

DIRECT TAXES REGIONAL TRAINING INSTITUTE

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No.DTRTI/Admn/60/Waste Converter/2011-12

Dated: 11/04/2011

NOTICE INVITING TENDER

Sealed tenders in three parts (Pre Qualification in **ANNEXURE-1**, Technical bid in **ANNEXURE-2** [WITHOUT RATES] and: Financial bid in **ANNEXURE-2** [WITH RATES]) are invited from the bidders having experience in manufacturing or distribution and maintaining of Organic Waste Converter by Commissioner of Income-tax (CIT), Direct Taxes Regional Training Institute [DTRTI], Bangalore for supply, installation, commissioning and maintaining Organic Waste Converter **at DTRTI**, Jalahalli, Bangalore for a period of one year .

The tender document along with terms and conditions can be had on a request with full address from the Deputy Director (Admn)/DDO, DTRTI, Bangalore on all working days between 10:00 hours to 17.00 hours till 19th April, 2011. The tender document can also be downloaded from the website www.incometaxindia.gov.in. The sealed tender should be addressed to CIT, DTRTI, Bangalore.

The tender process shall be as detailed in chapter 2 of this Notice Inviting Tender [NIT]. The CIT, DTRTI, Bangalore may reject any or all of the tenders received without assigning any reason.

The bidders are requested to study the full document before participating in the tender process and give compliance report in **ANNEXURE-3** with signature on all the pages of the tender document as a proof of having read it.

DTRTI desires that the campus is eco friendly. The bidders are required to be sensitive to this aspect while bidding for the work.

Adopting un-ethical means will debar an applicant from the tendering process besides other action as per rule.

(Guru Bhashyam)
Deputy Director (Admn)
DTRTI, Bangalore

Contents	Page No.
Chapter-1 Scope of work	3
Chapter-2 2. TENDER PROCESS AND AWARD OF CONTRACT	4
2.1 Pre Qualification criteria	4
2.2 Submission of Technical & Financial Bids	4
2.3 Amendment of Bid Document.	6
2.4 Opening of Tenders	6
2.5 Validity and Evaluation	6
2.6 Acceptance of Tender	7
2.7 Performance Security	7
2.8 Signing of contract.	8
2.9 Supply, install and commissioning & Start of services	8
2.10 Relationship with employees	8
2.11 Delays in Contractor Performance	8
2.12 Liquidated Damages	8
2.13 Penalty	9
2.14 Labour Regulations	9
2.15 Safety regulations	10
2.16 Status of the successful bidder and its staff members	10
2.17 Conduct of the successful bidder and its staff members	11
2.18 Extension and Termination of Contract	12
2.19 Termination for default	12
2.20 Termination for insolvency	12
2.21 Sub contracting and post agreement conditions	12
2.22 Arbitration	12
2.23 Force Majeure	13
2.25 Court Jurisdiction	13
Chapter 4 Other Conditions	14
ANNEXURE-1 FORMAT FOR PRE-QUALIFICATION CRITERIA	16
ANNEXURE-2: BILL OF QUANTITY	17
ANNEXURE-3: FORMAT OF TENDER COMPLIANCE REPORT	19
ANNEXURE-4: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	20
ANNEXURE-5: FORMAT PERFORMANCE SECURITY GUARANTEE BOND FORM	21
ANNEXURE-6: PARTICIPATION OF NEAR RELATIVES OF DTRTI EMPLOYEES IN THE TENDER/EXECUTION	23
ANNEXURE-7: FORMAT OF AFFIDAVIT	23

Chapter-1

Scope of work: Supply, installation, commissioning, operating and maintaining of 30 litre capacity Organic Waste Converter along with curing system and shredding equipments as per the technical specification given in annexure-II.

The bidder is required to supply, install and commission Organic Waste Converter machine, shredding machine and curing racks at the designated shed in DTRTI campus situated at Plot no. 17, Peenya Plantation B, near HMT Watch factory, Jalahalli, Bangalore-560017.

All the equipments supplied under this tender shall be covered under comprehensive three year warranty against any defect or malfunction.

The bidder on successful commissioning of the equipments will be required to operate and maintain it by employing one of their trained personnel. The operation of the equipment will have to be carried out between 9 am to 5.30 pm on all days except on Sundays. The waste for conversion will be delivered to the conversion shed. Thereafter, all other tasks like shredding, feeding to the converter, stacking in the curing system and packing in gunny sacks will be the responsibility of the bidder's personnel.

Well ventilated shed for placement of the machineries, racks, equipment will be provided by the DTRTI. Water and electricity will be provided free of cost to the successful bidder for operation of the converter. Any other add-on such as sawdust, bio-enzymes etc if required will have to be provided by the bidder

It will be duty of the bidder to ensure that the equipments installed are optimally utilized during the office hours and ensure the continued presence of the operator during the specified hours.

The bidder shall ensure that waste shall not lie untreated in the shed for more than 24 hours on its arrival.

The bidder shall ensure the maintenance of equipments supplied under this contract to avoid any breakdown and will also be responsible for maintenance of all other infrastructure such as shed, electric, water supply lines etc as provided by the DTRTI.

The bidder shall ensure at all times the tidiness of the premises and its surrounding.

Chapter-2

2. TENDER PROCESS AND AWARD OF CONTRACT

The tender will be in three-bid format as follows:

- a. Pre bid qualification
- b. Technical Bid
- c. Price Bid

The time line for submission of the bids is as follows:

Submission of bids	12.00 noon of 20 th April, 2011
Pre-qualification bid opening date & time	03.00 pm of 20 th April, 2011
Technical & Financial Bid opening	03.30 pm of 20 th April, 2011

The pre qualification criteria are mentioned below. Only those concerns/ companies who comply with all the stated requirement will be allowed to take part in further bidding process. The same should be submitted within the timeline given above in **ANNEXURE- 1 and will be evaluated by the Tender Opening Committee [TOC] on 03.00 pm of 20th April, 2011.**

2.1 Pre Qualification criteria.

1. Bidder shall have at least five years experience in supplying, installing, commissioning and running of Organic Waste Converters to larger industrial/Institutional/Residential establishments.
2. The bidder should have been doing the same nature of job for at least three establishments for three consecutive years. Detailed list of clients and work certificates would be required.
3. The bidder should have Service Tax registration number and PAN number.
4. Copy of Profit and Loss Account and Balance Sheet for last 3 completed financial years certified by Registered Chartered Accountant or duly audited published Annual Report must be submitted.
5. The bidder should have ESI and PF registration
6. The bidder should have certified trained employees for the assigned task from competent authorities or bodies.
7. ISO certification is desirable.
8. The bidder should have adequate infrastructure (office, telephone number, Fax machine, net connection etc) for ensuring satisfactory services.

2.2 SUBMISSION OF TECHNICAL & FINANCIAL BIDS:

2.2.1 The bid should be submitted in a sealed main envelope with the words "Supply, installation, commissioning, operating and maintaining of 30 liter capacity Organic Waste Converter at DTRTI" with the name and address of the bidder on the envelope. The main envelope should contain three separate sealed envelopes containing the 'prequalification bid', 'technical bid' and the 'financial bid' respectively.

The sealed tender should be addressed to DD (Admn), DTRTI, Bangalore. DTRTI shall not be responsible if the bids are delivered elsewhere.

2.2.2 DTRTI may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case all rights and obligations of DTRTI and the bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.2.3 **Precautions while filling the bids.**

The bidders should take care of the following while filling the tenders.

(a) The technical bid envelope should contain all the below mentioned essential documents without which the tender shall be summarily rejected.

- The bid document book signed on all pages.
- **ANNEXURE-2** duly signed for its compliance without the commercial columns being filled.
- Letter of Authority to sign bid on behalf of company. In case of proprietor/owner of the firm, a certificate of the proprietorship/ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other persons signs the bid, then the signing person must be duly authorized by all the remaining partners for signing the bid.
- Compliance report of acceptance of terms and conditions including manpower and material deployment matrix in **ANNEXURE- 3**.

(b) The financial bid envelope should be sealed with the personal seal of the bidder and contain only the Annexure-2 appended to the tender documents showing the rates and the total amount for the bid.

- If on opening the tender, the tender committee finds the financial bid envelop is unsealed or improperly sealed the complete bid will be rejected and action taken to return the bids without further processing.
- Overwriting/correction should be duly signed by the bidder.
- A consolidated rate should be quoted along with its break up showing various items of charge including annual comprehensive warranty charges.
- The rates should be quoted in figures as well as in words and should be inclusive of all charges, surcharges, taxes, duties etc. whatsoever. The department holds no liability to increase the rates after their acceptance due to any reason whatsoever.
- The tender has to comply with the provisions of the Minimum wages Act of the State or the Center, whichever is higher, in respect of employee engaged for operation & maintenance and show proof of this in the breakup of the charges quoted by him. The rates quoted shall be firm and final.
- Compliance report of acceptance of terms and conditions including manpower and material deployment matrix in **ANNEXURE- 3**.

(c) Any attempt at influencing the evaluation of the tender will cause the bidder to be excluded from consideration.

(d) The bidder signing the tender should clearly specify whether he is signing as sole proprietor, partner, under power of attorney or as director/Manager/Secretary etc. as the case may be. Copies of the document authorizing the signatory to sign the tender on behalf of such company/firm and persons should be attached with the tender.

2.3. Amendment of Bid Document.

2.3.1 At any time prior to the date of submission of bids, DTRTI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendment.

2.3.2 The amendments shall be intimated in writing, e-mail or by FAX to all prospective bidders on the address intimated at the time of obtaining of bid document from the DTRTI and these amendments will be binding on them.

2.3.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the DTRTI may, at its discretion, extend the deadline for the submission of bids suitably.

2.4 OPENING OF TENDERS:

2.4.1 The tenders shall be opened on 20th April, 2011 in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in **ANNEXURE-4**). In the event of the date being a closed holiday, the tender would be opened on the next working day at the same time. Unsealed tenders shall neither be opened nor considered. Such unsealed tenders shall be returned to the concerned bidder after received their written request. The Tender Opening Committee [TOC] shall open the properly sealed tenders. It shall inspect the seals of the financial bid envelope available inside.

2.5 Validity and Evaluation

2.5.1 The bids should be valid for a period of at least six months from the date of opening of the tender, within which the award shall be finalized.

2.5.2 The Pre qualification and technical bids will be evaluated for satisfaction of the terms of the tender.

2.5.3 Conditional tenders are liable to be rejected.

2.5.4 The financial bid of only those bidders will be opened whose technical bids are declared responsive.

2.5.5 The evaluation of the responsive bids will be based on financial offers made by the various bidders based on the total of each item and resultant grand total.

2.5.6 If on check there are differences between the rates quoted by the bidder in words and in figures or in the amount worked out by him, the following procedure shall be followed.

(1) When there is a difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the contractor, shall be taken as correct.

(2) When the bidder does not work out the amount of an item or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.

(3) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly the rate quoted by the contractor shall be taken as correct and not the amount.

2.6 Acceptance of Tender

2.6.1 DTRTI is not bound to accept the lowest tender. DTRTI reserves the right to award the work to more than one agency depending upon urgency and requirement. Further, the contractor would not have any claim on the quantum of work allotted under the contract.

2.6.2 DTRTI reserves the rights to accept one or more bids in part or in full or reject all bids without assigning any reasons thereof.

2.6.3 DTRTI reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with DTRTI, or with any central or state government.

2.6.4 The successful bidder will have to provide irrevocable Bank Guarantee for a sum of ten percent of the Annual Contract Value (running and maintaining of the unit) drawn on a Nationalized Bank payable at Bangalore as **Performance Security as in ANNEXURE -5** and sign contract.

2.6.5. DTRTI may award the work order to the successful bidder immediately on opening of the Financial bid. The work order will be issued in writing and communicated through e-mail as provided by the successful bidder and sent by post to the address as provided in the tender document.

2.6.6 The timelines for submission of 'Performance Security' and start of service will commence from the date of receipt of work order.

2.7 Performance Security

2.7.1 The performance security shall be discharged/returned on expiry and successful completion of the contract, within a period of 2 months. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited, after giving due notice to the successful bidder in respect of the

defective/improper performance/execution or breach of any of the terms of the contract etc.

2.7.2 Any sum of money due or payable to the successful bidder, including the performance security refundable to him under the contract, may be apportioned by this office, against any amount of loss/penalty/caused/imposed on the contractor, which the contractor may own to DTRTI, Govt. of India, under this contract or any other contract or transactions.

2.8 Signing of contract.

The successful bidder shall present himself for signing the operation and maintenance contract along with the Performance Security immediately after receipt of purchase order from DTRTI.

2.9 Supply, install and commissioning & Start of services

The equipments shall be supplied, installed and commissioned at the designated site within 10 days of award of order.

Start of operation and maintenance services shall be made by the successful bidder immediately after successful commissioning of the equipments purchase under this tender.

2.10. Relationship with employees

2.10.1 Near relatives of all Income Tax Department employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works. In this regard certificate should be given as per **ANNEXURE-6**

2. 10.2 for the scope of this tender near relations are defined as under

(i) Member of Hindu Undivided Family

(ii) They are husband and wife.

(iii) The one is related to the other in the manner as father, mother, sons(s) & son's wife (daughter in law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & Sister's husband (brother in-law).

2.11 Delays in Contractor Performance

Start of services shall be made by the successful bidder in accordance with the time schedule specified in the supply order. In case the service is not started on the stipulated date as indicated in the order, DTRTI reserves the right to cancel the work order and/or recover liquidated damage charges. The cancellation of the work order shall be at the risk and responsibility of the successful bidder and DTRTI reserves the right to award the work at the risk and cost of the defaulting successful bidder.

2.12 Liquidated Damages

2.12.1 The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of

services will not deprive DTRTI of its right to recover liquidated damages as per **Clause below.**

2.12.2 Should the successful bidder fail to start services, DTRTI shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by DTRTI in making alternative arrangements along with penalty of Rs.100 per day for the delay period.

2.13 Penalty

In case of **breach of any conditions** of the contract and for all types of losses caused by the contractor, **DTRTI shall make deductions** as deemed suitable or as specified in the contract, from the bills preferred by the contractor.

2.14 Labour Regulations

2.14.1 The successful bidder shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work a copy of which he shall submit to DTRTI. He shall continue to have a valid license until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961 and Apprentices Act, 1961 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The successful bidder is fully responsible to observe the above laws as amended from time to time with regard to his employees and compensation and other benefits/risks in relation to employees to be engaged by him. Provisions of EPF and Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952 by the successful bidder in respect of labourers/employees engaged by them for performing the works of DTRTI.

2.14.2 The successful bidder shall indemnify DTRTI against payments to be made under and for the observance of the laws without prejudice to his right to claim indemnity from sub-contractors.

2.14.3 The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

2.14.4 10% [Ten percent] of total monthly manpower bills shall be retained by DTRTI and only after confirmation of employee EPF, ESI payment with proof will the same be released.

2.14.5 DTRTI shall have the right to deduct from the money due to the successful bidder, any sum required or estimated to be required, for making good the loss suffered by a worker, by reason of non-fulfillment of the conditions of the contract of the benefit of the worker, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

2.14.6 The event of any failure in this regard and in the event of any loss/damages caused directly or indirectly to DTRTI, the same will be payable by the successful bidder along with such penalty as may be decided by DTRTI which shall not be less than 10 percent of the total loss suffered by DTRTI.

2.15 SAFETY REGULATIONS

2.15.1 During the execution of work, unless otherwise specified, the contractor shall at his own cost provide the materials for and execute all work necessary for the stability and safety of all equipment, structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

2.15.2 The successful bidder shall be responsible to take all precautions to ensure the safety of the property whether of public or DTRTI property.

2.16 STATUS OF THE SUCCESSFUL BIDDER AND ITS STAFF MEMBERS

2.16.1 The successful bidder shall have the legal status of an independent contractor. Neither the successful bidder nor its staff members, nor any person employed by the successful bidder or its agents for, or within the frame work of, the performance of the services under the present contract shall be considered in any way as being staff members of DTRTI

2.16.2 The DTRTI shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the successful bidder, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

2.16.3 The successful bidder shall accept full liability arising due to its negligence or that of its staff members, agents or persons employed by it or its agents for sickness, injury, damages or death of persons provided by the successful bidder including on duty travel.

2.16.4 The successful bidder shall indemnify and hold harmless the DTRTI in respect of any claim arising out the contractor or its staff member's negligent or unlawful performance under the present contract and brought against the DTRTI by any person for a liability as referred to in paragraphs 2.16.2 and 2.16.3 above, including their heirs and assigns, or by third parties.

2.16.5 The successful bidder shall, at his expense, take out appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the contractor or its staff members performance under the present contract.

2.16.6 For the purposes of this article, the term third party shall be deemed to include, inter alia, officials of successful bidder and its agents and officials as well as any person or entity employed by the successful bidder or engaged for the contract, in order to perform services for, or supplying goods to the successful bidder in connection with the implementation of the present contract.

2.16.7 Notwithstanding anything to the contrary contained in this contract, the successful bidder shall only be liable, and shall only be required to indemnify the DTRTI in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the successful bidder or its staff members or agents in the performance of this contract.

2.17 CONDUCT OF THE SUCCESSFUL BIDDER AND ITS STAFF MEMBERS

a. The staff employed, including manager of the successful bidder, should be courteous, civil and polite in behavior towards all the trainee officers and the personnel of DTRTI establishment. An affidavit in **ANNEXURE-7** will have to be furnished by the bidders on their antecedents.

b. The successful bidder and/or his staff shall neither use any of his equipment or DTRTI material for playing radio/music/games/cards etc. nor any of the equipment like TV, A/C in rooms etc. would be used by the contractor or his staff.

c. The penalty clause will apply if the staff engaged is found/ reported to be demanding tips in cash/kind. This may also lead to cancellation of contract.

d. The successful bidder will ensure that his staff employed is not loitering in the corridors, chewing pans/smoking beedies, cigarettes etc.

e. The staff of the successful bidder should leave the campus immediately after completion of their job on the campus. They should not be found on the campus loitering or otherwise.

f. While on duty, the staff deployed by the successful bidder shall not use any room for their personal conveniences. In addition to imposition of penalty, breach of this clause may lead to the termination of the contract.

g. The persons engaged by the successful bidder shall also be subjected to check by the security and other personnel authorized by the DTRTI. DTRTI reserves the right to ask the successful bidder to dispense with services of any person engaged by it, who is reported to be of doubtful integrity.

2.18 Extension and Termination of Contract

The DTRTI reserves the right to terminate the contract in part or in full at any time with one month's notice without assigning any reasons thereof for which no letter of reason/explanation can be sought for by the successful bidder. The DTRTI will also have the right to extend this contract on the same rates, terms

and conditions at one time or in spells of lesser time period up to a cumulative maximum period of six months or till an alternate arrangement is made, whichever is earlier. Any further extension on the same rates, terms and conditions will be mutually agreed upon.

2.19 Termination for default

The DTRTI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder terminate the contract.

- If the successful bidder fails to provide the services as per the terms and conditions of this contract on the dates and on the specified times as requisitioned by DTRTI
- If the successful bidder fails to perform any other obligations(s) under the contract.
- If the successful bidder, in either of the above circumstances does not remedy his failure within a period as authorized by DTRTI in writing after receipt of default notice from DTRTI
- In the event of termination of contract the DTRTI may take the same services upon such terms and manner as it deems appropriate and the successful bidder shall be liable to DTRTI for any excess cost for the said service during the rest period for which contract is terminated.

2.20 Termination for insolvency

DTRTI may at any time terminate the contract by giving written notice to the successful bidder without compensation to the successful bidder if the successful bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued, or will accrue thereafter to the DTRTI.

2.21 Sub contracting and post agreement conditions

The successful bidder shall not be permitted to transfer their rights and obligations to any other organization or otherwise i.e. no subletting of the contract in part or whole, without written permission of the DTRTI shall be allowed.

2.22 Arbitration

2.22.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Commissioner of Income Tax, DTRTI, Bangalore or in case his/her designation is changed or his/her office is abolished then in such case to the sole arbitration of the officer for the time being entrusted, whether in addition to the functions of the Commissioner of Income Tax, DTRTI, Bangalore or by whatsoever designation such officer may be called (hereinafter referred to as the said officer) and if the Commissioner of Income Tax, DTRTI, Bangalore or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the Commissioner of Income Tax, DTRTI, Bangalore or the

said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

2.22.2 There will be no objection to any such appointment that the arbitrator is a Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Commissioner of Income Tax, DTRTI, Bangalore or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the point at which it was left out by his predecessors.

2.22.3 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

2.22.4 The venue of the arbitration proceeding shall be the office of the Commissioner of Income Tax, DTRTI, Bangalore or such other places as the arbitrator may decide.

2.23 Force Majeure

Neither successful bidder nor DTRTI shall be liable for any delay, default or failure under this agreement if such delay, default or failure arose as a direct consequences of force majeure including strikes, lock out, war and civil unrest.

2.24 Court Jurisdiction

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen at Bangalore and only courts in Bangalore shall have jurisdiction to determine the same.

Chapter 4

Other Conditions

1. Replacement [cost of material] and repair of non-functional electrical fittings though is not a part of this contract, the service provider would be required to report all such defects immediately to the officer in-charge at DTRTI. However it will be duty of service provider to carry out the service of replacement of such items.
2. Service provider will be responsible for minor repair works to all plumbing and sewage lines and rectify such defects on top priority.
3. Theft
The successful bidder shall be responsible for any theft of the items from the rooms or any other area given to bidder for operation. The details of the stolen materials/stores, will be given to the bidder in writing by the designated authority and the full cost of the material reported stolen will be recovered from the successful bidder within 4 weeks from the date of theft. The decision of DTRTI authorities on this will be final and binding on the successful bidder.
4. Payment
 - a. The successful bidder shall intimate the DTRTI about the satisfactory supply, installation and commissioning. Thereafter, the Officers / Representative of the DTRTI shall inspect the material and after being satisfied shall inform the Supplier of the same. Thereafter, the successful bidder shall submit the bills in duplicate.
 - b. The DTRTI shall take all necessary steps to make the contract payment within 30 days of receipt of the bill. No advance payment will be made. In any case, the DTRTI shall not be responsible for delays if any for reasons beyond its control.
 - c. The successful bidder's monthly bills for operation and maintenance should be supported by muster rolls/attendance for the respective month which should be duly certified by the Officer in-charge at DTRTI. The Officer in charge at DTRTI shall also render certificate regarding satisfactory completion of work every month. If agreed manpower is not deployed, then proportionate labour wages will be deducted from the monthly bill.
 - d. The successful bidder shall prefer bills of the actual work done every month by 5th of the following month along with the supporting document as mentioned in para above. The bills will be paid within maximum 4 [four] weeks thereafter, by A/c payee cheque, payable at Bangalore and will be sent to his company address by registered post or received personally. However, any deterioration in service or non-payment of wages to his staff will not be acceptable on the plea of delay in receipt of payment.

- e. 10% of total monthly manpower bills shall be retained by DTRTI and only after confirmation of employee EPF, ESI payment with proof will the same be released.
 - f. The DTRTI shall recover at source Income Tax on the gross bill value, payable per month to the successful bidder at the rates prescribed and remit the same to the concerned authorities.
 - g. Penalties, damages, and contract non-compliance recoveries quantified, if any, will be recovered from the monthly bill payments.
 - h. The successful bidder shall not petition for revision of rates tendered by him under any circumstance at any stage of work, either during execution or when the final claims are settled.
5. The contract may be terminated by either party by giving one month notice; however DTRTI can terminate the contract by giving 24hrs notice for breach of any terms and conditions of contract on the part of the contractor.
6. The operation and maintenance contract will be valid for ONE YEAR from the date of commencement of contract.

ANNEXURE-1**[FORMAT FOR PRE-QUALIFICATION CRITERIA]**

Sl.No	Description of the requirement	Compliance [Yes/No]	Annexure reference
1	Bidder shall have at least five years experience in supplying, installing, commissioning and running of Organic Waste Converters to larger industrial/Institutional/Residential establishments.		
2	The bidder should have been doing the same nature of job for at least three establishments for three consecutive years. Detailed list of clients and work certificates would be required.		
3	Copy of Profit and Loss Account and Balance Sheet for last completed financial year certified by Registered Chartered Accountant or duly audited published Annual Report must be submitted		
4	list of clients and work certificates for doing the same nature of job for at least three establishments for three consecutive years		
5	Service Tax registration number and proof		
6	PAN and copy of PAN card		
7	ESI registration proof		
8	PF registration proof		
9	Proof of direct employment of personnel for preceding year		
11	Proof of any ISO certifications obtained		
12	Proof of having adequate infrastructure (office, telephone number, Fax machine, net connection etc) for ensuring satisfactory services		

Bill of Quantity

Sl.No	Description	Quantity	Unit	Rate	Taxes	Amount
1	Supply, Installation, Commissioning of Organic Waste Converter along with all fixture and fittings as per the technical specification given	1	Nos			
2	Supply, Installation, Commissioning of 100 kg capacity per day Curing system along with all fixture and fittings as per the technical specification given	1	Nos			
3	Supply, Installation, Commissioning of 5 HP garden shredder along with all fixture and fittings as per the technical specification given	1	Nos			
4	Monthly manpower cost for running and maintaining the Organic Waste Converter as per the scope of work	1	Nos			

Technical Specification**ORGANIC WASTE CONVERTER**

Sl. No	Description	Specification
1	Power Connection	2.5Hp (Main Motor & Chopper Motor)
2	Brim Capacity	30Lit
3	Waste Batch Size	10kg
4	Batch Duration	15min
5	MOC	All Contact Parts of SS304
6	Trolley	One NO. of SS 304

Curing System (Single) For 100 Kg Waste Per Day.

Sl. No	Description	Specification	Quantity
1	HDPE crates, laminated with aerating net	54 x 36 x 26 cm. ht.	40 No's
2	M.S.Four Stage Storage Rack	380 x 55 x 170 cm.ht	1 No.
3	Leachate collection G.I Tray.	150 x 55 x 7 cm.ht.	2 No's

4	Moisture control fogging system	-	1 No.
5	Foggers	Make Netafim	56 No's
6	Disc Filter, pump, Pressure gauge, water drum.	As per System	Each Of One number
7	Ball Valve	As per System	Each of two numbers
8	Time control unit	As per System	1 No.
9	Other Accessories	As per System	-

Garden Shredder 5HP

<u>Sl.No</u>	<u>Description</u>	<u>Specification</u>
1	Kirloskar/Crompton/ABB motor	5 HP
2	Chipping Capacity	76 mm
3	Chipping Efficiency	3.53m ³ /Hr.
4	Chipping files	16 Pieces
5	Shredding dia	1.5 x 48 Cm
6	Chipping knives	2
7	Weight	48 Kgs.

[FORMAT OF TENDER COMPLIANCE REPORT]

To

Sub: Regarding tender for supply, installation, commissioning and maintaining Organic Waste Converter **at DTRTI**, Jalahalli, Bangalore

Dear Sir,

I have gone through the complete terms and condition of the Tender for supply, installation, commissioning and maintaining Organic Waste Converter **at DTRTI**, Jalahalli, Bangalore and accept the same.

Place:

Date:

Signature of Bidder

Name:

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The

Sub: Authorisation for attending bid opening for_supply, installation, commissioning and maintaining Organic Waste Converter at DTRTI, Jalahalli, Bangalore

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below:-

Order of preference	Name	Specimen Signature
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I.

II.

Alternate Representative

Signature of bidder

Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

[FORMAT PERFORMANCE SECURITY GUARANTEE BOND FORM]

1. In consideration of the Direct Taxes Regional Training Institute , Bangalore, having agreed to exempt _____(hereinafter called the said Contractor from the demand under the terms and conditions of an agreement/ No._____dated _____made between _____ and _____for one year for the work of _____(hereinafter called the said Agreement), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a bank guarantee for _____we (name of the Bank) _____(hereinafter referred to as 'the Bank') at the request of _____(contractors do hereby undertake to pay to the DTRTI an amount not exceeding _____against any loss or damage caused to or suffered or would be cause to or suffered by the DTRTI by reason of any breach by the said Contractor of any of the terms or conditions contained in the said agreement.

2. We (name of the Bank _____do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the DTRTI stating that the amount claimed is due by way of loss or damage cause to or suffered by the DTRTI by the reason of breach by the said contractor of any terms or conditions contained in the said Agreement or by reason of the contractor failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the DTRTI in these count shall be final and binding on the bank. However our Liability under this guarantee shall be restricted to an amount not exceeding____

3. We undertake to pay to the DTRTI any money so demanded notwithstanding any dispute or dispute raise by the contractor/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge or our liability for payment there under and the contractor/suppliers(s) shall have no claim against us for making such payment.

4. We (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 dues of the DTRTI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DTRTI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of 24 months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the Bank)_____further agree with the DTRTI that the DTRTI shall have the fullest liberty 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 from time to time or to postpone for any time or from time to time any of the powers exercisable the DTRTI against and said contractor and 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 or for any forbearance, act or omission on the part of the DTRTI or any

indulgence by the DTRTI to the said contractor 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 discharge due to the change in the constitution of the Bank or the contractor/supplier(s).

7. We (name of the Bank)_____lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DTRTI in writing.

Dated the day of for

(Indicate the name of the Bank)

ANNEXURE-6

Participation of near relatives of DTRTI employees in the tender/execution of works in DTRTI.

I _____ S/o _____ R/o _____ hereby certify that none of my relative(s) as defined in Clause No.2.10 of Chapter-2 of the tender document is/are employed in DTRTI unit as per details given in tender document. In case at any stage, if it is found that the information given by me is false/incorrect, DTRTI shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

BIDDERS SIGNATURE/OFFICIAL SEAL/STAMP

ANNEXURE-7

[FORMAT OF AFFIDAVIT]

Sir,

Sub:

Authority:

I, the undersigned hereby state that labourers / employees working [As per list enclosed] for M/s. _____ in DTRTI Contract No. _____ are free from all adverse antecedents. In the event of any unusual or illegal or unacceptable act / incidents / accidents caused by the labourers / employees working for M/s. _____

I take full responsibility for the lapses and misconduct on the part of labourers engaged by me.

Thanking You

Yours faithfully,
Signature:
Name: