



लक्षद्वी#पसं&घशा)सिसंतप्रदे/शाप्रशा)संन/U.T. ADMINISTRATION OF LAKSHADWEEP
प&चा)यतसिनदे/शा)लय/ DEPARTMENT OF PANCHAYATS
कवरत्ति7/ KAVARATTI – 682555

Notice Inviting Tender

Department of Panchayat, UT of Lakshadweep Administration, Kavaratti invites competitive Tender from manufacturing firms/Authorized agencies for the following work is as detailed below.

Name of Work	Supply, installation, commissioning including Civil works and providing 3 years warranty and 5 years CAMC (total 8 years) for 08 numbers Biomedical waste incinerators to the islands of Amini, Kadmat, Kiltan, Chetlat, Bitra, Andrott, Kalpeni and Minicoy Islands of Lakshadweep.
Tender Fee/ Cost of Tender Form	Rs.1000/-
Bid Document available for downloading from	10 AM on 22/10/2024 (T)
Pre Bid meeting	11 AM on 05/11/2024 (T+15 days)
Bid Document available for downloading up to	3 PM on 20/11/2024 (T+30)
Last date & Time for submission of Bid	3 PM on 21 /11/2024 (T+31)
Opening of Technical Bid	4 PM on 21 /11/2024 (T+31)
Opening of Financial Bid	In due course after finalization of technical bid.

Tender Document containing detailed terms & conditions can be downloaded from the website www.lakshadweep.nic.in and e-tender portal of Lakshadweep <https://tendersutl.gov.in>. Bidders willing to participate in the tender shall visit this websites. For any help/ query, please contact representative of the Department through email lk-panchdop@ult.gov.in or Telephone 04896 2293.

(Aditya Bhatt, DANICS)
Director (Panchayats)

To

- 1) The Director (Information & Public Relation) with a request to publish in the next issue of Lakshadweep Times.
- 2) The State Informatics Officer, NIC with a request to publish in the website.
- 3) The Director General, Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No. 108, Sector- 1 , Plot No. 22, ECADP, Kolkata – 700107. E-mail: dg.dgcis@nic.in with request to Publish the tender in Indian Trade Journal at www.itj.dgciskol.gov.in/itj.
- 4) All Departmental Heads under UTLA with request to display in their notice board.
- 5) The Deputy Collectors/ Sub Divisional Officers of all islands with request to display in their notice board.

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TENDER DOCUMENT

Department of Panchayat, UT of Lakshadweep Administration, Kavaratti invites competitive E-Tender from the Original Licensed Manufactures or their authorized distributors/agents for supply, installation, commissioning including Civil works and by providing 3 years warranty and 5 years Comprehensive Annual Maintenance Contract (CAMC) for 08 numbers Biomedical Waste Management Incinerators to the islands of Kadmat, Amini, Kiltan, Chetlat, Bitra, Kalpeni, Andrott and Minicoy islands Subject to the terms and conditions in this tender documents.

TERMS AND CONDITIONS

1. Name of Work

- 1.1. Name of work is supply, installation, commissioning including Civil works, providing 3 years warranty and 5 years Comprehensive Annual Maintenance Contract (CAMC) for 08 numbers Biomedical Waste Management incinerators to the islands of Kadmat, Amini, Kiltan, Chetlat, Bitra, Kalpeni, Andrott and Minicoy islands is as detailed below.

Sl. No	Capacity of Biomedical Waste management incinerator required	Name of Island to be installed and commissioned
1	100 kg/Hrs.	Andrott
2	100 kg/Hs	Minicoy
3	100 kg/Hrs	Amini
4	50 kg/Hrs	Kadmat
5	50 Kg/Hrs	Kalpeni
6	50 Kg/Hrs	Kiltan
7	50 kg/Hrs	Chetlat
8	20 Kg/Hrs	Bitra

2. Definitions

- 2.1. Purchaser/ Customer/Department means the Department of Panchayat at Kavaratti or any authorized representative of the Panchayat obtaining the service.
- 2.2. Bidder means biomedical incinerator manufactures or their authorized agencies participating in this tender.
- 2.3. Successful Bidder means bidder selected to execute the contract as per this tender.
- 2.4. Service Provider/ Agency means successful bidder to whom confirmed work order has been issued to execute the work as per this tender notice.
- 2.5. Contract year means the year starting from the date of commencement of contract as per this tender document/ work order.
- 2.6. CAMC means Comprehensive Annual Maintenance Contract.

3. Scope of Work

- 3.1 The Bidder shall supply, installation, commissioning including civil works, providing 3 years warranty and 5 years CAMC for 08 numbers Biomedical Waste Management incinerators to the islands of Kadmat, Amini, Kiltan, Chetlat, Bitra, Kalpeni, Andrott and Minicoy islands as per terms and condition of the tender documents.
- 3.2. Quantity shown in the Provisional Work Schedule at **Appendix-1** is tentative and actual quantity may vary i.e. either increase or decrease from the tentative quantity. Bidder shall bound to provide the service as per confirmed work order during the validity period of contract.
- 3.3 Installation point shown in the **Appendix 1** is tentative and actual point of installation may vary from tentative point. Bidder shall bound to install the goods at any point of installation as per confirmed supply order during the validity period of the contract.
- 3.4 It is the responsibility of the successful bidder to transport required items from mainland to islands, construct the civil structure, and install and commission the incinerator as per the details and specifications provided by the department.
- 3.5 The bidder shall quote a single price for the construction of civil works, supply, installation and commissioning of the incinerator along with 3 year warranty period and 5 year CAMC as specified in the quotation.
- 3.6 The transportation of items under construction of civil works and supply, installation and commission of incinerator is sole responsibility of the bidder and the department will not be responsible for variation in the rate of transportation to UT of Lakshadweep.
- 3.7 The Comprehensive Annual Maintenance Contract (CAMC) is for next five years after warranty period of three years as in the tender document.
- 3.8 The Design and Construction and requirements of the Bio-medical Waste incinerator (Revised Draft) published dated October, 21, 2016 and Bio Medical Waste management Rule, 2016 shall part and parcel of the NIT.

4. Availability of Tender documents

- 4.1. Tender documents shall be available for downloading in the official website of Lakshadweep Administration viz. www.lakshadweep.nic.in and e-tender portal of Lakshadweep <https://tendersutl.gov.in>
- 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/ Notice Board. Hence bidders shall regularly watch the website/ Notice Board for updated information.

5. Time Schedule for Bidding

- 5.1. Time schedule for obtaining bid documents, submission of bids and opening of bids are as given in the Notice Inviting Tender (NIT).
- 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 or any date notified in due course.
- 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/ Notice Board.

6. Pre-Qualification Criteria for Bidder

- 6.1. **Registration/License for business transaction:** Bidder shall be registered individual/Organization/Company with the central government or any of the state/UT government and shall have valid license/authority for supply of good and services indented in this tender documents. Copy of the valid registration certificate/ license shall be submitted along with the bid (documents).
- 6.2. **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 technical bid.
- 6.3. **GST Registration:** Bidder shall be registered under Goods and Service Tax network and shall have a valid GST Number. Copy of valid GST registration certificate shall be submitted along with the bid.
- 6.4. **VAT/CST/GST Clearance:** Bidder shall not be defaulter for remittance of tax. Bidder shall submit the following documents along with bid.
- (1) Tax clearance certificate for the last financial year issued by tax department
(2) Copy of the last three years returns filed by the bidder to the tax department.
- 6.5. **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 amount noted against each schedule. Bidder shall submit copy of the audit statement or auditor's certificate showing the financial transactions during last three years along with bid as detailed below.

Schedule Number	Minimum required financial turnover per year for each of last 3 years
Schedule I	Rs.2.5 crore
Schedule II	Rs.2 crore
Schedule III	Rs.1.8 crore

- 6.6. **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 technical Bid. Sample copy of the form for self-declaration shown at **Performa 1: Declaration on blacklisting**
- 6.7. **Experience:** Bidder participating for each schedule shall have experience during last 3 years for supply of incinerators and services costing more than amounts noted against each schedule to any of the central government/state governments/UT governments/PSU institutions/reputed private institutes. Bidders shall submit experience certificates in the form of bid. Copy of supply orders and/or sanction orders/work completion certificate issued by such other documents adhere with tender conditions: Bidder shall adhere with all the terms & conditions of this tender document.
- 6.8. The department is prepared the documents as per Biomedical waste Management Rule, 2016 and guidelines notified by the Central Pollution Control Board, New Delhi. Any deviation in specification or terms and condition will alter the quality of the product. Hence all the bidder shall submit a self-declaration to this effect along with bid documents. The sample copy of declaration on adherence with tender condition attached as **Performa 2.**

7. Tender Fee/ Cost of Tender Form

- 7.1. Tender Fee/ Cost of Tender Form is Rs.1000/- (Rupees One Thousand) only.
- 7.2. Each Bidder shall remit Tender Fee/ Cost of Tender Form to the Bank Account of the Customer or Demand Draft drawn from any nationalized Bank in favour of Director, Department of Panchayat, UTLA, Kavaratti. The Bank Account number of Director, Panchayat is as below
A/ C No.39351434893
State Bank of India, Kavaratti, Pin
682555 IFS Code: SBIN0005080
- 7.3. Scanned copy of Bank Remittance Slip/ Demand Draft towards Tender Fee/ Cost of Tender Form shall be attached with the technical Bid.
- 7.4. Tender Fee/ Cost of Tender Form once remitted by the bidder shall not be refunded under any circumstances.
- 7.5. Tenders without Tender Fee/ Cost of Tender Form, submitted by the bidder, who is not exempted from payment of Tender Fee/ Cost of Tender Form shall be summarily rejected.
- 7.6. The bidders who are registered with NSIC/MSME/startup are exempted from the payment of Tender fee/EMD. A copy of valid NSIC/MSME/Startup Registration Certificate as per the MSME Act shall be uploaded with other documents for availing the exemption of tender fee/EMD.

8. Bid System/ Mode for submission of Bid

- 8.1. Bids shall be submitted in the e-tender mode through the website www.utltenders.nic.in. Formalities for Registration, submission of bids, etc. are available in this website itself.
- 8.2. Bids submitted by any other means shall not be considered.
- 8.3. Enclosures submitting along with the Technical Bid shall be serially page numbered and page number of the enclosure shall be specified in the respective column of Technical Bid format.
- 8.4. The bid is invited in Two Bid System. Bidder shall submit the Technical Bid and Financial Bid separately.
- 8.5. **Technical Bid:** All the required details as per **Appendix II** shall be submitted along with necessary certificate, license, self-declaration etc. through www.utltenders.nic.in website.
- 8.6. **Financial Bid:** All the required details as per **Appendix III** shall be submitted through www.utltenders.nic.in website.
- 8.7. Conditional tenders shall not be entertained
- 8.8. Bidder shall submit only single tender. If more than one tender is submitted, all the bids of concerned bidder shall be summarily rejected.

8.9. Any bid received after the specified time and date for submission of bids shall be rejected.

9. Bid Security/ Earnest Money Deposit (EMD)

9.1. EMD for each schedule as per Appendix I of incinerator intended in the tender is as shown below.

Sl. No	Schedule Number	EMD (in Rs)	EMD (Rupees in words)
1	Schedule I	16,62,318	Sixteen Lakh sixty two thousand three hundred and eighteen only
2	Schedule II	19,38,818	Nineteen lakh thirty eight thousand eight hundred and eighteen only
3	Schedule III	4,46,548	Four lakh forty six thousand five hundred and forty eight only

9.2 EMD shall be submitted by means of Demand Draft draw from any nationalized bank in favour of Director, Department of Panchayat, UTLA, Kavaratti and scanned copy of Demand Draft shall be attached with the technical bid or shall remit to the favour of Director, Panchayat in A/C No.39351434893, State Bank of India, Kavaratti, IFSC code: 0005080 and the receipt of the same shall be attached with the tender documents.

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

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

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

9.6. 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.

9.7. 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.

9.8 Bidders who are exempted from the payment of EMD shall submit the documentary evidence to that effect.

10. Validity of Bids

10.1. Bids once submitted can be withdrawn till the last date for submission of bids. Bidder cannot withdraw his/ their bid after the last date for submission of bids.

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

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

11. Opening of Bids

- 11.1. Bids shall be opened by a Tender Opening Committee/ Tender Evaluation Committee duly constituted by the purchaser.
- 11.2. Bids shall be opened in the Chamber of Secretary, Department of Panchayat, UTLA, Kavaratti, Lakshadweep-682 555 in the date & time mentioned in this tender document or notified in due course.
- 11.3. Bids shall be opened in the presence of bidders or their authorized representatives, whoever may present at the place, date & time of bid opening.
- 11.4. 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 will be informed in due course depends upon the finalization of Technical Bid evaluation.

12. Evaluation of Bid

- 12.1. There shall be a Tender Evaluation Committee (TEC) constituted by Customer for evaluation of the Bids.
- 12.2. Technical Bid and Financial Bid shall be evaluated separately by the TEC.
- 12.3. Initially the Technical Bid shall be evaluated and those who qualify in the Technical Bid shall only be considered for Financial Bid evaluation.
- 12.4. Technical Bid shall be evaluated in two stages:
 - (1) In the first stage, bidder's qualification shall be evaluated. Bidders shall qualify all the criteria prescribed under the clause bidder's qualification in tender documents. Those, who do not qualify any of these qualifications in full or part, shall not be considered for second stage.
 - (2) 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 documents at least one for one item. Those, who do not qualify any of these qualifications in full or part, shall not be considered as technically qualified and their bid shall be rejected.
 - (3) 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.
- 12.5. Financial Bids of the bidders those who qualified in Technical Bid evaluation only shall be considered for Financial Bid evaluation. L1 bidder shall be determined on the basis of total amount quoted. Normally L1 bidder will be selected; however under exceptional circumstance TEC reserves all rights to recommend any bidder other than L1 subject to proper justification.
- 12.6. Financial price quoted shall be reckoned as sum of rate quoted for the goods including transportation, installation, commissioning, civil works, GST, other taxes, warrantee etc.

13. Letter of Intent (LOI)

- 13.1. After finalization of the tender, Department will issue Letter of Intent (LOI) to the successful bidder by suitable means and the same will also be published in official website of Lakshadweep administration.
- 13.2. Successful bidder, within 15 days from date of issue of LoI, shall submit the Service Level Agreement in the format attached with LoI after appending signature of the bidder.
- 13.3. 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.

14. Performance Guarantee/ Security Deposit (PG/ SD)

- 14.1. Successful bidder shall submit Performance Guarantee/ Security Deposit separately for incinerator including warranty period.
- 14.2. PG/SD for cost of the incinerator including warranty period shall be equal to 10% of the total cost of the financial bid /stipulated in the confirmed supply order. PG/SD for the cost of the incinerators shall be submitted within 15 days from date of issue of confirmed supply order. PG/SD for cost of the incinerators including warranty period shall be submitted separately for each confirmed supply order as and when issued during the validity period of contract.
- 14.2. PG/SD shall be submitted by means of Bank Guarantee from any nationalized bank.
- 14.3. Each PG/SD submitted for the cost of incinerators including 3 years warranty period and 5years CAMC should be valid during entire period of agreement with a claim period of one year beyond currency of the agreement (total 9 years)
- 14.4. PG/ SD of the bidder shall be released only on completion of all contractual obligations as per this Tender document, contract agreement and supply order.
- 14.5. PG/SD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on PG/SD.
- 14.6. PG/SD of the bidder, who fails to comply with the conditions of Tender document, Contract Agreement and Work Order shall be forfeited and remitted into Government account.
- 14.7. Customer 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.

15. Service Level Agreement & Confirmed Work Order

- 15.1. Successful bidder shall execute a Service Level Agreement (SLA) for 8 years (Eight years)with the Department for carryout of the services mentioned in this tender.
- 15.2. SLA shall be executed in Rs.100/- stamp paper and cost of stamp paper shall be borne by the successful bidder.
- 15.3. SLA shall be signed by the bidder and their two witnesses, which is to be dully attested by the Notary. SLA dully attested by the Notary shall be forwarded to

purchaser for his/her signature. The purchase or his authorized representative shall sign SLA along with two witnesses in the presence of Executive Magistrate, concerned.

- 15.4 Date of signature of SLA by the Purchaser or his representative shall be considered as date of execution of SLA.
- 15.5 After execution of SLA, confirmed work order shall be issued and the successful bidder shall be responsible to provide the goods and services as per work order/supply order.

16. Validity of Contract

- 16.1. The rate quoted for supply of incinerator shall be valid for a period of two years from the date of execution of contract agreement.
- 16.2. Bidder shall be responsible for providing services on the same rate and terms & conditions during the validity period of contract.
- 16.3. 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. Delivery and installation

- 17.1 Place of delivery and installation of incinerator intended in the confirmed work order shall be delivered and commissioned by the supplier at the point of installation specified in the confirmed supply order.
- 17.2 All cost of transportation, construction of civil structure, establishment and commissioning of incinerator, 3 years warranty, 5 years CAMC, installation and commission of pollution detecting equipment's, management etc. shall be borne by the supplier.
- 17.3 Safety of goods till installing, commissioning and handing over the incinerator shall be the responsibility of the supplier. The purchaser shall not be responsible for any breakage/damage/loss/theft etc. of the goods during storage/transit due to any reasons, natural or otherwise.
- 17.4 The purchaser shall only extend logistic supports like entry permit to the contractor, supplier, workers, Service engineers etc. and all expenses for installation and commissioning like travel, accommodation, accessories etc, shall be borne by the supplier.
- 17.5 The land for installation and commissioning of incinerator shall be provided by the purchaser or his authorized representative as demanded by the supplier.
- 17.6 Before installation, the supplier shall make sure that the pre requisite viz. power supply, earthing, premises modification etc. are fully complaint with manufacture requirements.
- 17.7 The supplier shall commission the incinerator at designated area of the installation points in Lakshadweep. The working condition of the equipment's and compliance with the specification as per supply order etc. shall be demonstrated to the officer/officials designated by the department. After successful installation and demonstration only, the authorized officer will issue a certificate to that effect which contain "the incinerator installation, commissioning and demonstration has been successfully done and specification is matching with supply order".

- 17.8 All the incinerators along with its accessories intended in the confirmed supply order shall be installed and demonstrated within the number of days from the issue of confirmed supply order for each schedule is stated as detailed below.

Sl. No	Schedule Number	Capacity of incinerator (in kgs)	Supply,install,commissioning and handing Over of incinerator (in days)
1	Schedule 1	100 kgHrs	150 days
2	Schedule II	50 kg/Hrs	120 days
3	Schedule III	20 kg/Hrs	90 days

- 17.9 Delayed installation, except under force majeure conditions, shall attract the Liquidated Damages clause of this tender documents.
- 17.10 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 goods and also to cancel that supply order and/or cancel the contract as a whole without further notice.
- 17.11 The supplier shall be responsible to clear the rejects from the premises of delivery/installation at their own cost within 60 days of issue of rejection notice or installation and commissioning of the incinerator at site. Delay/Non clearing of rejected goods shall attract penal provision under "liquidated damages" and shall be deducted.

18 Quality of Goods and services

- 18.1 Goods supplied shall meet all standards and norms as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21st October, 2016. The documents should be the part of the tender documents in all respects
- 18.2 Purchaser reserves all rights to verify the quality of goods supplied by the supplier through any government approved/identified agency.
- 18.3 If it come to the notice to any point of time that goods supplied are of substandard quality or not as per required specification, a notice will be served to the supplier to provide documentary evidence to prove the quality/ specification of goods supplied. The same shall be proved by the supplier within 30 days from the date of issue of such notice. All cost for quality proven on the basis of such notice shall be borne by the supplier.
- 18.4 If the supplier fails to prove the quality within the stipulated timeframe, the same shall be replaced as per specification of the tender within 60 days from the date of issue of the notice. The purchaser will not sanction any amount to such sub-standard materials in this regard.

19 Warranty and CAMC

- 19.1 All the incinerators in each schedule along with its accessories shall be under warranty period of 3 years from the date of installation, commissioning and handing over of the last incinerator. On expiry of warranty of 3 years, the incinerators along with its accessories shall under Comprehensive Annual Maintenance Contract (CAMC) for another 5 years.
- 19.2 During the period of warranty and CAMC (total 8 years), the supplier shall attend Mandatory Preventive Maintenance (MPM) on half yearly basis. i.e., a total of 16 MPM shall be conducted by the supplier in 8 years period.

- 19.3 During warranty and CAMC, the supplier shall attend unforeseen/breakdown maintenance as and when require by the machine. The supplier shall attend the call for unforeseen/breakdown maintenance by the purchaser in time bound manner so as to ensure that the equipment should be made functional within 15 days from the date of such telephonic call/E-mail message by the purchaser or his authorised agents.
- 19.4 During warranty and CAMC period, the purchaser will only extend logistic support like entry permit to the company officials or their authorised representative. All expenses for repair and maintenance of incinerator during warranty period shall be borne by the supplier.
- 19.5 During warranty and CAMC period, it is the responsibility of supplier to make the incinerator functional. The purchaser will not bear any cost including repair and maintenance except in case of defect is due to fire or natural calamity. Supplier shall arrange spares, tools, transportation facilities etc. for to provide the service during warranty period and CAMC period.
- 19.6 Permissible breakdown period during warranty and CAMC is 15 days at a stretch and maximum 45 days in a year for each incinerator. Penalty/Liquidated damages will be levied to the supplier, if breakdown time is more than 15days at stretch or 45 days in a contract year/incinerator.
- 19.7 During the period of warranty and CAMC, the supplier shall collect a certificate from the Executive officer/Authorised officer of the concerned island that “the supplier as carried out Mandatory Preventive Maintenance (MPM) of the incinerator in stipulated regular intervals and breakdown time at a stretch is not more than 15 days and total breakdown time was not exceeded 45 days in a contract year”.
- 19.8 If the delay in attending Mandatory Preventive Maintenance (MPM) 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, the purchaser reserves the right to cancel the contract as a whole and have every right to fix liquidated damages as per terms and condition.
- 19.9 On each year during the period of warranty and CAMC, the company shall obtain a certificate from the officer authorized by the customer to the effect that supplier attended the Mandatory Preventive Maintenance (MPM) 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. Force Majeure

- 20.1 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, viz. heavy monsoon from May to September every year etc. shall be condoned subject to proper justification furnished by the Service Provider in due course of time. However, the decision of Customer in this respect shall be final.

21 Penalty/ Liquidated Damages

- 21.1 If the supplier fails to install all the incinerator along with its accessories at point of installation within the stipulated time frame, [LD@0.5%](#) of cost of equipment including warranty and CAMC cost per week or part thereof subject to a maximum of 10% of the cost of equipment including warranty and CAMC cost for the delayed period will be charged from the supplier. The payment towards the cost of the equipment's shall be released only after deducting the LD amount thus calculated.
- 21.2 During the warranty and CAMC period, if the supplier fails to attend Mandatory Preventive Maintenance (MPM) on half yearly basis,LD@0.5%of cost of equipment

including warranty and CAMC cost per week or part thereof subject to a maximum of 10% of cost of equipment including warranty and CAMC cost for delayed period shall be charged from the supplier. The LD amount thus calculated will be deducted from the successive payments, if any, to be made to the supplier or from the PG/BG of the supplier.

- 21.3 During the warranty and CAMC period, if the supplier fails to attend the unforeseen/breakdown maintenance, consequently lead to exceed the allowed breakdown period, LD@0.5% of cost of equipment including warranty and CAMC cost per week or part thereof subject to a maximum of 10% of cost of equipment including warranty and CAMC cost for delayed period shall be charged from the supplier. The LD amount thus calculated will be deducted from the successive payments, if any, to be made to the supplier or from the PG/BG of the supplier.
- 21.4 If the supplier fails to remove the rejects after 60 days from the date of installation and commission of the incinerator, LD@0.25% of cost of equipment including warranty and CAMC cost per week or part thereof subject to a maximum of 10% of cost of equipment including warranty cost for delayed period shall be charged from the supplier. The LD amount thus calculated will be deducted from the successive payments, if any, to be made to the supplier or from the PG/BG of the supplier.

22. Payment Terms

- 22.1 Supplier shall submit the invoice for each incinerator after successful installation, commission and demonstration at designated point in Lakshadweep along with required certificate issued by the officer/officers appointed for the purpose.
- 22.2 The payment towards the cost of incinerator including supply, installation, demonstration (basic rate with one year warranty) shall be released only after getting the certificate from the authorized officer to the effect that incinerator has been installed and demonstrated successfully and after verifying the correctness of PG/SD towards cost of equipment's including warranty period submitted by the supplier is as detailed below.

Sl. No	Schedule	No of installments	Payment towards the cost of incinerator including supply, installation, demonstration and commission	
			No. of incinerator	% of the total cost released after Commission (Cumulative)
1	Schedule I	3	1	33%
			2	68%
			3	100%
2	Schedule II	5	1	20%
			2	40%
			3	60%
			4	80%
			5	100%
3	Schedule III	1	1	100%

- 22.3 The purchaser will release warranty cost as per quoted/agreed rate during the successful completion of 2nd and 3rd year warranty period by the bidder. For which, the Supplier shall submit the invoice for warranty charges after the completion of 2nd year onwards. The invoice should accompany with the certificate issued by the

officer appointed for the purpose by the purchaser to the effect that “the supplier has attended the Mandatory Preventive Maintenance (MPM) and unforeseen/breakdown maintenance and also to the effect that breakdown period has not exceeded the prescribed limit during warranty period”.

- 22.4 Supplier shall submit the invoice for the CAMC charges on yearly basis after completion of each year of CAMC along with certificate issued by the officer appointed for the purpose. The invoice should accompany with the certificate issued by the officer appointed for the purpose by the purchaser to the effect that “the supplier has attended the Mandatory Preventive Maintenance (MPM) and unforeseen/breakdown maintenance and also to the effect that breakdown period has not exceeded the prescribed limit during warranty period”
- 22.5 100 % payment towards the CAMC charges shall be released annually after completion of 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 CAMC period as well as receipt of PG/SD for successive CAMC period.
- 22.6 Payment shall be released after deducting/adjusting the liquidated damages/penalty, TDS and any other dues to the government.
- 22.7 Advance or part payment for incinerator or during warranty period shall not be made under any circumstances and enhancement of rate shall not be entertained during the validity period of the contract.

23. TDS & Other Taxes

- 23.1 Income tax/GST at the prevailing rate as per rules shall be deducted from the payment to the supplier, for which TS certificate as per prevailing rules shall be issued.
- 23.2 Any change in tax rate shall be applicable as per rules while releasing the payment to the bidder. If the change is an increase in tax rate, it is the bidder’s responsibility 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 raising of invoice releasing of payment.

24. Arbitration

- 24.1. The Tender, Service Level Agreement and Work Order shall be governed by Indian Laws.
- 24.2. 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 Administration of UT of Lakshadweep. The award of the arbitrator shall be binding upon the parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to appropriate authority in Kavaratti, UT of Lakshadweep whose decision shall bind finally and conclusively. The arbitration shall be carried out in English language.

25. Jurisdiction

25.1. 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.

26. Termination Contract

26.1. Violation of any of the conditions of Tender Document or Work Order or Service Level Agreement to be executed shall entail cancellation of tender/ contract and initiate legal action against the bidder including the blacklisting the firm.

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

27. Address for communication & Bank Account Details

27.1. Address for communication of the customer is as follows.

The Director (Panchayat),
Department of Panchayat,
UT of Lakshadweep, Kavaratti – 682
555. E-mail: lk-panchdop@utl.gov.in

27.2. Bidder shall submit his address for communication containing valid email address, mobile & WhatsApp number along with the Technical Bid.

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

27.4. Bidder shall furnish his Bank Account details in the following format along with technical bid

Name of the Account Holder (s)	
Account Number	
IFSC Code	
Name of Bank & branch	

APPENDIX 1**PROVISIONAL WORK SCHEDULE****28. SCHEDULE - I : SUPPLY, INSTALLATION AND COMMISSION OF 100KG/HRS BIOMEDICAL WASTE MANAGEMENT INCINERATOR**

Sl. No	Name of Good with specification	Approximate quantity required (in numbers)	Point of installation
1	Supply, Installation and Commission of 100 Kg/Hrs Bio medical Waste Management incinerator in Islands along with civil structure for the incinerator, 3 years warranty and 5 years CAMC	3	Andrott Minicoy Amini

29. SCHEDULE - II: SUPPLY, INSTALLATION AND COMMISSION OF 50 KG/HRS BIOMEDICAL WASTE MANAGEMENT INCINERATOR

Sl. No	Name of Good with specification	Approximate quantity required (in numbers)	Point of installation
1	Supply, Installation and Commission of 50 Kg/Hrs Biomedical Waste Management incinerator in Islands along with civil structure for the incinerator, 3 years warranty and 5 years CAMC	4	Kadmat Kiltan Chetlat Kalpeni

30. SCHEDULE - III: SUPPLY, INSTALLATION AND COMMISSION OF 20 KG/HRS BIOMEDICAL WASTE MANAGEMENT INCINERATOR

Sl. No	Name of Good with specification	Approximate quantity required (in numbers)	Point of installation
1	Supply, Installation and Commission of 20 Kg/Hrs Biomedical Waste Management incinerator in Island along with civil structure for the incinerator, 3 years warranty and 5 years CAMC	1	Bitra

APPENDIX II (TECHNICAL BID PREREQUISITES)**31. 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 Account Details of the Bidder			
3)	Cost of Tender Form			
4)	EMD			
5)	Copy of registration/License for transaction/Business			
6)	Copy of VAT/CST/GST 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			
13)	Declaration on adherence with tender condition			

Signature with Name & Address of the bidder

32. Annexure-B (technical item wise prequalification criteria)

Sl. No.	Technical Item wise criteria	Whether Attached (Yes/ No)	Page Nos.	Remarks
1	Copy of Manufacturing License			
2	Copy of Authorization from Manufacture			
3	Copy of ISO Certificate			
4	Certificate from CPCB/PCB of concerned state/UT			
5	Self-Declaration certificate on standard on incineration as per Solid Waste Management Rule, 2016 and its amendment's			
6	Detailed specification of incinerator with its working plan			
7	Boucher's/Leaflets on incinerators			

Signature with Name & Address of the bidder

PERFORMA UNDER APPENDIX -I & II

33. Performa 1: (Declaration on Blacklisting)

I/ We.....(Name & Address of the bidder), do hereby declare and certify that I/ We have not been blacklisted/ debarred by any Central Government or any of the State/ UT Governments departments from participating in any of the tenders for supply of goods/ services.

Signature with Name & Address of the bidder
(Rubber stamp of the company)

34. Performa 2: (Declaration on adherence with tender conditions)

I/ We (Name & Address of the bidder), do hereby undertake that I/ We shall adhere with all the terms & conditions of this Tender document and I/ We do not propose any deviation from the terms & conditions of this Tender document in future.

Signature with Name & Address of the bidder
(Rubber stamp of the company)

35. PERFORMA 3: SELF-DECLARATION CERTIFICATE ON STANDARD ON INCINERATION

I/ We.....(Name & Address of the bidder), do hereby undertake that I/ We shall adhere with all the terms & conditions including emission standard on incineration as per Schedule II of the Biomedical Waste Management Rules, 2016 or its amendment's as shown in the table and note below.

A. Operating standards

1, Combustion efficiency (CE) shall be at least 99.00%

2. The combustion efficiency is computed as follows

$$C.E = \frac{\%CO_2}{\%CO_2 + \%CO} \times 100$$

3. The temperature of the primary chamber shall be a minimum of 800°C and the secondary chamber shall be minimum 1050°C + -50°C

4. The secondary chamber gas residence time shall be at least two seconds.

B. Emission standards

Sl. No	Parameter	Standards	
		Limiting concentration in mg/Nm ³ unless stated	Sampling duration in minutes, unless stated
1	2	3	4
1	Particular matters	50	30 or 1 NM ³ of sample volume, whichever is more
2	Nitrogen Oxides NO and NO ₂ expressed as NO ₂	400	30 for online sampling or grab sample
3	HCl	50	30 or 1 NM ³ of sample volume, whichever is more
4	Total Dioxins and Furans TEQ/Nm ³ d Furans	0.1 ng TEQ/NM ³ (at 11%O ₂).	8 hours or 5 NM ³ of sample volume, whichever is more
5	Hg and its compounds	0.05	2 hours or 1NM ³ of sample volume, whichever is more

C. Stack Height

Minimum stack height shall be 30 meters above the ground and shall be attached with the necessary monitoring facilities as per requirement of monitoring of "general parameters" as notified under the environment (protection) Act, 1986 and in accordance with the CPCB guidelines of Emission Regulation Part-III.

Signature with Name & Address of the bidder
(Rubber stamp of the company)

APPENDIX III (FINANCIAL BID)**36. ANNEXURE - C: FINANCIAL BID FOR SCHEDULE - I**

Sl. No	Name of Good	Quantity as per tender	Unit rate/basic rate with one year warranty (in Rs)	Unit rate with three year warranty (in Rs)	CAMC for 1 st year	CAMC for 2 nd year	CAMC for 3 rd Year	CAMC for 4 th year	CAMC for 5 th year	GST rate on unit cost including 3 years warranty and five years CAMC, (in Rs)	Total cost of an incinerator including 3 years warranty and 5 year CAMC, unit cost (in Rs)	Total cost of 3 incinerator including 3 years warranty and 5 years CAMC (in Rs)
A	B	C	D	E	F	G	H	I	G	K	L	M
1	Supply of 100 kg/Hrs Biomedical incinerator to UTLA	3										
2	Transportation Charge from company to designated location in UTLA	3										
3	Installation & Commissioning of incinerator at designated point	3										
4	Civil Structure for											

	the incinerator at designated points as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21 st October, 2016.	3										
5	Cost of pollution control equipment's and its installation and commissioning as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21 st October, 2016.	3										
Total		3										

37. ANNEXURE-D: FINANCIAL BID FOR SCHEDULE II

Sl. No	Name of Good	Quantity as per tender	Unit rate/basic rate with one year warranty (in Rs)	Unit rate with three year warranty (in Rs)	CAMC for 1 st year	CAMC for 2 nd year	CAMC for 3 rd Year	CAMC for 4 th year	CAMC for 5 th year	GST rate on unit cost including 3 years warranty and five years CAMC, (in Rs)	Total cost of an incinerator including 3 years warranty and 5 year CAMC, unit cost (in Rs)	Total cost of 4 incinerator including 3 years warranty and 5 years CAMC (in Rs)
A	B	C	D	E	F	G	H	I	G	K	L	M
1	Supply of 50 kg/Hrs Biomedical incinerator to UTLA	4										
2	Transportation Charge from company to designated location in UTLA	4										
3	Installation & Commissioning of incinerator at designated point	4										
4	Civil Structure for											

	the incinerator at designated points as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21 st October, 2016.	4										
5	Cost of pollution control equipment's and its installation and commissioning as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21 st October, 2016.	4										
Total		4										

38. ANNEXURE-D: FINANCIAL BID FOR SCHEDULE III

Sl. No	Name of Good	Quantity as per tender	Unit rate/basic rate with one year warranty (in Rs)	Unit rate with three year warranty (in Rs)	CAMC for 1 st year	CAMC for 2 nd year	CAMC for 3 rd Year	CAMC for 4 th year	CAMC for 5 th year	GST rate on unit cost including 3 years warranty and five years CAMC, (in Rs)	Total cost of an incinerator including 3 years warranty and 5 year CAMC, unit cost (in Rs)
A	B	C	D	E	F	G	H	I	G	K	L
1	Supply of 20 kg/Hrs Biomedical incinerator to UTLA	1									
2	Transportation Charge from company to designated location in UTLA	1									
3	Installation & Commissioning of incinerator at designated point	1									

4	Civil Structure for the incinerator at designated points as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21 st October, 2016.	1									
5	Cost of pollution control equipment's and its installation and commissioning as per "Design and Construction Requirements of the Bio-medical Waste Incinerator prescribed by Central Pollution Control Board (CPCB) during 21 st October, 2016.	1									
Total		1									

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