

DELHI POLLUTION CONTROL COMMITTEE

4th & 5th Floor, ISBT Building, Kashmere Gate, New Delhi-110006

Website: www.dpcc.delhigovt.nic.in

Tender for Comprehensive Operation & Maintenance of Supersite & Mobile Lab

Last date for receipt of tenders is **30.09.2024** up to **3:00 PM**

Date of opening is **30.09.2024** at **3:30 PM**

Pre Bid - Conference on **18.09.2024**

Tender Document No. : DPCC/Lab/2024/T09
Issued on : **12.09.2024**
Contact Person : Dr. Nandita Moitra
(nandita_moitra@rediffmail.com, dpccairlab@gmail.com)

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Tender No. DPCC/Lab/2024/T09

Dated.

OPEN TENDER NOTICE

Sealed Tenders are invited for comprehensive operation and maintenance of Supersite and Mobile Van located at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi. The detailed tender notice along with terms and conditions can be downloaded on free of cost from our website: <http://dpcc.delhigovt.nic.in>. The last date for receipt of tenders is **30.09.2024** up to **3:00 PM** and date of opening is **30.09.2024** at **3:30 PM**. DPCC reserves right to accept or reject any bid without assigning any reason.

Pre Bid conference will be held on **18.09.2024** at **3:00 PM** at office of the Incharge ,Airlab, DPCC at 4th level, ISBT Kashmere Gate, Delhi to address the queries of the prospective bidders the change/ modification if any in the bid document in pursuance of pre bid conference shall be publish/ announce on **20.09.2024**.

Sd/-
MEMBER SECRETARY



DELHI POLLUTION CONTROL COMMITTEE

Air Laboratory

5th Floor I.S.B.T. Building Kashmiri Gate Delhi-6

visit us at : <http://dpcc.delhigovt.nic.in>

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OPEN TENDER NOTICE

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Pre Bid conference will be held on **18.09.2024** at **3:00PM** at office of the In-charge ,Air lab,DPCC at 4th level,ISBT Kashmere Gate Delhi to address the queries of the prospective bidders the change/ modification if any in the bid document in pursuance of pre bid conference shall be publish/ announce on **20.09.2024**.

Sd/-

MEMBER SECRETARY

GENERAL TERMS & CONDITIONS (TENDER DOCUMENT)**TENDER DOCUMENT FOR COMPREHENSIVE OPERATION AND MAINTENANCE OF SUPERSITE AND MOBILE VAN LOCATED AT SARVODAYA BAL VIDYALAYA (SBV) ROUSE AVENUE, DELHI****INTRODUCTION:**

Delhi Pollution Control Committee (DPCC) invites sealed bids for entering contract for comprehensive operation and maintenance of Supersite and Mobile Van located at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi

S.No.	Scope of Work	Nature of operation and maintenance / Calibration	Location
1	Operation and Maintenance (O &M) of Supersite and Mobile Van	Comprehensive	Rooftop of Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue ,New Delhi-110002

In this connection, you are requested to submit the best competitive offer strictly as per the instructions and terms & conditions mentioned in the tender document.

INSTRUCTIONS TO BIDDER:**1. Preparation of Bids**

- I. Pre Bid conference will be held on **18.09.2024 at 3:00PM** at office of the In-charge, Airlab, DPCC at 4th level ISBT Kashmere Gate to address the queries of the prospective bidders the change/ modification if any in the bid document in pursuance of pre bid conference shall be publish/ announce on **20.09.2024**
- II. Tenders must be sealed and super-scribed with "Bid for comprehensive operation and maintenance of Supersite and Mobile Van at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi
- III. Opened/Unsealed Tenders in any form shall not be accepted.
- IV. Tenders must be addressed to **Member Secretary, Delhi Pollution Control Committee, 4th/5th floor, ISBT Building, Kashmere gate, Delhi 110006, Delhi. Last date for receipt of tenders is 30.09.2024 up to 3:00 PM and date of opening is 30.09.2024 at 3:30 PM.**
- V. Tenders/ quotations must be sent in advance, so that it reaches the destination on or before the due date and time. Quotations received after the due date and time shall not be considered at all. The DPCC shall not be held responsible for any postal delay, if any.
- VI. Conditional and ambiguous and late / delayed tenders shall be rejected summarily.
- VII. Incomplete tenders in any form shall be treated as non-responsive and non-acceptable.

***DPCC reserves the right to cancel this Tender anytime without assigning any reason whatsoever**

2. Breakup of Bid Price shall be provided by the Bidder for O&M of Supersite and Mobile Lab. Bid price should include all statutory charges (excluding GST)

3. Eligibility:

- (i) Bidder should be a Company/Partnership firm/ Proprietary firm/ Agency and operational from at least 05 years (Five) as on close date of tender. Copy of registration shall be attached.
- (ii)
 - a) The bidder shall submit an Earnest Money Deposit (EMD) of Rs. 5 Lakhs (Rupees Five Lakhs only) in the form of Bank Guarantee/DD/FDR in favor of DELHI POLLUTION CONTROL COMMITTEE, payable at Delhi. The EMD amount as specified above must accompany the tender. EMD is required to be submitted in original separately on or before the last date of submission of bid as per the NIT in DPCC. Scanned copy of EMD is required to be uploaded along with Technical Bid.
 - b) EMD exemption shall be given to MSMEs as per applicable rules provided, they are registered for the said particular category/activity. If any MSME is not fulfilling the criteria as prescribed in the tender, their bid shall not be considered for evaluation. In case the Bidder falls in these categories, they should furnish certified copy of their registration with MSME or NSIC, clearly specifying the details of items for which they are registered.
 - c) No relaxation shall be given to the Startups as the project under consideration relates to public safety and health.
 - d) The EMD shall be valid for a period of 90 days from the date of opening of the bid.
- (iii) The Minimum required average annual turnover in respect of the Bidder in the last 03 (three) years (2020-21, 2021-22, 2022-23) shall be minimum INR 5 Crore (Five Crore).
- (iv) The bidder shall submit Audited Balance Sheets of last 03 (three) financial years (2020-21, 2021-22, 2022-23) with auditor's certificate regarding annual turnover from contracting business in each year.
- (v) The bidder shall submit Profit/Loss A/c for last 03 (three) financial years (2020-21, 2021-22, 2022-23), out of which the company should not be in loss more than 01 (one) financial year.
- (vi) The bidder shall submit valid GST registration certificate, Professional Tax (if applicable), "PAN Card" and Trade License.
- (vii) The bidder shall submit a written declaration in the form of the affidavit duly notarized as to correctness of the copies of all documents submitted and a declaration that presently the bidder is not blacklisted/banned/debarred/penalized/disqualified for reasons of corrupt and fraudulent practices by any State/Central Govt./PSU on date of bid submission.
- (viii) The team shall consist of Air Quality experts, meteorological experts and modeling experts, electronics expert, and instrumentation expert with proven experience in this field. The bidder shall submit the list of staff, names, qualifications, experience, etc. and documentary proofs while submitting the bid.

-
- (ix) The tenderer must supply spares from Original Equipment Manufacturers (OEM) / Authorised Service Providers (ASP) for the Makers of equipment. Additionally, the bidder must provide supporting documents during the installation of spare parts.
 - (x) The tenderer must have experience of carrying out the operation and maintenance of the similar type of equipment for at least one year.
 - (xi) The bidder or authorized O&M partner should also indicate PAN / TIN No. issued by the Income Tax Department/State/GST Number (legible photocopy to enclose).
- 4. Opening of Quotations:** The quotations will be opened by the committee of DPCC. Bidder/ their representative may attend Price Bid opening as per the mentioned/ intimated schedule.
- 5. VALIDITY OF THE TENDER** The validity of the offer should be **90 days** from the date of opening of the tenders.
- 6. Scope of work/ Services:**

The scope in brief taking into consideration of the assignment are as follows:

- a) Air Quality Monitoring:
 - (i) **Supersite:** Operating and Maintenance of instruments mentioned in Table 1. Minimum following parameters shall be captured PM₁₀, PM_{2.5}, NO₂, NO_x, CO, SO₂, Ozone, VOCs, elemental carbon, organic carbon, PAHs, elements, ions, secondary inorganic aerosols, Black carbon. All data need to uploaded to dedicated website/portal continuously.

***DPCC reserves the right to cancel this Tender anytime without assigning any reason whatsoever**

Table 1: Supersite particulars with details

S.No	Particulars/Instruments	Parameters
1.	PM10/PM2.5 Beta Attenuation Continuous Sampler with PBL	PM ₁₀ and PM _{2.5} Sampling and PBL assessment
2.	CASS Analyzer	Elemental, Black carbon and Organic Carbon
3.	Online GC with TOF	PAHs and Molecular Markers
4.	Continuous online SO ₂ analyzer	SO ₂
5.	Continuous online NO ₂ analyzer	NO ₂
6.	Continuous online CO analyzer	CO
7.	Continuous online O ₃ analyzer	O ₃
8.	Online Ion Analyzer	GASES: HCL, HNO ₃ , HONO, SO ₂ , NH ₃ , HF, NH ₃ ANION: Cl ⁻ , NO ₃ ⁻ , SO ₄ ⁻ , NH ₄ ⁻ CATION: Na ⁺ , Ca ⁺ , MG ²⁺ , K ⁺ etc
9.	Online Metal Analyzer	Al, Si, S, K, Ca, Cl, P, Ti, V, Cr, Mn, Fe, Cu, Ni, Zn, As, Sr, Cd, Sb, Ba, La, Hg, Pb etc
10.	EDXRF (offline)	Al, Si, S, K, Ca, Cl, P, Ti, V, Cr, Mn, Fe, Cu, Ni, Zn, As, Sr, Cd, Sb, Ba, La, Hg, Pb etc
11.	Met Station	Meteorological Parameters (wind speed, wind direction, temperature and humidity)

- (ii) **Mobile Van:** Operating and maintaining Mobile air quality laboratory and depute to the places as per DPCC instructions. The following listed instruments in Table 2 shall be maintained for air pollutant monitoring.

Table 2: Mobile Van particulars/Instruments with details

S.No	Particulars/Instruments	Parameters
1.	PM10/PM2.5 Beta Attenuation Continuous Sampler	PM10 and PM2.5 Sampling (24-hr average)
2.	Aethalometer	Black Carbon
3.	Continuous online SO ₂ analyzer	SO ₂
4.	Continuous online NO ₂ analyzer	NO ₂
5.	Continuous online CO analyzer	CO

S.No	Particulars	Parameters
6.	Continuous online O ₃ analyzer	O ₃
7.	Online Metal Analyzer	Al, Si, S, K, Ca, Cl, P, Ti, V, Cr, Mn, Fe, Cu, Ni, Zn, As, Sr, Cd, Sb, Ba, La, Hg, Pb etc.

- iii. Continuous updating of elemental analysis results and develop trend graphs
- iv. Continuous updating of Black, Elemental and Organic Carbon analysis results and develop trend graphs
- v. Continuous updating of cation and anions analysis results and develop trend graphs
- vi. Continuous updating of SO₂, NO₂, CO, and O₃ analysis results and develop trend graphs
- vii. Perform modelling backed by proper validation and provide source apportionment on real time basis from data collected at supersite and mobile van on daily, weekly, monthly, seasonal and annual basis.
- viii. Operate and maintain unmanned spatial monitoring network for molecular markers for 5 places.
- ix. AQI of supersite on continuous basis shall be reported to website.
- x. Measurement of secondary inorganic aerosols.
- xi. Daily, weekly, monthly, seasonal and annual interpretation of source apportionment analysis with additional knowledge of secondary inorganic aerosols. Establish detailed and reliable source-receptor linkages and suggest a higher level of controls at major sources.
- xii. Annual interpretation of air quality, and source apportionment analysis leading to long-term control actions.
- xiii. A detailed analysis of air quality data generated at the supersite and mobile laboratory to develop a short- and long-term comprehensive action.
- xiv. Back trajectory analysis
- xv. A detailed analysis of air quality data generated at the supersite and mobile laboratory to develop a short- and long-term comprehensive action for the city.
- xvi. The scope of work covers Comprehensive Operation and Maintenance of Supersite and Mobile Van at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi. The tenderer shall provide the support/service consisting of preventive/corrective operation and maintenance of the equipment/calibration repair if required for proper functioning of the equipment.
- xvii. The tenderer shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of officer-in-charge for the purpose.
- xviii. The operation and maintenance services for all the equipment must be provided at the premises of the Supersite and Mobile Van at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi.
- xix. Tenderer must ensure enough inventories of the spares from OEM.
- xx. On expiry of the Operation and Maintenance, the tenderer will have to hand over the system/equipment under AMC in perfect working condition to the Board failing which it shall be open

to the DPCC to get the equipment repaired from anywhere at the cost and risk of the tenderer and the expenses incurred by the DPCC in this regard shall be deducted from the Performance Guaranty or other dues payable to it.

7. PERIOD OF CONTRACT:

The operation and maintenance contract shall be for a period of **one year** from the date of issue of contract unless cancelled by the DPCC before the expiry of the period at its discretion. However, the contract may be extended beyond one year, if so agreed to, by both the parties upto 2 years subjected to satisfactory performance in preceding year. The rates shall remain valid for a period of minimum one year and there will be no change in price structure during the currency of the contract except, if the statutory levies are otherwise made applicable by the Govt. through notification / regulations.

8. PERFORMANCE SECURITY

- (i) Within thirty (30) days of notification of award from the Committee, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee issued by a Nationalized Bank
- (ii) The successful bidder shall submit Performance Bank Guarantee equivalent to (10) % of the Contract price as per attachment-8. The Performance Bank Guarantee shall remain valid for at least 60 days after the expiry of the Contract (O&M period).
- (iii) **Return of Performance Security**
The performance security will be discharged by the Committee and returned to the successful Bidder not later than sixty (60) days after expiry of O&M Contract period.
- (iv) **Forfeiting of performance guaranty**
The performance guaranty shall be forfeited for failure at anytime if the successful bidder fails to provide O&M services as per the tender conditions.

9. Payment Terms:

- i. Payment of the Operation and Maintenance will be effective from the date of coming in to effect of the operation and maintenance contract.
- ii. Payment will be made on **Monthly** basis against proof of satisfactory work (i.e. copies of service reports duly signed by the concerned Officer of DPCC) i.e. incharge ambient air quality unit.
- iii. Penalty, if any, shall be deducted from any of the payment due to the tenderer.

10. DISCRETION OF THE MEMBER SECRETARY: Member Secretary, DPCC reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The Contract can be terminated at any time without any prior notice. The contract may be extended or curtailed at any point of time at the discretion of the Member Secretary, DPCC.

11. DISPUTES & ITS JURISDICTION:

This contract between the supplier and the buyer shall be governed by the Laws of India.

12. ARBITRATION:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the instructions and terms & conditions herein before mentioned and, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract. Estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Member Secretary, DPCC, and if he is unable or unwilling to act to the sole arbitration, some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be submission to Arbitration under the meaning of the India Arbitration & Conciliation, 1996 or any satisfactory modification or re-enactment thereof for the time being in force conclusive and binding on all parties of the Contract. **The venue of the arbitration will be Delhi only.**

13. RIGHT OF ACCEPTANCE:

The Member Secretary reserves the right to accept the lowest or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reason what so ever.

Sd/-
MEMBER SECRETARY

Encl: Annexure, Attachments, Tech and Fin Forms

Annexure –I-A

CONTRACT FOR COMPREHENSIVE OPERATION AND MAINTENANCE OF SUPERSITE AND MOBILE VAN LOCATED AT SARVODAYA BAL VIDYALAYA (SBV) ROUSE AVENUE, DELHI*Scope of service work:*

- Daily maintenance (preventive and breakdown)
- Daily Calibration check for inorganic gas analysers viz., CO, O₃, NO_x & SO₂.

- Multi Point Calibration check for inorganic gas analysers viz., CO, O₃, NO_x & SO₂ for every six months.

- Gas Phase Titration (TPT) for NO_x analyser for every six months
- Validation of data generated.
- Generation of daily reports for PM_{2.5}, NO₂, NO_x, CO, SO₂, Ozone, elemental carbon, organic carbon, PAHs, elements, ions, secondary inorganic and organic aerosols, molecular markers, and other organic compounds
- Uploading the data to server/ portal
- O & M charges include cost of imported calibration gases, permeation tubes and batteries for UPS.

- Deputing skilled manpower.

Annexure –I-B**Comprehensive Operation and Maintenance of Supersite and Mobile Van located at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi:-**

The Contractor's responsibilities shall include without limitations the following works to be carried out on the Supersite and Mobile Lab under this contract during the Operation & Maintenance of the Supersite and Mobile lab:

- a) Operation and Maintenance of all the commissioned equipment and amenities installed at the existing Supersite and Mobile Lab including services during forced and planed outages and overhauls.
- b) The Contactor shall take over the entire Supersite and Mobile Lab for O&M after execution of Indemnity Bond as per format placed at Attachment -1.
- c) The Contractor shall provide to the DPCC a monthly summary of all operation and maintenance activities performed by the contractor during such month.
- d) Operation and Maintenance obligations: In implementing its obligations to operate and maintain the Facility under this Contract, the Contractor shall:
 - i) Undertake comprehensive maintenance including i.e. schedule and breakdown maintenance & repair at site and keep Committee Informed regarding status of Equipment and forward daily data as processed.
 - ii) Obtain permission from the DPCC for sending equipment for repair. Contractor shall arrange substitute equipment to keep Supersite and Mobile Lab operational.
 - iii) Take reasonable action to assure that the Personnel deployed at Supersite and Mobile Lab and any subcontractors and agents are provided with a work place in compliance with Applicable Law.
 - iv) Keep the Supersite and Mobile Lab, well maintained and in good working condition.
 - v) Security: It is the duty of the Contractor to secure the movable, immovable and other properties for the DPCC at the Supersite and Mobile Lab. The Contractor shall indemnify the loss caused to the DPCC on account of any damage, loss or theft caused to the property of the DPCC.
 - vi) Scheduled Maintenance: Unless DPCC and Contractor mutually agree otherwise, perform all required Scheduled Maintenance for all equipment, auxiliaries etc. in accordance with the OEM's specifications.
 - vii) unscheduled Maintenance: Perform all unscheduled Maintenance and repair for all equipment, auxiliaries etc. within (24) hours of the occurrence of the event requiring Unscheduled Maintenance, the operator shall- provide the DPCC with

detailed written information on nature of the repair or replacement to be carried out, estimate down time and other necessary details as required.

- viii) The Contractor shall source all the spares required for maintenance & repairs of the installed equipment from OEM's only.
- e) The Operator **shall not:**
- i) Make any modification to the Supersite and Mobile Lab, other than in an Emergency, without the prior written approval of the DPCC, or
- ii) Dispose off any assets, settle law-suits or engage in transaction relating thereto on the DPCC's behalf without the prior written approval of the DPCC.
- f) The Contractor shall purchase at its own cost spare parts, materials, supplies and other consumable items, and maintain an inventory thereof, for the Supersite and Mobile lab. All the spares shall be sourced from OEM's only or OEM authorized agencies
- g) The Contractor shall comply all applicable laws and initiate and maintain such precaution and procedures relating to operation of the Supersite and Mobile Lab as are necessary to comply applicable laws and assist DPCC in complying with the laws.
- h) The Contractor shall operate the equipment as per the laid out standards in the operating manual of the equipment and providing data for ambient air to DPCC on real time basis as processed.
- i) The Supersite has to be in operation for entire a year, 24 hours in a day except the scheduled maintenance and should not be inoperable for more than seven days at a stretch.
- Establish and maintain a daily and monthly reporting system to provide storage and ready retrieval of operation and maintenance data including such information necessary to verify calculations. The monthly reporting shall contain variances from targets.
 - Providing access to the DPCC to the Supersite and Mobile Lab.
- j) The Contractor shall ensure accuracy of the data as per standards.
- k) The Contractor shall ensure periodic re-calibration of all the equipment as per CPCB norms and guidelines.

DPCC shall arrange for the following and contractor shall guide and assist the DPCC:

- a) The DPCC shall pay O&M charges after completion of each month to the Contractor in accordance with the payment terms and conditions. In case penalty in the year exceeds 15% as above, the Contractor shall be required to replace the defective analyzer (s) or systems with new ones at his own cost, failing which the DPCC shall have the right to terminate the O&M contract and forfeit Performance Guarantee.
- b) DPCC shall pay all fees including GST, real property taxes and cess etc., imposed upon DPCC by the Applicable Law.
- c) The DPCC has provided the connection for electricity at the supersite. **However monthly charges for both electricity and phone /Internet bill shall be borne by the Contractor.**
- d) The arrangement of temporary electricity connection for Mobile lab shall be done by the contractor and the cost of electricity will be borne by contractor. If required phone/internet bill will be arranged by contractor and cost will be bear by contractor.

Handing over of station: on expiry/closure/ termination of the contract agreement, stations shall be handed over to DPCC in working condition to the satisfaction of DPCC.

Penalties:

- During O&M period, in case of any system failure, penalty will be charged by DPCC @ Rs. 1,000/- per day per analyzer after a grace period of two (2) continuous non working days. The grace period of two (2) continuous non-working days shall be given only once per month (1 month).
- Failure due to power outage and other Force Majeure conditions shall not be considered for a levy of penalty.
- Total penalty per year during O&M period on account of above conditions shall be limited to 15% of total O&M charges for one year.

Annexure –II

Table 3: Supersite particulars with details

S.No	Particulars	Parameters
1.	PM10/PM2.5 Beta Attenuation Continuous Sampler with PBL	PM ₁₀ and PM _{2.5} Sampling and PBL assessment
2.	CASS and Aethalometer Analyzer	Elemental, Black carbon and Organic Carbon
3.	Online GC with TOF	PAHs and Molecular Markers
4.	Continuous online SO ₂ analyzer	SO ₂
5.	Continuous online NO ₂ analyzer	NO ₂
6.	Continuous online CO analyzer	CO
7.	Continuous online O ₃ analyzer	O ₃
8.	Online Ion Analyzer	GASES: HCL, HNO ₃ , HONO, SO ₂ , NH ₃ , HF, NH ₃ ANION: Cl ⁻ , NO ₃ ⁻ , SO ₄ ⁻ , NH ₄ ⁻ CATION: Na ⁺ , Ca ⁺ , MG ₂ ⁺ , K ⁺ etc.
9.	Online Metal Analyzer	Al, Si, S, K, Ca, Cl, P, Ti, V, Cr, Mn, Fe, Cu, Ni, Zn, As, Sr, Cd, Sb, Ba, La, Hg, Pb etc.
10.	EDXRF (offline)	Al, Si, S, K, Ca, Cl, P, Ti, V, Cr, Mn, Fe, Cu, Ni, Zn, As, Sr, Cd, Sb, Ba, La, Hg, Pb etc.
11.	Met Station	Meteorological Parameters (wind speed, wind direction, temperature and humidity)

Table 4: Mobile Van particulars with details

S.No.	Particulars	Parameters
1.	PM10/PM2.5 Beta Attenuation Continuous Sampler	PM10 and PM2.5 Sampling
2.	Aethalometer	Black Carbon
3.	Continuous online SO ₂ analyzer	SO ₂
4.	Continuous online NO ₂ analyzer	NO ₂
5.	Continuous online CO analyzer	CO
6.	Continuous online O ₃ analyzer	O ₃
7.	Online Metal Analyzer	Al, Si, S, K, Ca, Cl, P, Ti, V, Cr, Mn, Fe, Cu, Ni, Zn, As, Sr, Cd, Sb, Ba, La, Hg, Pb

Attachment-1**INDEMNITY BOND FOR HANDING OVER SUPERSITE AND MOBILE LAB INCLUDING ALL EQUIPMENT TO THE O&M CONTRACTOR**

This indemnity Bond is made this.....days of.....20.....By..... a Company registered under the Companies Act 1956/Partnership firm / Proprietary concern having its registered office at.....(hereinafter called as “Contractor” or “obligator” which expression shall include its successors and permitted assigns) in favor of Delhi Pollution Control Committee with Office at 4th Floor, I.S.B.T Building, Kashmere Gate, Delhi-110006. INDIA, which term shall include permitted assigns and successors (hereinafter called “DPCC “which expression shall include its successors and assigns).

Whereas DPCC has awarded to the contractor, a contract for O&M of the Supersite and Mobile Van at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi, vide its letter of the indent/ award letter/ contract no.....Dated.....and its amendment number.....(applicable where amendment has been issued) (hereinafter called the “Contract”), in the terms of which Contractor shall be responsible for the Equipment to be handed over to it by DPCC for the purpose of performance of the Contract (hereinafter called the “Equipment”).

Now therefore this indemnitybond witnessed as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at Rs. (Rupees.....) to be handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep DPCC indemnified for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per details in the Schedule appended hereto.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe custody of the Equipment at Supersite and Mobile Lab belonging to DPCC against all risk whatsoever till the Equipment are duly used in accordance with all terms of the Contract. The Contractor undertakes to keep DPCC harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions

and no part of the Equipment shall be used for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligation under this Indemnity Bond by the contractor shall inter-alia constitute a criminal breach of trust on the part of the contractor for all intents and purposes including legal penal consequences.

4. That DPCC is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by In Charge/DPCC shall always be free at all time to take possession of the Equipment in whatever form the Equipment may be, if its opinion the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract via any acts of omission or commission on the parts of the Contractor or any other person or on account of any reason whatsoever the Contractor binds itself and undertakes to comply with the direction or demand of DPCC to return the Equipment without any demur or reservation.
5. That this indemnity bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever then the Contractor hereby agrees that the decision of the Engineer-in-charge/ Engineer of DPCC as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the loss and /or damaged Equipment at its own or remedy that may be available to DPCC against the Contractor under the Contract and under this Indemnity Bond.

In witness whereof, the Contractor has hereunto set its hand through its authorized representative under the common seal of the company, the day month and year first above mentioned.

SCHEDULE NO. 1

Particulars of the Equipment handed over	Quantity	Value of the Equipment	Signature of attorney in token of receipt

For and behalf of

M/s.....

Witness I

1. Signature
2. Name
3. Address

Name
Signature
Designation

Authorized representative

Witness II

1. Signature
2. Name
3. Address

(Common Seal)
(In case of company)

Note:

Executed by the authorized person and (i) In case of contracting company under common seal of the company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds (iii) In case, (ii) the original power of attorney it is specifically for own contract or a Photostat copy of the power of attorney and such documents should be attached to Indemnity Bond.

Attachment-2

< Letterhead of the Manufacturer Associate >

FORM OF LETTER OF AUTHORITY BY MANUFACTURER AS ASSOCIATE

To,
 Delhi Pollution Control Committee,
 4th Floor, ISBT Building,
 Kashmere Gate, Delhi-06

Name of Manufacturer

Sub:- Letter of authority from Manufacturer.

Dear Sirs,

We, <name of manufacturer >, a manufacturer duly organized and existing under the law, of <Country name> with its principal office of business as <Address> hereby authorized <Name of Bidder>, a Company duly organized and existing under the laws of <Country Name> with its principal office of business at <Address> and are in the business of O&M of Supersite and Mobile Lab, to be our true and lawful attorney in fact to do the following sets and deeds.

To present and bind us in the for supply of for DPCC at DELHI, India, Regarding the supply and installation of the following equipment proposed in the bid which we manufacturer or produce.

Item No.	Name of Equipment

We, as a manufacturer bind ourselves as co-worker of the bid and are jointly and severally responsible for the compliance of the said bid and once <name of Bidder> has been selected as successful bidder, we shall manufacturer, delivery and install the equipment in accordance with

the items and conditions of contract with <Name of Bidder> and the Delhi Pollution Control Committee.

We hereby give and grant to the said < Name of Bidder> full power and authority to do and perform all and every act and thing whatsoever, requisite necessary and proper to be done in the premises, as fully, to all intents and purposes as we might or could do with full power of submission and renovation hereby ratifying and conforming all that <Name of Bidder> or its duly authorized representative shall lawfully do or causes to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereto signed this document on _____

ACCEPTED ON _____

NAME OF BIDDER
MANUFACTURER

NAME OF ISSUING

(Name Of Duly Authorized)

(Name Of Duly Authorized)

Representative to sign and signature

Representative to sign and signature

(Rank of position and department)

(Rank of position and department)

Attachment-3

<Letterhead of the O&M Associate>

FORM OF LETTER OF AUTHORITY BY O&M ASSOCIATE

To,
Delhi Pollution Control Committee,
4th Floor, ISBT Building,
Kashmere gate, Delhi-06.

Name of O&M Associate

Subject: Letter of Authority from O&M Associate

Dear Sirs,

We, <O&M Associate> a company duly organized and existing under the law of India with its principal office of business as <Address> hereby authorize <Name of Bidder> a company duly organized and existing under the law of <Country Name> with its principal office of business as <Address> and are manufacturers of the Ambient Analysers as listed in the scope o work, to be our true and lawful attorney in fact to do the following sets and deeds:

To present and bind us in the O&M of complete Supersite and Mobile Lab for DPCC at DELHI, India.

We, as a O&M Associate bind ourselves as co-worker of the bid and are jointly and severally responsible for the compliance of the said bid and once <Name of Bidder> has been selected as a successful bidder, we agree that we shall carry out the O&M of the Supersite and Mobile Lab at Delhi in accordance with the terms and conditions of the contract with <Name of Bidder>.

We hereby give and grant to the said (Name of Bidder) full power and authority to do and perform all and every act and thing whatsoever, requisite necessary and proper to be done in the premises, as fully, to all intents and purposes as we might or could do with full power of submission and renovation hereby ratifying and conforming all that <Name of Bidder> or its duly authorized representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereto signed this document on _____

ACCEPTED ON _____

NAME OF BIDDER
ASSOCIATE

NAME OF ISSUING O&M

(Name of duly authorized
Representative to sign and signature)

(Name of duly authorized
Representative to sign and signature)

(Rank of position and Department)

(Rank of position and Department)

Attachment-4**CAPABILITY & EXPERIENCE OF BIDDER/ ASSOCIATE FOR O&M OF SUPERSITE AND MOBILE VAN****Name and address of the O&M Partner in India (if applicable):**

Sl.No.	Name of the O&M personal proposed to be deployed	Educational Qualification	Experience in no. of years in carrying out O&M of facility like Supersite and Mobile Lab	Detail curriculum Vitae Attached (YES/NO)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Attachment-5

PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER (O&M OPERATOR) AS AUTHORIZED REPRESENTATIVE OF THE MANUFACTURER (for a period of last three years)

Bid No. _____ Name of Equipment _____ Date of Opening _____ Time _____

Name of the Manufacturer _____

Order placed by (full address of Purchaser)	Order No. & Date	Description of ordered equipment (Model No.)	Quantity Supplied	Value of order	Date of Commissioning and handing over	Has the equipment been satisfactory functioning? (Attach certificates from the Purchaser/ consignee for each equipment)
1	2	3	4	5	6	7

NOTE: Bidder to furnish above detail for each of the equipment of the quoted package on a separate sheet.

Signature of Authority Representative

Name of the Person Position

PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER AS O&M OPERATOR OF THE SUPERSITE AND MOBILE VAN

(For a period of three years)

Bid No. _____ Date of Opening _____ Time _____

Order placed by (full address of Purchaser)	Order No. & Date	Brief scope of work for O&M	Analyzers in the referred station	Value of order	Date of start of O&M Contract	Has the supersite and mobile van been satisfactory functioning? (Attach certificates from the client)
1	2	3	4	5	6	7

Signature of Authority Representative

Name of the Person Position

PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER

(For a period of last three year)

Bid No. _____ Package Code _____ Date of Opening _____

Time _____

Name of the Bidder _____

Financial Year	Turnover (in lakhs)
2020-2021 Financial Year	
2021-2022 Financial Year	
2022-2023 Financial Year	
Average	

Note:-

- 1. THE ANNUAL TURN OVER AMOUNT IS TO BE SUPPORTED BY ANNUAL REPORT ALONG WITH ALL SCHEDULES.**

Signature of Authority Representative

Name of the Person

Position

PROFORMA FOR BANK GUARANTEE TO BE FURNISHED BY O&M PARTNER (TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY, OF THE COUNTRY OF THE ISSUING BANK)

Bank Guarantee No.....

Date:

.....

In consideration of DPCC (hereinafter referred to as „„Employer““ which expression shall unless repugment to the context or meaning thereof include its successors, administrators and assigns) having awarded to with its Head Office at (here in- after referred to as.....or „„Contractor““) a Contract for Operation of Supersite and Mobile Van, vide Contract No. dated.....and the same having been unequivocally accepted by the Contractor resulting in a „„Contract““, which award is on the strength of Form of Certificate by the O&M Partner in India for Carrying out O&M of Supersite and Mobile Lab(s) dated(Hereinafter referred to as „„Undertaking““) given by M/s.(O&M Partner) having its registered office at..... (Hereinafter called O&M Partner), and the Contractor having further executed with (O&M Partner) a Sub-Contract dated and the same having been unequivocally accepted by the O&M Partner resulting in a Sub-Contract Agreement for..... (Hereinafter called „„Sub-Contract Agreement““) and..... (O&M Partner) having agreed to provide a Performance Guarantee amounting to 10% of the total contract price in addition to the Contract Performance Security to be provided by the Contractor to the Employer on the terms and conditions specified in the „„Undertaking““.

We..... Bank, having its Head Office..... (herein-after referred to as the „„Bank““, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of

. (Specify amount in words and figures) only as aforesaid at any time up to@..... without any demur, reservation, context, recourse or protest and/or without any references to „„O&M Partner““ or „„Contractor““. Any such demand made by the Employer on the Bank shall be conclusive and binding not withstanding any difference between the Employer and Contractor and/or between the Employer and O&M Partner or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee

herein contained shall be enforceable till ninety (90) days after expiry of its validity. The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract or the Component Agreement by the O&M Partner. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the O&M Partner and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not

be released of its obligations under this presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations. The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or O&M Partner and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or O&M Partner 's liabilities. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand, it shall remain in force upto and including@ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s (O&M Partner) on whose behalf this guarantee has been given.

Date this day of 2010..... at

WITNESS:

(Signature)..... (Signature).....

(Name)..... (Name & Designation).....

(Official Address)..... (Bank's Seal).....

Authorised vide Power of

Attorney No.....

Date.....

* Brief Name of the Contractor @ The date will be ninety (90) days after the end of the defect liability period as specified in Contract.

NOTE: The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank.

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the **Operation & Maintenance of Supersite and Mobile Van for Carrying out the Source Apportionment using validated model** in accordance with Tender Bid dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Bidder’s Organization and Experience

A -Bidder’s Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B -Bidder’s Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm’s Name: _____

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be provided by the Client**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**Form TECH-4: Description of Approach and Methodology for Performing the
Assignment**

[Technical approach and methodology are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology, and*
- b) Organization and Staffing,*
- c) Work Schedule*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

c) Work Schedule. Indicate all main activities of the assignment, and other benchmarks such as Client approvals.

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:_To [Year]: _____
Employer: _____
Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
<i>[List all tasks to be performed under this assignment]</i>	<i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i>
	Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Work Schedule

No	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

- 1 Indicate all main activities of the assignment, and other benchmarks such as Client approvals.
- 2 Duration of activities shall be indicated in the form of a pert chart.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Tender Bid dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount shall be quoted all inclusive of taxes & duties. However, Goods & Service Tax (GST) should be excluded.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

PRICE- BID

Price offer for “Comprehensive Operation & Maintenance of Supersite & Mobile Lab” inclusive of all taxes and duties etc.

Sl. No	Description of work	Charges Per month (Rs.)	Charges per annum (Rs.)
1.	Comprehensive Operation & Maintenance of Supersite & Mobile Lab at Sarvodaya Bal Vidyalaya (SBV) Rouse Avenue, Delhi.		
	Grand Total		
	GST @.....% shall be indicated(if applicable) applied		

1. Total charges for operation & maintenance of Supersite & Mobile Lab

Rs (In figure) per month.....

Rs (In figure) per year

NOTE:

- The quoted prices/rates are valid for 90 days from the due date of opening of the tender.
- The tender not fulfilling the latest minimum wages rates criteria by the GNCTD from time to time, to the respective category of employment in DPCC shall be rejected.
- The contractor shall submit the price break-up of the quoted rates for evaluation of bid.**
- The contract period will be initially for one year period unless prematurely closed as per clause mentioned elsewhere in the NIT. The contract can be extended for a further period of 2 years (year to year) based on satisfactory performance of the contractor..
- Late tenders will not be entertained.

**Signature of the Tenderer and seal
(Name & Designation of the authorized signatory)**