Service Provider beyond two non-operational days/month.
  - II. In case the rectification period becomes more than 7 days penalty of Rs.3,000/- per day of plant non-operation shall be charged from the 8<sup>th</sup> non-operational day onwards in a month for first year. For second year onwards up to third year this penalty will be increased @5% per year on compounded basis.
  - III. If the Contractor does not accept the Organic Waste supplied by the NDMC or otherwise if the same is accepted and not processed, NDMC shall be empowered to levy without any further notice @ Rs. 500/- per day of such default.
  - IV. In case there is un-hygienic condition inter-alia odour, stench and rodent at site, NDMC shall be competent to levy a penalty of Rs. 1000/-, without any notice, on every such default.
  - V. Contractor is bound to lift and remove from the site the Organic Aerobic Compost generated at site with 48 hours of such generation failing which Penalty @ Rs. 500/- per day will be levied by the NDMC without any further NDMC.

VI. The Penalty would be levied for a particular day, if there is less processing of the Plant. In case processing capacity goes down to:

- |                              |                                      |
|------------------------------|--------------------------------------|
| (a) 2 to 1.9 Ton/per day     | -Rs. 500 per day/Plant               |
| (b) 1.8 to 1.9 Ton/per day   | -Rs. 1000 per day/Plant.             |
| (c) 1.75 to 1.80 Ton/per day | -Rs. 1500 per day/Plant.             |
| (d) Below 1.75 ton per day-  | No VGF will be paid for that period. |

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

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 work 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 Compost.

- I. NDMC officials shall have the right to cause an audit and technical examination of the quality of the aerobic compost.
- 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 aerobic Compost is not upto the desired standard as assured by the Bidder or prescribed by any statutory/regulating Agency, a penalty of Rs.30,000/- will be charged to the Contractor for that particular month

**For & on behalf of  
New Delhi Municipal Council**

Contractor:-



**ANNEXURE-XIX**

**Performa for 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 NDMC stating 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. .... (Rupees .....only)
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 to .....unless 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 the .....day of .....for.....(indicate the name of the Bank)

\*\*\*\*\*

**ANNEXURE XX**

**Name of work: Supply, Installation, Commissioning of 4 (Four) 2.00 TPDcapacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

**Queries/Request for Additional Information/Clarifications sought during pre-bid meeting:**

**Please e.mail soft-copy of Queries/Request for Additional information/Clarifications to [director.accounts@ndmc.gov.in](mailto:director.accounts@ndmc.gov.in) positively.**

<b>S.No.</b>	<b>RFP Reference (Section, Page)</b>	<b>Content of RFP requiring clarification</b>	<b>Point of clarification required</b>	<b>Responses (Not to filled by Bidder)</b>
1.				
2.				
3.				
4.				

## Annexure XXI

### **Documents the scanned copy to be uploaded online with Technical Bid by the Bidder on the e.procurement site of Govt. of NCT of Delhi**

<https://govtprocurement.delhi.gov.in>

S. No.	Document the scanned copy to be up-loaded online
1.	Scanned copy of EMD
2.	Scanned copy of receipt in respect of cost of RFP deposited with NDMC
3.	In case of individual firm registered deed and registered partnership deed in case of partnership firm. In case of company, the following is required: Certificates of incorporation; Registration Certificates;
4.	Scanned copy of PAN CARD of individual/firm/company.
5.	Scanned copy of GST registration.
6.	Scanned copy of latest copy of license from labour commissioner to employ contract labour under contract Labour Act.
7.	a) Scanned copy of Certificate regarding turnover issued by Chartered Accountant for last three financial year 2014-15, 2015-16 & 2016-17  Or b) Audited financial statements for the last three financial years (FY 2014-15, 2015-16 & 2016-17).  Declaration in form of <b>Annexure VI</b> is to be submitted by the Bidder.
8.	Scanned copy of PF/ESI registration certificate.
9.	Scanned copy of solvency certificate as provided under Clauses 4.1.16 & 12.1.19 of RFP be up-loaded.
10.	Scanned copy of undertaking as per Annexure –I regarding barred /blacklisted
11.	Scanned copy of proof of having required experience as provided under Clause 3.3.1 (B) of the RFP upto the last date of submission of bids with Annexure-III duly filled & signed.
12.	Scanned copy of certificate issued by Chartered Accountant

	regarding positive net worth for the financial year 2016-17.
13.	Scanned copy of Power of attorney as per Annexure-VII
14.	Scanned copy of Integrity Pact as per Annexure-XV
15.	Technical Bid Index (in.pdf form)
16.	Price bid (BOQ) in pdf. Form as per the Performa of Schedule of Rates Chapter 5. (To be up-loaded separately)
17.	Scanned copy of complete RFP and decisions of pre-bid meeting duly signed on each page by the authorized representative of the Bidder.

Chapter-5:  
SCHEDULE OF RATES

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## **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 GST, 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**

### **ADDITIONAL CONDITION / CLAUSE OF RFP**

As per Cabinet Decision No. 2323 dated 23.03.2016, Govt. of NCT of Delhi. Labour Department, Delhi, the contractor has to pay wages to the labours engaged for the work for previous month latest by 7<sup>th</sup> day of next month. To this effect, the contractor has to furnish a monthly certificate by 10<sup>th</sup> day of next month to the Chief Engineer(Civil).

The Payment to the labourers is to be paid as per rules. Pay Slip, EPF & ESIC statements are to be given to the labourers from time to time and wages are to be transferred to their Bank Accounts. ESI Smart Card is to be issued to the labours. Further contractor has to ensure that there is no under-payment to Contract labour and they are not working beyond the prescribed working hours. Payment of Gratuity to labour as and when she/he completes five years of service. Deduction of Gratuity from the contractor's final bill and putting it in dedicated fund or hand over to the next contractor for the purpose.

The following records such as the muster roll, wages registers, deduction register, leave register, register of workman, overtime etc. should invariably be made available for inspection by NDMC Officers/officials as and when they are called for.

The contractor has to make compensation in case of fatal/non-fatal accidents as per Rule, failing which stringent action will be taken against the contractor.

Integrity Pact:

All bidders are required to submit the Integrity Pact duly signed bidders who will not upload the duly signed integrity pact their bid will not be considered. For implementation integrity pact following independent external monitors have been appointed by NDMC.

Shri V.K. Gupta

Email ID : [vinod101951@gmail.com](mailto:vinod101951@gmail.com)

Shri D.K. Sharma

Email ID: [shharmadk@gmail.com](mailto:shharmadk@gmail.com)



## FINANCIAL BID

**(TO BE UP-LOADED ON THE E.PROCUREMENT WEBSITE SEPARATELY)**

**Name of work: Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.**

I / We hereby offer the following Bid Amount for Supply, Installation and Commissioning of 2.00 TPD capacity 4 (Four) Organic Waste Converter (OWC) Plants with comprehensive Operation and Maintenance for a period of 7 (Seven) Years including first of year of defect liability, as per the specifications of OWC on the terms and conditions of the Tender Document (RFP).

The Bidder will have to submit the financial bid in the letterhead of their company. The format will be the same as the one mentioned below. The financial offer per Organic Waste Converter in NDMC Area are offered below:

<b>Engagement of Agency for Design, Supply, Installation, Commissioning of 4 (Four) 2.00 TPD capacity Organic Waste Converter (OWC) Plants along with Comprehensive Operation and Maintenance of these 4 (Four) Plants for Seven Years for Treatment of Organic Municipal Solid Waste (MSW) at Four locations in NDMC area.</b>		
A	B	
The year for which Viability Gap Funding or license fee start from Commercial Operations Date	The amount has to be offered either for 'Viability Gap Funding' or 'License Fee' <b>per Organic Waste Converter (OWC)</b> per year in NDMC area (Rs. in Figure) and (Rupees in word)	
1	Viability Gap Funding	License Fee
2	3	3
1st Year	(Rs.....) (Rupees.....)	(Rs..... .....)
2 <sup>nd</sup> Year	(Rs.....) (Rupees.....)	(Rs..... .....)
3 <sup>rd</sup> Year	(Rs.....) (Rupees.....)	(Rs..... .....)
4 <sup>th</sup> Year	(Rs.....) (Rupees.....)	(Rs..... .....)
5 <sup>th</sup> Year	(Rs.....) (Rupees.....)	(Rs..... .....)
6 <sup>th</sup> Year	(Rs.....) (Rupees.....)	(Rs..... .....)

7 <sup>th</sup> Year	(Rs.....) (Rupees.....)	(Rs..... ...)
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The above offer has been quoted after considering the below:

- I. In column B, the bidder has to quote either yearly Viability Gap Funding (VGF) to be paid by NDMC to the bidder or License Fees to be paid by bidder to the NDMC per Organic Waste Convertor Plant per year.
- II. Viability Gap Funding (VGF) or License Fees is offered after considering the capital cost defined in RFP and the O&M cost for each year from 1<sup>st</sup> year to 7<sup>th</sup> year after Commercial Operations Date.
- III. Capital cost is assessed for initially and subsequently years during the concession period of 7 years after considering the normal wear and tear as per the project requirement and other up gradation of Plants etc. require for fulfilling the service level indicators during the concession period.
- IV. The bidder shall quote the Viability Gap Funding or License Fees in the format above after considering all the taxes , services taxes, duties, and any other liabilities during the concession period and the concessionaire will be sole responsible for all liabilities of this project. Any revision or enforcement of taxes, duties etc. have to be borne by the bidder.
- V. The bidder has to quote either VGF or License Fee for a particular year only
- VI. If bidder offer both VGF and License Fee for a particular year, then the license fee will only be considered for calculation of the Financial Amount for Net Present Value as per procedure defined in RFP. The successful bidder has to pay License fee for the particular year.
- VII. The above offer rates by the bidder are inclusive of all duties, taxes, service tax and other levies etc. (as applicable). The bidders shall include all duties, taxes, services, EPF, Insurance, ESI and other levies etc. Nothing extra shall be paid by NDMC.
- VIII. Payment will be made per Organic Waste Convertor per quarter = Viability gap funding /license fees per Organic Waste Convertor per year offer in column B above divided by Four (4) (Rounded off to nearest Rupee).

The above rates are being Bided by us, with the clear understanding that:

1. The technical specifications and requirements of Organic Waste Convertors to be provided and installed are left to the Bidders/Service Provider to ensure the complete and optimal processing of 2.00 TPD (Ton Per Day) Organic Waste, as per the terms and conditions of the RFP, in the form of leftover Food/Vegetable Waste and Horticulture Waste generated from NDMC Colonies/Gardens and provided to the Service Provider by the NDMC on each site. The Electric Motors, Inbuilt Shredding and curing System, Internal & External Body, Electrical Parts/Components, Shafts, in-built Safety features etc. of the Organic Waste Convertors to be provided by the Service Provider shall be of best quality, standard specifications and of reputed

brands to provide interrupted regular Service to the NDMC as per the requirements of the terms and conditions of the RFP.

2. The Bidder/Service Provider also undertake to execute additional 1/4 (one fourth) of the Bided quantity of Organic Waste Convertor (OWC) and carry out Comprehensive Operation and Maintenance of the OWC for 7 (Seven) Years including first year of defect liability, if so desired by the NDMC, on the same terms and conditions of this Tender Document (RFP).
3. All duties, taxes, change in labour wages 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 Service Provider 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 to Service Provider on production of definite proof of deposition of such taxes.
4. ESI & EPF contribution of employer for eight unskilled persons will be reimbursed to the Service Provider by NDMC for O&M period of 7 (Seven) years.
5. The locations for setting up of these Four Organic Waste Convertors can be increased/decreased/changed by the NDMC at its own discretion, which shall be final and binding upon the Service Provider.

**SIGNATURE OF THE BIDDER**  
**Seal and Stamp**

Name: \_\_\_\_\_

Full Address: \_\_\_\_\_