



भारत सरकार  
GOVT. OF INDIA

लक्षद्वीप प्रशासन  
LAKSHADWEEP ADMINISTRATION  
विज्ञान एवं प्रौद्योगिकी विभाग  
DEPARTMENT OF SCIENCE & TECHNOLOGY  
कवरत्ती द्वीप 682 555  
KAVARATTI ISLAND -682 555

### Notice Inviting Tender

Department of Science & Technology, UT of Lakshadweep Administration, Kavaratti invites sealed tender from the Turnkey Agents of ANERT (Agency for Non-conventional Energy & Rural Technology) for the following work as detailed below.

Name of Work	Installation of two numbers of 2m <sup>3</sup> and eight numbers of 1m <sup>3</sup> Deenbandhu Ferrocement model Biogas Plants at various Islands, provide 1 year warranty and provide 3 years AMC after expiry of warranty period.
Bid Document available for downloading from	08.06.2020 11.00 AM
Bid Document available for downloading up to	06.07.2020 06.00 PM
Last date & Time for submission of Bid	07.07.2020 03.00 PM
Opening of Technical Bid	07.07.2020 03.30 PM
Opening of Financial Bid	Intimate later

Tender Document containing detailed terms & conditions and goods required can be downloaded from the website [www.lakshadweep.gov.in/tender](http://www.lakshadweep.gov.in/tender)

For any help/ query, please contact representative of the Department through email [lk-dst@nic.in](mailto:lk-dst@nic.in) (email id) or Telephone 04896262510(Telephone Number).

To: All Turnkey Agents of ANERT.

(P. POOKOYA)

Director, Department of Science & Technology

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## TENDER DOCUMENT

Installation of two numbers of 2m<sup>3</sup> and eight numbers of 1m<sup>3</sup> Deenbandhu Ferrocement model Biogas Plants at various Islands, provide 1 year warranty and provide 3 years AMC after expiry of warranty period.

### INTRODUCTION

#### **i) About Biogas Plant:**

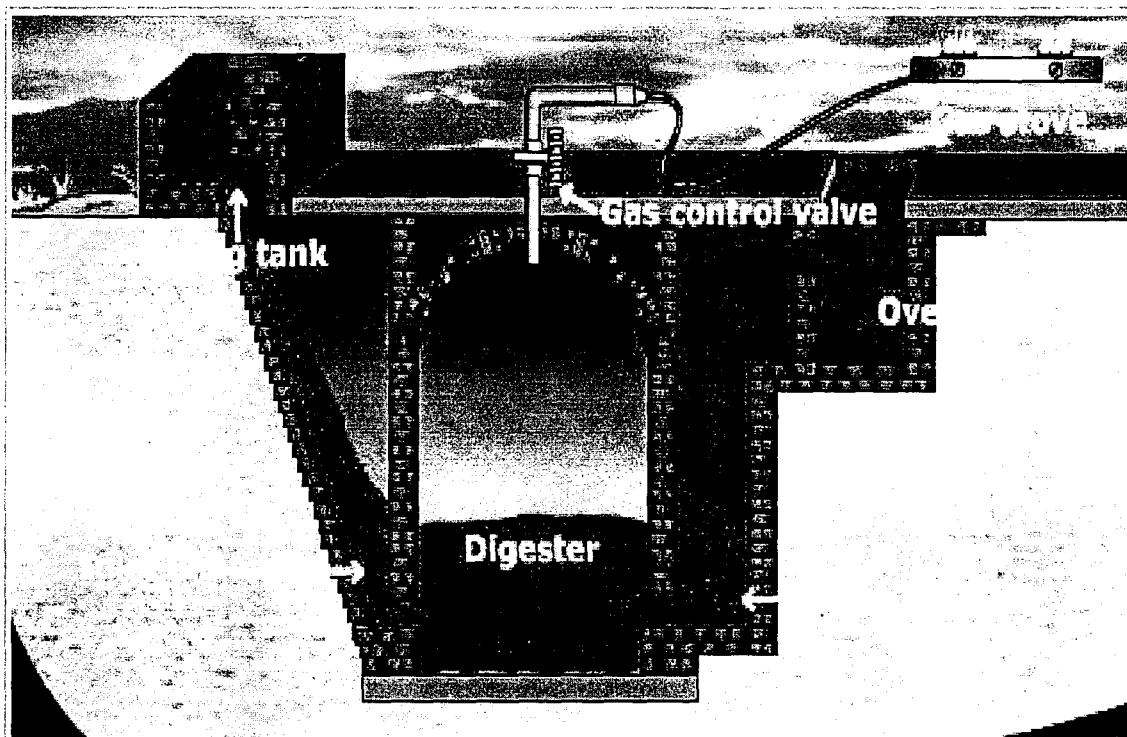
Unhygienic handling of biodegradable waste may results in many health & environmental hazards. Its disposal to open site results in public health hazards and spread of diseases like malaria, cholera, typhoid etc. Inadequate management of wastes like dumping leads to several adverse consequences: It not only leads to pollution of surface and groundwater through leach ate and further promotes the breeding of flies, mosquitoes, rats and other disease bearing vectors. Also, it releases unpleasant odour & methane which is a major greenhouse gas contributing to global warming in the production of methane gas as the waste degrades. Methane is 20 times more potent as a greenhouse gas than carbon dioxide. Substantial quantities of paper and card, and green waste, are already recycled or composted but other biodegradable materials, including food waste, are generally left in the residual waste stream. There are a range of options for recovering energy/products from residual waste and/or treating it including Energy from Waste and Mechanical Biological Treatment. However, the resource potential of food waste and green waste can be maximised by collecting it separately. This approach depends on cooperation from householders in separating out their waste, low levels of contamination, the affordability of collection and providing a suitable treatment plant.

In Island condition food waste from house hold, cow dung, Slaughter waste, fish wastes are common biodegradable wastes. Presently its disposal follows no hygienic method. It may lead so many health hazard and environmental problem to Lakshadweep Islands. So it is the duty of authorities to provide the facility to manage these types of waste in a hygienic and benefitting manner to the society.

Biogas plant is one of the Anaerobic digestion method suitable for island condition for minimizing the food waste from house hold, cow dung, Slaughter waste,

fish waste etc. It is a green clean technology cost effective and tested over the world for reducing these biodegradable wastes. Anaerobic Digestion is undertaken in large enclosed vessels and has the advantage that biodegradable waste is converted into a biogas and a 'digestate'. The biogas is captured and used to generate cooking gas/electricity whilst the digestate can be used directly as organic fertilizers.

Deenbandhu, the successor of the Janata plant in India, with improved design, was more crack-proof and consumed less building material than the Janata plant. with a hemisphere digester.



About 90% of the Biogas plants in India are Deenbandhu model. This has low material costs and larger life span than floating dome model. So the Department of Science & Technology proposes to implement 2 numbers of 2m<sup>3</sup> and eight numbers of 1m<sup>3</sup> Deenbandhu Ferrocement model Biogas Plants at various Islands. The plant has a

hemispherical fixed-dome type of gas holder, unlike the floating dome of the KVIC-design. The dome is made from pre-fabricated ferrocement or reinforced concrete and attached to the digester, which has a curved bottom. The slurry is fed from a mixing tank through an inlet pipe connected to the digester. After fermentation, the biogas collects in the space under the dome. It is taken out for use through a pipe connected to the top of the dome, while the sludge, which is a by-product, comes out through an opening in the side of the digester.

## TERMS AND CONDITIONS

### **1. Name of Work**

- 1.1. "Installation of two numbers of 2m<sup>3</sup> and eight numbers of 1m<sup>3</sup> Deenbandhu Ferrocement model Biogas Plants at various Islands for Science & Technology Department of UT of Lakshadweep Administration"

### **2. Definitions**

- 2.1. Purchaser means Department of Science & Technology, UT of Lakshadweep Administration, Kavaratti.
- 2.2. Bidder means any bidder participating in this tender.
- 2.3. Successful Bidder means bidder selected by the purchaser to execute the contract as per this tender.
- 2.4. Supplier means successful bidder to who confirmed supply order has been issued by the purchaser.
- 2.5. Contract Year means the year starting from the date of commencement of contract as per this tender document.

### **3. Scope of Work**

- 3.1. The Bidder shall supply, install, commission, provide comprehensive warranty for 1 year and provide AMC for 3 years after expiry of warranty period at the point of installation specified in Appendix-A for the purchaser subject to the terms & conditions of this tender document.
- 3.2. Quantity of items shown in the Appendix-A are tentative and actual quantity may vary i.e. either increase or decrease from the tentative quantity. Bidder shall bound to supply the goods as per confirmed supply order during the validity period of contract.

3.3. Installation points shown in the Appendix-A are tentative and the actual point of installation may vary from tentative point. Bidder shall be bound to install the goods at any point of installation as per confirmed supply order during the validity period of contract.

#### 4. Availability of Tender documents

4.1. Tender documents shall be available for downloading in the official website of Lakshadweep Administration viz. [www.lakshadweep.gov.in/tender](http://www.lakshadweep.gov.in/tender)

4.2. Purchaser reserves all rights to change/ alter/ modify any of the conditions of this Tender Document or to cancel this tender as a whole at any point of time even without assigning any reason and any such change/ alteration/ modification or cancellation of tender shall be updates in the above website. Hence bidders shall regularly watch the website for updated information.

#### 5. Time Schedule for Bidding

5.1. Time schedule for obtaining bid documents, submission of bids and opening of bids is as follows.

S.No.	Particular	Date	Time
1	Bid Document available for downloading from	08.06.2020	11.00 AM
2	Bid Document available for downloading up to	06.07.2020	06.00 PM
3	Last date & Time for submission of Bid	07.07.2020	03.00 PM
4	Opening of Technical Bid	07.07.2020	03.30 PM
5	Opening of Financial Bid	Intimate later	

5.2. If the bid opening date given above falls to be a holiday, the opening of bid shall be held on the next working day.

5.3 Purchaser reserves right to alter the date of opening of Technical/ Financial Bid without assigning any reason and any such alteration shall be updates in the website.

#### 6. Pre-Qualification Criteria for Bidder

6.1. Bidder shall be a Turnkey Agent of ANERT (Agency for Non-conventional Energy & Rural Technology. A Copy of valid Certificate/ License shall be submitted along with the bid.

6.2. GST Registration: Bidder shall be registered under Goods & Service tax Network and shall have a valid GSTN Number. Copy of valid GST Registration Certificate shall be submitted along with the bid.

6.3. Income Tax Registration: Bidder shall be registered with Income Tax Department and shall have a valid PAN/ TIN Number. Copy of valid PAN/ TIN Card shall be submitted along with bid.

6.4. Commercial Tax/ CST/ GST Clearance: Bidder shall not be defaulter for remittance of Commercial Tax/ CST/GST. Bidder shall submit along with bid copy of any of the following documents.

- (i) Tax clearance certificate for the last financial year issued by Tax Department, with whom bidder is registered or
- (ii) Copy of Returns filed by the bidder to the Tax Department, with whom bidder is registered or
- (iii) Self Declaration with documentary evidence, if any, as not a defaulter for payment of Commercial Tax/ CST/ GST or
- (iv) Self Declaration with documentary evidence, if any, as exempted from payment of Commercial Tax/ CST/ GST.

6.5. Income Tax Clearance: Bidder shall not be defaulter for remittance of Income Tax. Bidder shall submit along with bid copy of any of the following documents.

- (i) Tax clearance certificate for the last financial year issued by Income Tax Department or
- (ii) Copy of Income Tax Returns filed by the bidder to Income Tax Department or
- (iii) Self Declaration with documentary evidence, if any, as not a defaulter for payment of Income Tax or
- (iv) Self Declaration with documentary evidence, if any, as exempted from payment of Income Tax.

6.6. Financial capability: Bidder shall be financially capable to undertake the contract of this tender. Financial transaction during each of the last three financial years of the bidder participating for the schedule shall be more than amounts noted against the schedule below. Bidder shall submit along with bid copy of any of the following documents.

- (i) Audit Statement or Auditor's Certificate showing the financial transactions during last three years or
- (ii) Self Declaration with copy of bank statement certifying that the amount of Financial transactions of the bidder for each of the last three financial years

Schedule No.	Minimum Required Financial Transaction per year of last 3 years
Schedule -1	510000/-

6.7. Not to be a blacklisted/ debarred party: Bidder shall not be either blacklisted or debarred by Central Government or any of the State/ UT Government. A self declaration to this effect shall be submitted along with Bid.

6.8. Experience: The bidder shall submit the satisfactory report of installed plants, from minimum of three possessors.

6.9. Adhere with tender conditions: Bidder shall adhere with all the terms & conditions of this Tender document. If any deviation is suggested it shall be spelt out clearly. A self declaration to this effect with deviations, if any, shall be submitted along with Bid.

## **7. Item-wise Pre-Qualification Criteria**

7.1. Manufacturing License: Bidder shall be the Turnkey agents of the ANERT. If bidder is a manufacturer, bidder shall have a Manufacturing License/ Certificate for the installation of biogas Plant issued by the concerned authority. Copy of valid Manufacturing Certificate from ANERT shall be attached with the Bid.

7.2. Authorization: If bidder is not the manufacturer, but the authorized agent of the manufacturer of the installation of biogas Plant, bidder shall have a proper authorization letter issued by the manufacturer. Copy of the Manufacturing License and Authorization letter from the side of manufacturer shall be submitted by the bidder along with the Bid.

7.3. The satisfactory report of installed plants, from minimum of three possessors.

7.4. Specification: Bidder shall quote only for the Biogas Plants which matches with the specification of the plants. If any deviation is there, it shall be spelled out clearly in the Technical Bid format. A self declaration to this effect shall be submitted along with the Bid.

7.5. Brochures/ Leaflets: Bidder shall submit along with bid the Brochures / leaflets containing details & specification of the quoted Plants published by the manufacturer of the biogas Plants or their authorized agents.

## **8. Mode for submission of Bid**

8.1. Bids shall be submitted in two sealed envelopes(technical and financial bids sealed separately) in a bigger envelopes duly sealed and sent to the Director, department of Science & technology, Kavaratti, Lakshadweep by stipulated date and time.

8.2. Bids submitted by any other means shall not be considered.

8.3. Enclosures submitting along with the Bid shall be serially page numbered and page number of the enclosure shall be specified in the respective column of Technical Bid format.

## **09. Bid System**

09.1. The bid is invited in Two Bid System. Bidder shall submit the Technical Bid and Financial Bid separately.



09.2. Technical Bid: Format for submission of Technical Bid is attached as Annexure-A (Address of Bidder, EMD, Pre-Qualification Criteria for Bidders, etc.) and Annexure-B (Item-wise Pre-Qualification Criteria). Technical Bid as per Formats Annexure-A & B shall be properly filled with enclosures and submitted along with the Bid.

09.3. Financial Bid: Format for submission of Financial Bid is attached as Annexure-C. The Financial Bid as per Format Annexure-C shall be properly filled and submitted along with the Bid.

**10. Bid Security/ Earnest Money Deposit (EMD)**

10.1. EMD of this tender is as given below.

Sl.No.	Schedule No.	EMD
1	Schedule -1	Rs. 30600/-

10.2. EMD shall be submitted by means of

(i) Bank Guarantee for equal amount of EMD from any nationalized bank valid for one year from the tender opening date. Original BG shall be sent by Registered Speed Post to purchaser before the last date of submission of Bid. Copy of BG and Registered Speed Post Receipt shall be attached with the Bid.

Or

(ii) Amount of EMD shall be remitted to the Bank Account of the purchaser. Copy of Remittance Slip shall be attached with the Bid.

10.3. EMD of unsuccessful bidder shall be released/ refunded after finalization of the tender and awarding of work to the successful bidder.

10.4. EMD of successful bidder shall be released/ refunded only after receipt of Performance Guarantee/ Security Deposit and execution of contract agreement as per this tender document.

10.5. EMD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on EMD.

10.6. EMD of successful bidder, who fails to submit Performance Guarantee/ Security Deposit or execute contract agreement within the stipulated timeframe as per this tender document shall be forfeited and remitted into Government account.

10.7. Purchaser reserves all rights to realize any sum of amount from the EMD as Liquidated Damage/ Penalty to be charged from the bidder as per this tender document.

## **11. Validity of Bids**

11.1. Bids once submitted can be withdrawn or modify till the last date for submission of bids. Bidder cannot withdraw or modify his bid after the last date for submission of bids.

11.2. Bids available as on the last date for submission of bids shall be valid till finalization of the tender by Purchaser.

11.3. EMD of bidders, who withdraw or modify their bid after due date but before finalization of tender, shall liable to be forfeited.

## **12. Opening of Bids**

12.1. Bids shall be opened by a Tender Opening Committee duly constituted by the Purchaser.

12.2. Bids shall be opened in the Chamber of Director, Science & Technology, Kavaratti, Lakshadweep – 682 557 on the date & time mentioned above.

12.3. Bids shall be opened in the presence of bidders or their authorized representatives, whoever may present at the place, date & time of bid opening.

12.4. Financial Bid of the Bidders, who qualified in the Technical Bid evaluation only, shall be considered for opening. Date of opening of the Financial Bid is tentative and depends upon the finalization of Technical Bid evaluation.

## **13. Evaluation of Bid**

13.1. There shall be a Tender Evaluation Committee (TEC) constituted by Purchaser for evaluation of the Bids.

13.2. Technical Bid and Financial Bid shall be evaluated separately by the TEC.

13.3. Initially the Technical Bid shall be evaluated and those who qualify in the Technical Bid shall only be considered for Financial Bid evaluation.

13.4. Technical Bid shall be evaluated in two stages.

(i) In the first stage, Bidders Qualification shall be evaluated. Bidders shall qualify all the criteria prescribed under the clause Bidders Qualification in this tender document. Those, who do not qualify any of these qualifications in full or in part, shall not be considered for second stage.

(ii) In the second stage, Item-wise Qualification shall be evaluated. Bidders shall qualify all the criteria prescribed under the clause Item-wise Qualification in this tender document at least for one item. Those, who do not qualify any of these qualifications in full or in part at least for one item,

shall be not considered as technically qualified and their bid shall be rejected.

- (iii) TEC reserves all rights to ask the bidders to submit any missing documents or ask clarification on the documents already submitted by the bidders so as to avoid disqualifying any bidder due to meager negligence. But TEC shall exercise this right impartially, only if there is sufficient reasons to do so, to protect the interest of the Government.

13.5. Financial Bids of the bidders those who qualified in first & second stage of Technical Bid evaluation only shall be considered for Financial Bid evaluation. Normally item-wise L1 shall be selected subject to the condition that bidder is qualified in the second stage of Technical Bid evaluation for that particular item. However, in case of mutually dependent items (such items given under a common serial number with sub numbers) L1 shall be determined on the basis of total of rates quoted for all such mutually depended items. TEC reserves all rights to recommend any item other than L1 subject to proper justification like quality, past performance, etc.

13.6. Financial price for each plants shall be reckoned as the sum of rate quoted for the biogas plants including warranty and Rate for AMC.

#### **14. Letter of Intent (LOI)**

14.1. After finalization of the tender, Purchaser will issue Letter of Intent (LOI) to the successful bidders by registered post and email. A copy of the same will also be published in the official website of Lakshadweep Administration.

14.2. Successful bidder, within 15 days from date of issue of LOI through email, shall submit the Contract Agreement in the format attached with LOI after appending signature of the bidder and their two witnesses duly attested by Notary.

14.3. If the successful bidder fails to submit the duly signed Contract Agreement within the stipulated timeframe, it shall be considered that the bidder is withdrawn from the bid and consequential action shall be initiated against the bidder.

#### **15. Contract Agreement & Confirmed Supply Order**

15.1. Successful bidder shall execute a contract agreement with the purchaser for carryout of the work mentioned in this tender. The bidder shall execute the AMC agreement separately.

15.2. Contract Agreement shall be executed in Rs.100/- stamp paper and cost of stamp paper shall be borne by the successful bidder.

15.3. Contract Agreement shall be signed by the bidder and their two witnesses, which is to be duly attested by any Notary. Contract Agreement duly attested by the Notary

shall be forwarded to Purchaser for signature by the representative of the Purchaser and two witnesses from the side of Purchaser in the presence of Executive Magistrate.

15.4. Date of signature of Contract Agreement by the representative of Purchaser shall be considered as date of execution of agreement.

15.5. After execution of agreement, confirmed supply order for the quantity required at each stage shall be issued and the bidder shall be responsible to install biogas plants as per supply order.

**16. Performance Guarantee/ Security Deposit (PG/ SD)**

16.1. Successful bidder shall submit Performance Guarantee/ Security Deposit separately for installation of biogas plants including warranty period and for AMC period.

16.2. PG/ SD for cost of the installation of biogas plants including warranty period shall be equal to 10% of the total project cost stipulated in the Confirmed Supply Order. PG/ SD for cost of the biogas plants shall be submitted within 15 days from date of issue of Confirmed Supply Order. PG/ SD for cost of the biogas plants including warranty period shall be submitted separately for each Confirmed Supply Order as & when issued during the validity period of contract.

16.3. PG/ SD for AMC period shall be equal to 10% of the total AMC charges of the biogas plants for the respective year. PG/ SD for AMC period shall be submitted for each year of AMC period. PG/ SD for AMC period shall be submitted at least 1 month prior to commencement of respective AMC period.

16.4. PG/SD shall be submitted by means of Bank Guarantee from any nationalized bank.

16.5. PG/ SD for cost of biogas plants including warranty period shall be valid till 2 months after expiry of warranty period. PG/ SD for AMC period shall be valid till 2 months after expiry of respective AMC period.

16.6. PG/ SD of the bidder towards cost of the installation of biogas plants including warranty period shall be released only after receipt of PG/ SD for AMC for 1<sup>st</sup> year. PG/ SD towards AMC period of respective year shall be released after receipt of PG/ SD towards AMC period for the successive years. PG/ SD towards AMC period for last year shall be released only completion of all contractual obligations as per this Tender document, Contract Agreement and Supply Order.

16.7. PG/SD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on PG/SD.

16.8. PG/SD of the bidder, who fails to comply with the conditions of Tender document, Contract Agreement and Supply Order shall be forfeited and remitted into Government account.

16.9. Purchaser reserves all rights to realize any sum of amount from the PG/SD as Liquidated Damage/ Penalty to be charged from the bidder as per this tender document.

### **17. Validity of Contract**

17.1. Contract for carrying out the work mentioned in this tender shall be valid for a period of 1 year from the date of execution of contract agreement.

17.2. Bidder shall be responsible for supply & installation on the same rate and terms & conditions during the validity period of contract

17.3. Contract period can be extended or reduced before expiry of the validity period of contract or re-agreement can be executed after expiry of the validity period of contract subject to mutual consent basis.

17.4. The successful bidder shall execute an agreement for AMC separately having validity of three years from date of completion of the warranty period.

### **18. Delivery & Installation**

18.1. Place of Delivery & installation: installation of biogas plants intended in the confirmed supply order shall be delivered by the Supplier to the point of installation specified in the confirmed supply order.

18.2. All costs of transportation, incidental charges and loading & unloading charges up to the place of delivery & installation shall be borne by the Supplier.

18.4. Purchaser shall extend only the logistic support and all costs of transportation like loading/ unloading charges, transportation charges and freight charges, etc. shall be borne by the Supplier.

18.5. The Purchaser shall only extend the logistic support for supply and installation of biogas plants like entry permit to service engineers, etc. and all expenses for installation like travel & accommodation charges of service engineers, etc. shall be borne by the Supplier.

18.6. Supplier shall install the biogas plants in various islands. The working condition of the plants and compliance with the specification as per supply order, etc. shall be demonstrated to the officer (s)/ Official (s) authorized for the purpose by the Purchaser. After successful installation and demonstration only, the authorized officer will issue a certificate to that effect.

18.7. Time Period: Biogas plants intended in the confirmed supply order shall be installed and demonstrated within 75 days from the issue of confirmed supply order. Delayed installation, except under force majeure conditions, shall attract the Liquidated Damages clause of this tender document.

18.8. Undue Delay: If the delay in installation, except under force majeure conditions, exceeds three times of the allowed installation period, Purchaser reserves the right to reject such undue delayed installation and also to cancel that supply order and/or cancel the contract as a whole.

18.9. Supplier shall be responsible to clear the rejected plants from the premises of delivery/ installation at their own cost within 60 days of issue of rejection notice. Delay/ Non-clearing the rejected goods shall attract the Liquidated Damages as same as delay for delivery & installation clause of this tender document.

## **19. Quality of goods**

19.1. Biogas plants supplied shall meet all the standard norms of ANERT and/or of the same specification mentioned in the tender document.

19.2. Purchaser reserves all rights to verify the quality of plants supplied by Supplier through ANERT.

19.3. If it happens to be came to the notice at any point of time that the plants supplied are of substandard quality or not as per required specification a notice will be issued to the Supplier to provide documentary evidence to prove the quality/ specification of goods supplied and it should be proved by the Supplier within 45 days from the date of issue of such notice. All costs for quality proven on the basis of such notice shall be borne by the Supplier.

19.4. If the Supplier fails to prove the quality within the stipulated timeframe, payment for such substandard item shall not be released.

## **20. Warranty & AMC**

20.1. The equipment shall be under warranty for a period of 1 year from the date of installation. On expiry of warranty of 1 year, the plants shall be under Annual Maintenance Contract (AMC) for another 3 years.

20.2. During the period of Warranty & AMC (i.e. up to 4 years from the date of installation), supplier shall attend Mandatory Preventive Maintenance on half yearly basis i.e. Mandatory Preventive Maintenance shall be done once in every 6 months from the date of installation and totally 16 Mandatory Preventive Maintenance.

20.3. During the period of Warranty & AMC, supplier shall attend Unforeseen/ Breakdown Maintenance as and when required by the customer. The company shall attend the call for Unforeseen/ Breakdown Maintenance by the purchaser in a time bound manner so as to ensure that the equipment should be made functional within 25 days from the date of such call for Unforeseen/ Breakdown Maintenance.

20.4. During the period of Warranty & AMC, The supplier will extend only the logistic support like entry permit for the service engineers, etc. and all expenses on repair like

travel & accommodation charges of service engineers, etc. shall be borne by the supplier.

20.5. During the period of Warranty, it is the responsibility of the supplier to make the plants functional at their own cost and purchaser will not bear any responsibility or cost except in case of defect is due to natural calamity, fire, etc. Any cost incurred for repair is to be fully borne by the supplier. Supplier has to make its own arrangement transportation of personal and spares/lodging and boarding of personals/any other facility required to provide the service. The supplier shall provide following services to all biogas plants: 1) Any type of civil structure complaint in mixing tank, digester, over flow tank and dome 2) Any complaint in Gas control valve and gas stove.

20.6. During the period of AMC, it is the responsibility of the supplier to make the plants functional at the cost of the purchaser within the permissible breakdown time period. Any cost spares for repair shall be fully borne by the purchaser but the service charges shall be borne by the Supplier. Supplier has to make its own arrangement transportation of personal and spares/lodging and boarding of personals/any other facility required to provide this service. The supplier shall provide following services under AMC to all biogas plants: 1) Any type of civil structure complaint in mixing tank, digester, over flow tank and dome 2) Any complaint in Gas control valve and gas stove.

20.7. Permissible Breakdown period: Maximum breakdown time allowed during the period of Warranty & AMC is 15 days at a stretch subject to a maximum 45 days in a contract year. Penalty/ Liquidation Damages (LD) will be levied from the supplier, if breakdown time is more than 15 days at a stretch and/or 45 days in a contract year.

20.8. On each year during the period of Warranty & AMC, the supplier shall obtain a certificate from the officer authorized by the Purchaser to the effect that Supplier attended the Mandatory Preventive Maintenance in stipulated regular intervals and Unforeseen/ Breakdown Maintenance as and when required by the purchaser and also to the effect that breakdown time at a stretch is not more than 15 days and total breakdown time in a contract year is not more than 45 days.

20.9. Undue Delay: If the delay in attending Mandatory Preventive Maintenance and/ or Unforeseen/ Breakdown Maintenance consequently lead to exceeding the allowed breakdown period, except under force majeure conditions, exceeds three times of the allowed breakdown period, Purchaser reserves the right to cancel the contract as a whole.

## **21. Force Majeure**

21.1. Delay from the side of Supplier for execution of any of the conditions of this contract agreement under force majeure conditions like natural calamities or any other similar situations, delay in getting entry permit for service engineer, delay in getting space allotment for transportation, time taken to carryout modification/ rectification suggested for manufacturer compliant, etc. shall be condoned subject to proper

justification furnished by the Supplier in due course of time. However, the decision of Purchaser in this respect shall be final.

## **22. Penalty/ Liquidated Damages**

22.1. If the Supplier fails to install the plants at point of installation within the stipulated time frame, LD @ 0.5% of cost of plant including warranty cost per week or part thereof subject to a maximum of 10% of the cost of plant including warranty cost for the delayed period will be charged from the Supplier. The payment towards the cost of the plant shall be released only after deducting the LD amount thus calculated.

22.2. During the Warranty Period, if the Supplier fails to attend the Mandatory Preventive Maintenance within the stipulated interval, LD @ 0.5% of cost of plant including warranty cost per week or part thereof subject to a maximum of 10% of cost of plant including warranty cost for delayed period shall be charged from the Supplier. LD amount thus calculated will be deducted from the successive payments, if any, to be made to the Supplier or from the PBG of the Supplier.

22.3. During the Warranty Period, if the Supplier fails to attend the Unforeseen/ Breakdown Maintenance, consequently leading to exceeding the allowed breakdown period, LD @ 0.5% of cost of equipment including warranty cost per week or part thereof subject to a maximum of 10% of cost of equipment including warranty cost for the exceeded breakdown period shall be charged from the Supplier. LD amount thus calculated will be deducted from the successive payments, if any, to be made to the Supplier or from the PBG of the Supplier.

22.4. During the AMC Period, if the Supplier fails to attend the Mandatory Preventive Maintenance within the stipulated interval, LD @ 0.5% of prevailing AMC charges for the respective year per week or part thereof subject to a maximum of 10% of prevailing AMC charges for the respective year for delayed period shall be charged from the Supplier. LD amount thus calculated will be deducted from the successive payments, if any, to be made to the Supplier or from the PBG of the Supplier.

22.5. During the AMC Period, if the Supplier fails to attend the Unforeseen/ Breakdown Maintenance, consequently leading to exceeding the allowed breakdown period, LD @ 0.5% of prevailing AMC charges for the respective year per week or part thereof subject to a maximum of 10% of prevailing AMC charges for the respective year for the exceeded breakdown period shall be charged from the Supplier. LD amount thus calculated will be deducted from the successive payments, if any, to be made to the Supplier or from the PBG of the Supplier.

22.6. Liquidated Damage/ Penalty for each item like delay in delivery, delay in attending Mandatory Preventive Maintenance, delay in attending Unforeseen/ Breakdown Maintenance, etc. shall be charged separately and are mutually independent.

## **23. Payment Terms**



23.1. Supplier shall submit the invoice for the installation of biogas plants supplied after successful installation & demonstration of the plant in various islands along with certificate issued by the officer appointed for the purpose by purchaser to the effect that installation & demonstration has been successfully done and specification is matching with supply order.

23.2. 100% payment towards the cost of construction of Biogas plants including supply, installation, demonstration and warranty for 1 years shall be released only after getting the certificate from the authorized officer to the effect that plants has been installed & demonstrated successfully and after verifying the correctness of PG/ SD towards cost of construction of the plants including warranty period submitted by the Supplier.

23.3. Supplier shall submit the invoice for the AMC Charges on yearly basis after completion of each year of AMC along with certificate issued by the officer appointed for the purpose by purchaser to the effect that the Supplier has attended the Mandatory Preventive Maintenance and Unforeseen/ Breakdown Maintenance and also to the effect that breakdown period has not exceeded the prescribed limit.

23.4. 100% payment towards the AMC charges shall be released annually after completion of the respective year, only after getting the certificate from the authorized officer to the effect that the bidder has attended the Mandatory Preventive Maintenance and Unforeseen/ Breakdown Maintenance and also to the effect that breakdown period has not exceeded the prescribed limit and after verifying the correctness of PG/ SD submitted by the Supplier for the respective AMC period as well as receipt of PG/SD for successive AMC Period.

23.5. Payment shall be released after deducting/ adjusting the Liquidated Damages/ Penalty, TDS and any other dues due to the Government.

23.6. Advance or part payment shall not be made under any circumstances and enhancement of rate shall not be entertained during the validity period of contract.

#### **24. TDS & Other Taxes**

24.1. Income Tax and GST at the prevailing rate as per rules shall be deducted from the payment to the Supplier, for which TDS Certificate as per prevailing rules shall be issued.

24.2. Any change in Tax rate shall be made applicable as per rules while releasing the payment to the bidder. If the change is an increase in Tax rate, it is responsibility of the bidder to prove this by producing documentary evidence to showing tax rate for that particular item at the time of tendering and at the time of rising of invoice/ releasing of payment.

#### **25. Arbitration**

25.1. The tender, supply order and contract agreement to be executed shall be governed by Indian Laws.

25.2. In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be appointed by the Administrator, UT of Lakshadweep. The award of the arbitrator shall be binding upon the parties to the dispute. The arbitration shall be carried out in English language.

**26. Jurisdiction**

26.1. The dispute, if any, between the parties shall be settled at District & Sessions Court, Kavaratti, UT of Lakshadweep and contract shall be interpreted under Indian laws.

**27. Termination Contract**

27.1. Violation of any of the conditions of tender document or supply order or contract agreement to be executed shall entail cancellation of tender/ contract and initiate legal action against the bidder including the blacklisting the firm.

27.2. Purchaser reserves all rights to cancel the tender/ contract in full or in part at any time even without assigning any specific reason.

**28. Address for communication & Bank Account Details**

28.1. Address for communication of the purchaser is as follows.

The Director (Science & Technology)  
Department of science & technology '  
UT of Lakshadweep, Kavaratti – 682 555.  
Phone 0489 6262510,  
email:lk-dst@nic.in

28.2. Bidder shall submit his address for communication containing valid email address along with the Technical Bid.

28.3. Any communication to the bidder/ successful bidder/ supplier shall be made through post as well as email. Date of successful sending of email shall be reckoned as date of communication for the purposes of this tender.

28.4. Bank Account details of the Purchaser is as given below.

Name of the Account Holder (s)	Deputy Director, Department of Science & Technology
Account Number	99502010003355

IFSC Code	SYNB0009950
Name of Bank & branch	Syndicate Bank, Kavaratti

28.5. Bidder shall furnish his Bank Account details in the above format along with Technical Bid.

**29. APPENDIX-A  
(LIST OF INTENDED BIOGAS PLANTS)**

<b>Schedule-I</b>			
Sl.No.	Particulars with specification	Approximate Quantity Required	Point of installation
01.	2m <sup>3</sup> Deenabandhu Ferrocement model Biogas Plant (Specification:Family size Bio-gas plant-Code of Practices (Second Revision), IS 9478:1989 of the BIS, New Delhi)	2	1. State Guest house, Agatti. 2. DANICS ANNEX, Kavaratti
02.	1m <sup>3</sup> Deenabandhu Ferrocement model Biogas Plant(Specification:Family size Bio-gas plant-Code of Practices (Second Revision), IS 9478:1989 of the BIS, New Delhi)	8	1. Transit Accommodation, kalpeni, 2. Dak Bungalow, kalpeni, 3. UT Guest House, Kavaratti 4. Dak Bungalow, Kavaratti. 5. Guest house Annexe, kavaratti. 6. Dak Bungalow, Minicoy 7. Dak Bungalow, Chetlat 8. Dak Bungalow, Bitra

**30. Annexure-A (Pre-Qualification Criteria for Bidder)**

Sl. No.	PQ Criteria for Bidder	Whether Attached (Yes/ No)	Page Nos.	Remarks
1.	Address of the Bidder, with authorized signatory			
2.	Bank Accounts Details of Bidder			
3.	Turnkey Agents of ANERT(Certificate to be provided)			
4.	EMD			

5.	Copy of Registration/ License for Transaction/ Business			
6.	Copy of VAT/ CST/ GST Registration Certificate			
7.	Copy of PAN/ TIN Card			
8.	Copy of VAT/CST Clearance			
9.	Copy of Income Tax Clearance			
10.	Financial capability			
11.	Declaration on not blacklisted/ debarred			
12.	Experience- The satisfactory report of installed plants, from minimum of three possessors.			
13.	Declaration on adherence with tender conditions			

**31. Annexure-B (Item-wise Pre-Qualification Criteria)**

Sl.No.	Biogas Plant Model with specification	Name of Manufacturer	No. Required	ANERT is attached , if yes, page number	Whether copy of Authorization from Manufacturer is	s, page number of quoted biogas Plants matches with	Whether Brochure/ Leaflet is attached, if yes, page	Remarks
01	2m <sup>3</sup> Deenabandhu Ferrocement model Biogas Plant (Specification: Family size Bio-gas plant-Code of Practices (Second Revision), IS 9478:1989 of the BIS, New Delhi)		2					
02	1m <sup>3</sup> Deenabandhu Ferrocement model Biogas Plant (Specification: Family size Bio-gas plant-Code of Practices (Second Revision), IS 9478:1989 of the BIS, New Delhi)		8					

**32. Annexure-C (Financial Bid)**

Sl.No.	Particulars											
			Quantity as per Tender									
				Unit rate including 1 year warranty								
					Tax, if any, on unit cost							
						Total unit cost including 1 year warranty and Tax(D+E)						
							AMC Charge, including Tax, for 1 <sup>st</sup> year after warranty					
								AMC Charge, including Tax, for 2 <sup>nd</sup> year after warranty				
									AMC Charge, including Tax, for 3 <sup>rd</sup> year after warranty			
										(G+H+I)Total AMC Charge, including Tax, for 3 years after		
											year AMC (F+L)	
												warranty and 3 year AMC (M x C)
A	B	C	D	E	F	G	H	I	L	M	N	
01.	2m <sup>3</sup> Deenabandhu Ferrocement model Biogas Plant											
02.	1m <sup>3</sup> Deenabandhu Ferrocement model Biogas Plant											