



## **RE-TENDER DOCUMENT**

**No: CBJ/110/Composting Machine/252      dated: 09.08.2017**

**Name of work:-** Design, Supply, Installation, Commissioning, Operation and Maintenance of ‘Microorganism Based 24 Hrs fully automatic Composting Machine’ for a period of 5 years to Process Organic Biodegradable Solid Waste

**Issued By:**

**CANTONMENT BOARD, JUTOGH**  
**Tel. No. 0177-2837598. Fax No. 0177-2837598.**  
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## RE-TENDER

### **Design, Supply, Installation, Commissioning, Operation and maintenance of 'Microorganism Based 24 Hrs fully automatic Composting Machine' for a period of 5 years to Process Organic Biodegradable Solid Waste**

Reference this office E-tender Notice No. CBJ/110/Composting Machine/ 197dated 17.07.2017 published in newspaper "The Tribune and "Amar Ujala".

Online e-tenders are re-invited through the e-procurement portal <http://eprocure.gov.in/eprocure/app> by the Cantonment Board, Jutogh Cantt for Micro-organism based organic waste fully automatic composter from Manufacturer/Distributor for the work as described below. Manual tenders shall not be accepted. e-Tender documents may be downloaded from Central Public Procurement Portal website <http://eprocure.gov.in/eprocure/app> as per the details/schedule given below:-

S.No.	Description	Subject/Details
1	Name of e-tender	Design, Supply, Installation, Commissioning, Operation and maintenance of 'Microorganism Based 24 Hrs fully automatic Composting Machine' for a period of 5 years to Process Organic Biodegradable Solid Waste
2	Estimated Cost	15,00,000/- (Fifteen Lakh Only)
3	Cost of e-tender documents	Rs.1000/- Demand draft from any scheduled/Nationalized bank in favor of Chief Executive Officer, Cantonment Board, Jutogh Cantt payable at PNB, Totu. (copy shall be uploaded online and original to be submitted offline before due date of opening of e-tender Cover No. 1).
4	Period of contract	Five year from date of commissioning and extendable for further five years under AMC.
5	Eligibility Criteria	As per E-Tender Checklist and Terms/Conditions.
6	Amount of Earnest Money	Rs. 30,000/- (Rupees Thirty Thousand only) in the form of FDR from any Scheduled/Nationalized bank in favour of Chief Executive Officer, Cantonment Board, Jutogh Cantt payable at Jutogh Cantt (copy shall be uploaded online and original to be submitted offline before due date of opening of e-tender).
7.	Registration Fee	Rs. 3000/- (Rupees Three thousand Only) to be paid in the office while registering firm with Cantt. Board Jutogh in cash or in the form of Demand draft from any scheduled/Nationalized bank in favor of Chief Executive Officer, Cantonment Board, Jutogh Cantt payable at PNB Totu

## CRITICAL DATES

1	Publishing date and time of e-tender documents	09.08.2017 at 1645 hours
2	Starting date and time of e-tender documents downloading	09.08.2017 at 1700 hours
3	Date for registration with Cantt, Board Jutogh	09-08-2017 to 16-08-2017
4	Starting date and time of online submission (Cover No. 1 & 2)	09.08.2017 at 1700 hours
5	Closing date and time of bid/e-tender submission (Cover 1 & 2)	16.08.2017 at 1700 hours
6	Date and time of submission of original copy of Technical Bid Documents	Up to 18.08.2017, 1100 hours
7	Date and time of bid/e-tender opening (Cover No. 1)	18.08.2017 at 1130 hours
8	Date and time of bid/opening (Cover No. 2)	Will be intimated after opening technical bid.

Bidders are advised to study carefully the tender documents and the terms conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a token of acceptance.

1. Bidder have to register with Cantt. Board Jutogh before participating in E-tender. Only the bidders registered with the Cantonment Board Jutogh Cantt. shall participate in the tender. Fill from F-1& F-2 alongwith the concerned documents as asked in the from for registration. The registration fee is Rs. 3000/- for one year F.Y. and registration can be renewed in next financial year. The registration will be done in the office of Chief Executive officer Jutogh on any working day and as per dates given above. Bring original documents for verification during registration of the firm. The registration fee is to be deposited in the from of Demand draft from any scheduled/Nationalized bank in favor of Chief Executive Officer, Cantonment Board, Jutogh Cantt payable at PNB ,Totu.
2. Cost of tender is Rs. 1000/- (Rupees One Thousand Only) which is to be deposited in the form of Demand draft from any scheduled/Nationalized bank in favor of Chief Executive Officer, Cantonment Board, Jutogh Cantt payable at PNB , Totu. Copy shall be uploaded online and original to be submitted offline as per due dates. **(Form F-3)**
3. Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand only) along with the Technical bid in the shape of DD/FDR in favor of “Chief Executive Officer, Cantt Board Jutogh”, payable at Punjab National Bank, Totu. Technical Bids received without Earnest Money Deposit (EMD) and Tender Form fee shall stand rejected and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract. **(Form F-3)**
4. Cost of Tender Fee and Registration Fee shall be non-refundable.

5. That the offer shall be valid and open for acceptance of the Competent Authority of Cantt Board Jutogh, for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
6. That the bidder shall submit details of organizations where he has undertaken such similar services as per **F-4**.
7. That the bidder have to submit the original ink signed technical bid documents in after successful online bidding. The Scanned copy of the technical Bid documents should be uploaded online first in cover 1.
8. That the bidder shall submit the finance bid (Annexure-I) online only and no need to send the hard copy of finance bid to office.
9. No manual Bid will be accepted.
10. That Cantonment Board Jutogh will not be responsible for any postal delay or internet issues for bid submission.
11. That the bidder have to submit undertaking on an affidavit as per form F-5.

**APPLICATION LETTER FOR REGISTRARION  
(Specimen, on letter head of the service provider)**

**To**

The Chief Executive Officer  
Cantonment Board Jutogh  
Shimla – 171008.

**Subject:-** Design, Supply, Installation, Commissioning, Operation and maintenance of  
'Microorganism Based 24 Hrs fully automatic Composting Machine' for a period of  
5 years to Process Organic Biodegradable Solid Waste

Dear Mam,

Reference e-Tender ID : ..... and File Reference No.  
CBJ/110/Composting Machine/252 dated 09.08.2017.

2. In response to your above reference e-Tender, I/We, am/are Manufacturer/Distributor Company want to register with your Cantt. with the following details:-

- (i) That having acquired the requisite information related to the subject work after visit of the site and examining the form of e-tender , nature, quantum of work the e-tender invited by on behalf of the Cantt Board Jutogh, I/We, the undersigned hereby offer for providing Micro-organism based organic waste composter as indicated in the Tender-Documents strictly in accordance with the terms and conditions as indicated by you in the said document.
- (ii) I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably paid by me/us complying with Minimum Wages Act., EPF & ESI Rules / Act and also the Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971. All other payments like payments under Workmen Compensation Act etc. shall be borne and payable by me/us.
- (iii) I/We enclose following documents for registration of firm with your office:-
  - (a) Duly filled Form-F-2
  - (b) Company Profile
  - (c) Undertaking that I/We are not blacklisted form any Department for said services.

Thanking you.

Yours faithfully,

Signature  
(Full Name)

Dated:-

Signed as Proprietor/Partner/Director who holds power of Attorney on behalf of the firm.

Name of Firm

Address

**(Copy of the Power of Attorney if any to be submitted which will be compared with the original in case the tender is awarded)**

**F-2**  
**Details of Infrastructure of Bidder/ Vendor**  
**(On letter head of the firm)**

<b>1</b>	Constitution & Nature of Service Provider	
<b>2.</b>	Year of Establishment	
<b>3</b>	Registered Postal Address with Telephone No of the company / firm & Fax Number if any.	
<b>4</b>	Name and Mobile No. of contact person.	
<b>5</b>	Address of Branch (Local or in State).	
<b>6</b>	Name and address of Directors, in case of Company	
<b>7</b>	Name and address of Sole Proprietor	
<b>8</b>	Name and address of partners; in case of partnership firm	
<b>9</b>	Name of Bankers & Branch with full address	
<b>10</b>	Type of Account & Number	

Dated:-

Signature

**F-3**  
**(cover-1, on letter head of the firm)**

**DECLARATION BY THE BIDDER**

This is to certify that I/We before signing this e-tender have read and fully understood all the terms and conditions contained in the e-tender document and undertake myself/ourselves to abide by them and I/We hereby endorse the following required tender form fee and earnest money deposit :-

Encls:-

**Tender Form Fee Details:**

1. DD No./receipt No    :-    -----
2. Bank Name        :-    -----
3. Amount            :-    -----
4. Date                :-    -----

**Earnest money Deposit Details:**

5. FDR No.            :-    -----
6. Bank Name        :-    -----
7. Amount            :-    -----
8. Date                :-    -----

(Signature of Bidder with seal)

Name:

Seal:

Address:

Date:

Phone No (O):

2. Terms & conditions (each page must be signed and stamped with the seal)

**NOTE:** Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

**F-4**  
**(cover-1, on letter head of the Service provider)**

**Details of other organizations where such contracts undertaken during last 3 years**  
(Enclose supporting documents)

Performa containing details of other organizations where such or similar contracts were undertaken.

Sr. No.		
1	Name & Address of the Organization	
2	Contact No.	
3	Period of Contract	
4	Whether Govt./Semi Govt./Autonomous Bodies/PSUs/Industries etc. <b>(pl specify)</b>	

\*\* Add pages/rows as per need and contracts undertaken

(Signature of Bidder with seal)

Name:-

Seal:

Office Address:

Date:

Phone No (O)



**F-5**  
**(Undertaking on an affidavit)**

The firm have to give undertaking on affidavit that consisting of following points:

1. That firm will treat the presently available heaps of garbage available at the trenching ground.
2. That firm will obtained all clearances as required under the law for bringing in the plant and machinery to the site.
3. That firm will obtain Pollution Control Board (PCB) Certificate about their process (supply the certificate to this office.)
4. That firm would upgrade the plants and machinery with the latest technology, as and when any such change is brought about the originator of this machinery abroad. (Same should be comminuted to this office alongwith the expenditure to upgrade the machinery)
5. That firm would take all measures, at site, to ensure that the nearby public is not put to any inconvenience either by way of odour, foul smell etc. which is likely to emanate from the garbage being brought to the site.
6. That firm will not allow any garbage from outside to be treated in the plant being installed.
7. That in the event of the plant and machinery, remaining non-functional for any period of time, the responsibility of taking care of the garbage of the Board will be of the company for that period, otherwise, Board will manage the garbage for such period at the cost of the company. ( As on site warranty is covered, non-functionality of the machinery is sole responsibility of the firm at their risk and cost) )
8. That the process to be adopted by the company will confirm to all the Solid Waste Management Rules of Govt. of India and the Pollution Control Board (PCB) norms and that specific rules to follow with regard to treatment of plastic wastes are complied with.
9. That the respective duties of the company and the Cantonment Boards are clearly delineated when the project is under implementation and also the event to take place at the end of the contract period.
10. That firm will provide the user manual and full training to the office staff regarding operation of the machinery.

**TERMS AND CONDITIONS DEEMED TO BE PART OF TENDER/AGREEMENT**

**Name of work:-\_Design, Supply, Installation, Commissioning, Operation and Maintenance of ‘Microorganism Based 24 Hrs fully automatic Composting Machine’ for a period of 5 years to Process Organic Biodegradable Solid Waste.**

**1. Definitions & Interpretations**

In this tender document the following expressions shall have the definitions and interpretations given here under:

- 1.1** Tenderer / Bidder / shall mean an individual or firm (Proprietary or Partnership or Public limited or Private Ltd., etc.), or an incorporated company and shall include his/its legal heirs, executors, administrators, representatives, successors, liquidators and assignees.
- 1.2** Contract shall mean, collectively, all the terms, conditions, specifications, etc. of tender documents and stipulations contained in the various portions of the Contract Agreement and the Annexure there to if any.
- 1.3** Works shall mean the ‘Scope-of-Work’ to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implications envisaged in the contract and shall include all materials, equipment and labour required or incidental to or in connection with the commencement, performance and completion of any work and / or for incorporation in the works.
- 1.4** Site shall mean land available for Microorganism based 24 Hrs Organic Waste Composting Plant for processing of municipal organic waste.
- 1.5** Specifications shall mean, collectively, all the terms, conditions, general requirements, specifications, etc. mentioned in the technical bid and price bid and shall include all such amendments, revisions, removals or additions as may be made during the period of execution of the works and all written instructions to be issued by the cantonment Board Jutogh in terms of the contract, pertaining to the method and manner of performing the work or to the quantities and qualities of the work to be performed or materials to be provided under this contract.
- 1.6** Equipment(s) shall mean and includes any plants and equipments or parts thereof, including associated mechanicals, electrical, instruments, materials, stores and goods etc., to be maintained under the contract for achieving completion of works as per specifications.
- 1.7** Contract Price & Period:- Shall mean total amount quoted by the tenderer (inclusive of all taxes, levies, duties applicable at the time of tender submission) for carrying ‘Scope-of-Work’ defined in the tender document within 45 days from the receipt of letter of Intent (supply, installation and commissioning of machine).

## **2. Security Deposit**

The successful bidder has to Deposit 10% of the Total Contract Value, as a ‘Security Deposit (SD)’ which will be deducted from the Bill. SD will be returned to the bidder after completion of one year of commissioning .

Also the defect liability period will be considered as per the list attached in tender notice. In case of unsuccessful tenderer, EMD will be returned after signing the contract with the L1 bidder.

If the successful tenderer fails to commence the work within the prescribed time specified in the Work Order, the Earnest Money Deposit shall be forfeited by the Cantonment Board Jutogh.

In the event of a tender being rejected the Earnest Money Deposit will be refundable on application.

## **3. Interpretations**

- 3.1 Wherever in this contract the words ‘Directed’, ‘Required’, ‘ Permitted’ ‘Ordered’, ‘Designed’, ‘Considered’, ‘Necessary’, or like words are used, it shall be understood that the said directions, requirements, permission, design, etc. of the Cantonment Board Jutogh are intended; similarly words ‘Approved’, ‘Acceptable’, ‘Satisfactory’, or like works shall mean approved by or acceptable or satisfactory to the Cantonment Board Jutogh as case may be, unless any other meaning is specifically intended.
- 3.2 Interpretation wherever there is any clash, contradictions or discrepancy in the interpretations of any clauses of this tender document, the matter may be referred to the Board and its decision shall be final and binding.

## **4. Tender Invitation**

- 4.1 The Cantonment Board Jutogh invite a Tender for Design, Supply, Installation, Commissioning, of Microorganism Based 24 Hrs Composting Machine to Process Organic Biodegradable Municipal Solid Waste.
- 4.2 The Tenderer must obtain himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the work from the office of the Cantonment Board Jutogh during the office hours between 10.00 a.m. to 5.00 p.m. on weekdays except Sunday and holidays and inspect site of the work and acquaint himself with all local conditions and matters pertaining thereto.
- 4.3 The Tenderer shall ensure that he is fully familiar with the nature and extent of the obligations to be accepted by him, if the tender is accepted.
- 4.4 All information supplied by the Cantonment Board Jutogh in connection with this invitation to tender shall be treated as confidential by the Tenderer except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties for submission of the tender.

- 4.5 In the event of the tender being submitted by the firm, it must be signed by the Authorized Signatory, and in the even of the absence of any partner, it shall be signed on his behalf by a presence holding power of attorney authorizing him to do so.
- 4.6 Each of the pages of the tender documents is required to be signed by the person or persons submitting the tender as token of his / their having acquainted himself / themselves with terms and conditions, specification, etc. mentioned in the tender documents, as laid down. Any tender with any of the documents not so signed will be rejected.
- 4.7 The tender form must be filled in English and all entries must be made by Handwritten/Typed in ink, if any of the documents is missing or unsigned, the tender shall be considered invalid.
- 4.8 The rates quoted by the Tenderer shall include all eventualities such as heavy rain, sudden floods, etc., which may cause damage to the executed work or which may totally wash out of the work.
- 4.9 All prices for the Contract shall be inclusive of all taxes, duties, levies, transportation, insurance, loading, unloading, etc., are in Indian currency only. For the imported portion if any, Tenderer shall quote in Indian Rupees by converting the exchange rate & fluctuation if any during the contract period. Any variation in the rate of taxes, levies, duties, etc., or any other new taxes, etc added by the central government, state government, local government, etc. i.e. any type of variation in the taxes shall be absorbed by the Tenderer for the contract period, i.e. for execution work .
- 4.10 All Taxes& Duties currently eligible for deductions at source will be deducted from the respective bill & payments. If there is any upward or downward revision of Taxes & Duties applicable during the 120 days of contract period, the same will be revised & paid separately. However, no price variation (upward/downward) shall be made to the under any other circumstances what so ever.
- 4.11 The tender will be **liable to be rejected outright**, if while submitting it
- i) Any of the pages of the tender documents are removed or replaced
  - ii) Any errors are made by him in the tender.
  - iii) The Tenderer which do not fulfill any of the condition those in the printed form and those tenders which are incomplete?
  - iv) The Tenderer proposes any alteration in the time limit allowed for carrying out the work or any other condition.
  - v) If any correction done in the tender terms, conditions, specifications, etc. by the Tenderer.
  - vi) The conditional tenders and conditional offering discount
- 4.12 The Cantonment Board Jutogh is not bound to either accept the lowest or any tender, in its sole discretion. In case of rejection of all or any tender or scrapping of the entire invitation to bid, none of the tenders shall be entitled to claim any loses, cost, compensation or damages, which they may have incurred as a result of participating in the tender. The Cantonment Board Jutogh shall have the right of rejecting all or any of the tender without assigning any reasons thereof.

4.13 The successful bidder, in whose favor of a Work Order, will be issued by Cantonment Board Jutogh, require to execute a formal Contract Agreement on non-Judicial Stamp Paper and until such execution, the Tenderer Bid together with the Work Order issued by the Cantonment Board Jutogh shall form a binding to the successful bidder.

#### 4.14 **Opening Of Tender**

The Tender opening committee will open Technical Bid (Packet – I) of tender documents .The Price Bid of only those bidders will be opened whose technical bid is found as per the requirements of the Tender Document only after scrutinizing the Technical Bid(s) at later stage.

#### 4.15 **Validity of Offer**

The tender / offer shall remain valid for acceptance by the Cantonment Board Jutogh for a minimum period of 90 days from the date of opening of the Price Bids. Tender once offered cannot be withdrawn .

#### 4.16 **Bid Evaluation**

The Tenderer are notified that the tenders will be evaluated in accordance with a rigorous predetermined evaluation procedure. This procedure evaluate the Technical bids first and price bid of only those bidders will be opened who qualify technical Evaluation criteria.

#### 4.17 **Acceptance of Tender**

Acceptance of tender will rest with the competent authority that does not bind them to accept the lowest bid and reserves the right to reject any or all tenders and no reasons will be given for acceptance or rejection thereof. The Tenderer whose tender is accepted will have to enter into a regular contract and abide by all rules and regulations embodied in the tender. Tender once accepted shall be binding on the Tenderer even if the formal agreement is not signed.

### 5. **Terms of Payment**

5.1 **Electro-Mechanical Cost** - 90% against actual Electro-Mechanical work carried out with the prior approval of Junior Engineer.

5.2 **O&M payment** – Against submission of monthly waste feeding data abd submission of Monthly Bill as per rates approved per year per month.

5.3 **Security Money** : 10% of the Total cost of the project will be released after successful completion of Operation and Maintenance period of 5 years.

### 6. **Plants and Machinerics shall installed at the Project Site**

#### **Electromechanically:**

Microorganism Based 24 Hrs Fully Automatic Composting Machine organic waste processing composting machine having capacity mentioned in tender having following specification

## 1) Processing Capacity 250 Kg Per Day

<b>Technical Specifications for Microorganism Based 24 Hrs Fully Automatic Composting Machine</b>	
<b>A. COMPOSTING MACHINE</b>	
<b>Per Day Waste Processing Capacity</b>	250 Kg
<b>Composting System</b>	Microorganism Based 24 Hrs Composting
<b>Operation &amp; Processing</b>	Fully Automatic & Within 24 Hrs
<b>Machine Dimensions</b>	9 x 5.5 x 5.5 ft
<b>Machine Weight</b>	1400 Kg
<b>Input</b>	Segregated Organic Waste
<b>Output</b>	Dry Organic Compost
<b>Power Supply &amp; Frequency</b>	415-440 Volts / 50 Hz
<b>Phase</b>	3 ( Three ) Phase
<b>Power rating of Machine</b>	10.5 KW / 14 HP
<b>Composting Tank Material, Waste Input Door,</b>	SS ( Stainless Steel ) SS
<b>Compost Removal Door</b>	PLC based with Touch screen HMI
<b>Control Panel System</b>	SS High Quality Shaft with superior quality
<b>Shaft</b>	mixing
<b>Compost Removal</b>	Once in 5-7 Days
<b>Composting Method</b>	Microorganism based natural composting in
<b>Volume Reduction</b>	high temperature
<b>Compost Generated Per Day</b>	85-90 %
<b>Per Day Waste Processing Capacity</b>	10-15 % of Waste Input
<b>Composting System</b>	250 Kg
<b>Operation &amp; Processing</b>	Microorganism Based 24 Hrs Composting
<b>Machine Dimensions</b>	Fully Automatic & Within 24 Hrs
<b>Machine Weight</b>	9 x 5.5 x 5.5 ft
<b>Input</b>	1400 Kg
<b>Output</b>	Segregated Organic Waste
<b>Power Supply &amp; Frequency</b>	Dry Organic Compost
<b>Phase</b>	415-440 Volts / 50 Hz
<b>Power rating of Machine</b>	3 ( Three ) Phase
<b>Composting Tank Material, Waste Input Door,</b>	10.5 KW / 14 HP
<b>Compost Removal Door</b>	SS ( Stainless Steel ) SS
<b>Control Panel System</b>	PLC based with Touch screen HMI
<b>Shaft</b>	SS High Quality Shaft with superior quality
<b>Compost Removal</b>	mixing
<b>Composting Method</b>	Once in 5-7 Days
<b>Volume Reduction</b>	Microorganism based natural composting in
<b>Compost Generated Per Day</b>	high temperature

## 7. Scope-of -Work

The entire 'Scope-of-Work' is divided in to two parts as follows;

**7.1 ElectromechanicalWork:-** As per Description in 6.1

**7.2 Carryout Operation & Maintenance Work for Five (5) Years:** - The contractor has to operate and maintain the plant at its designed capacity for a period of Five (5) years – i.e. 60 calendar months. During this period the Tenderer is responsible for carrying out all refurbishment work as mentioned in the Tender Document and day-to-day operations to keep the plant running successfully on continuous basis and also maintain all the civil units & electro-mechanical equipments in operating conditions. Besides, the Tenderer will appoint desired staff at site, which is well versed with carrying out all O&M activities to keep the plant running on continuous basis and giving sustained performance of the guaranteed results.

If any replacement of parts or machinery is required, it shall be replaced at bidders own cost for entire O & M period.

Bidder should maintain the plant in clean & neat condition so that there should not be any nuisance of foul odor, flies , mice, left over etc.

**7.3 OtherActivities: -**

The successful bidder has to obtain necessary 'Consent-to-establish' and 'Consent-to-Operate' from PCB. This has to be carried out every year for the contract duration. The contractor has to do all necessary documentation and follow up activities with PCB. However, necessary fees payable to the MPCB will be paid by the Bidder. Necessary formalities and follow up with EDCL regarding power supply, other government and semi government bodies if necessary is the responsibility of successful bidder. However, necessary fees will be paid by the Cantonment Board. Further, The firm have to fulfill all the conditions accepted on affidavit as per form F-5.

Bidder should have provide onsite one computer with latest configuration with internet connection having specially developed computer program/software to maintain all records like incoming and outgoing waste and manure.

## 8. Contract Period

The total contract period of the entire assignment is 66 calendar months. Out of total contract period, maximum 6 calendar months will be allocated for carrying out the electo-mechanical work and 5 (Five) years (60 calendar months) are allocated for O&M.

If the successful bidder needs to shut down the plant for refurbishment work, no O&M payment will not be made for that period.

## **9. Obligations of Cantonment Board Jutogh.**

- 9.1 Board will provide the Civil Structure as required for installation of the machine.
- 9.2 Board will provide free electricity & water required for carrying out day-to-day plant operations / processing Waste during the entire O&M period, free of cost.
- 9.3 Board will provide 95% segregated organic waste as per the maximum design capacity of the plant out of this bidder should segregate and feed to the maximum extent of 85 % to the plant

## **10. Work to be executed in Accordance with the Scope-of-Work & Tender Specifications**

- 10.1 Tenderer shall execute the entire work in the most productive, professional and prudent manner both as regards usage of materials and time in every respect in strict accordance with the specifications mentioned in the Scope-of-Work.
- 10.2 The Tenderer shall comply with the provisions of the contract and with due care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for assessment and supervision of all works, structural plans and other things of temporary or permanent nature, required for such execution and maintenance in so far as the necessity for such provision is specified or reasonably inferred from the contract. The Tenderer shall take full responsibility for adequacy, suitability and safety of all the works and methods of operation.

## **11. Expected Risks Force Majeure**

- 11.1 If, at any time, the execution of the Contract is affected by War, declared or not), hostilities, invasion, acts of foreign enemies, civil war, rebellion, revolution insurrection, riots and civil commotion (other than solely restricted to the employees / workers of Tenderer), Acts of State, Acts of God such as earthquake, massive floods and other notified epidemic which an experienced Tenderer could not have reasonably foreseen or reasonably made provision for these or insured against, then the Tenderer shall, within seven days of such occurrence, apply to the Cantonment Board Jutogh together with the adequate evidence for obtaining such extension of time as may be warranted by the circumstances. After a careful examination of the circumstances, the Cantonment Board Jutogh may grant such extension of time as deemed necessary, without insisting on changing liquidated damages from the Tenderer for such period.
- 11.2 Any extension of time granted by the Cantonment Board Jutogh shall neither entitle the Tenderer to claim for any increase in prices nor shall it release him from any of the obligations under the Contract. If the execution of the Contract as a whole is delayed by the reason of force majeure conditions persisting for a continuous period exceeding six months, Cantonment Board Jutogh and the Tenderer shall discuss the matter and decide either to terminate the Contract without obligations on each side or to continue its execution on such terms as may be agreed upon.

## **12. Labour Act Provisions**

The Tenderer shall remain liable for the payments of all wages or other money to its employees or workers under the Minimum Wages Acts. Payment of Wages Act, Employees Liability Act, Employees Compensation Act, ESI Act or any other laws, enactments and rules in force or made applicable from time to time by the Central or State Government(s). The Tenderer shall also



comply with the provisions of the Apprentice Act. Contract Labor (Regulations and Abolition) Act and the Rules and Orders issued there under from time to time, whichever is applicable.

The Cantonment Board will not be liable to pay any wages or any other payment and stay arrangements etc. to the employees hired by the firm to operate the machine

### **13. Inspection of Site**

The Tenderer shall be deemed to have quoted after fully understand the nature of work to be done under this contract and the Tenderer shall also be deemed to have inspected the Site of the Works and surroundings. The means of access thereto and to have generally obtained its own information on all matters and things which can in any way influence its tender. The Tenderer shall also make itself familiar with the working conditions, accessibility to site of works, availability of Labour and equipment and such other relevant conditions which may affect the execution and completion of the work. No claim for any extra work or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points or of any other inaccuracies in the reference thereto which may appear on the drawings or in the specifications or other records not shall the contract be nullified in consequence of any such misunderstandings, incorrect information or inaccuracies.

### **14. Workmanship**

The work to be done under the contract or any part thereof shall be executed in the best and most skilled workmanship like manner, with best and approved quality of equipment and both the work and equipment should conform to the particulars contained in or implied by the specifications and as referred to in the drawings or in such other additional directions, instructions and documents as may be found necessary and given time to time to the Tenderer during the execution of the works and to the entire satisfaction of Cantonment Board Jutogh The entire work shall conform to the latest and acceptable engineering practices and shall be such as to cause minimum transfer of noise and vibration to the building structure.

### **15. Disputes & Jurisdiction**

Except where otherwise specified in the contact the decision of the Cantonment Board Jutogh shall be final, conclusive and binding on all parties to the contact upon all questions relating to the meaning of the terms, conditions, specifications, drawings, designs and instructions hereinbefore 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 aloof, or relating to the contact, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution of failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

- 16.** This tender documents contains 19 pages(1 to 19) in technical bid and 01 page in price bid, which should be furnished along with Earnest Money Deposit, duly filled in and signed. No pages can be removed from the conditions of contract, specification of drawings, otherwise it will be considered as an intentional fault and Tenderer will be liable for rejection and the amount of earnest money deposit forfeited.

**17. Site Investigations**

The Tenderer shall visit the project site prior to submitting his bid, carefully inspect all areas, and become acquainted with existing conditions.

**18. Training of staff:**

That the selected firm have to train the Cantonment Board Employees (list of employees will be provided by the office) during operation and maintenance time. Full user manual and toolkits etc. have to be given and onsite training of usage have to be given.

**19. Submission of Technical Bid.**

Tenderer are required to furnish following documents, the original are to be submitted in the office as per dates mentioned in tender document and the scanned copies of the same should be uploaded online while bidding through e-procurement portal.;

- (a) **Company Registration** Document (Incorporation, Shop Act, VAT, GST, PAN, LBT) In case of Distributor, authorization certificate from Manufacturing Company
- (b) **Form F-3**, Details of EMD and Tender form Fee alongwith original FDRs and DDs.
- (c) Experience in supply of Organic waste Plant at Cantonment Board/Municipal Council / Municipal Corporation / in India. **Form –F-4**
- (d) Undertaking on an affidavit as per **form F-5**.
- (e) **IT Returns** for the last three years
- (f) Certificate form CA stating that the last year (FY – 2016-17) average turnover of a bidder is not less than 50 Lakhs.
- (g) Supply orders of organic waste composter of minimum value not less than 50 Lakh in a single bid.
- (h) Signed Complete Tender Document Page 1 to 18.

**20. Submission of Financial Bid.**

The format for submission of Financial Bid is placed at Annexure –I. The scanned copy have to be submitted online while bidding and original should not be sent.

**FINANCIAL BID**

(on letter head of the firm)

**Design, Supply, Installation, Commissioning, Operation and Maintenance of ‘Microorganism Based 24 Hrs fully automatic Composting Machine’ for a period of 5 years to Process Organic Biodegradable Solid Waste**

Reference e-Tender ID : ..... and File Reference No. CBJ/110/Composting machine/252 dated 09.08.2017.

I / We .....do hereby submit that I / We have gone through the terms and conditions of the tender document along with its annexure and do hereby quote the following rate for Design, Supply, Installation, Commissioning, of ‘Microorganism Based 24Hrs Fully Automatic Composting Machine ‘to Process Organic Bio-degradable Solid Waste as per agreed terms and conditions:-

No	Item Description	Total Qty.	Unit	Rates Including all Taxes in Figures (Rs.)	Rates Including all Taxes in words (Rs.)
1	Supply Installation & Commissioning of Microorganism Based 24 Hrs Composting Machine as per described in 250 kg of Capacities.	1	Nos.		
2	<b>Operation &amp; Maintenance Charges for 5 years</b>				
	Operation & Maintenance for 1st Year				
	Operation & Maintenance for 2nd Year				
	Operation & Maintenance for 3rd Year				
	Operation & Maintenance for 4th Year				
	Operation & Maintenance for 5th Year				
	TOTAL COST 1+2				
	Total Cost in Words :-				

(Signature of Bidder with seal)

Name

Seal:

Address:

Phone No (O)

Date:

Sd/xxx

**CHIEF EXECUTIVE OFFICER, JUTOGH  
( TANU JAIN)**