

Government of Jammu & Kashmir
Housing and Urban Development Department

NOTICE INVITING TENDER for Rate contract of Bioremediation products

N.I.T No: AMRUT. 001 Dated 05.02.2016

**Government of Jammu & Kashmir
Housing and Urban Development Department
Civil Secretariat, Jammu**

Rate Contract for Bioremediation Products

1.1 Introduction

Bidders are invited to submit Bids for Rate Contract for Bioremediation Products in two parts viz. Technical Bid(Annexure IIA) and Financial (Annexure IIB) as per enclosed proforma. Both technical and financial bids, sealed and complete in all respects, should be submitted in a third sealed cover, to Joint Director Planning, Housing and Urban Dev. Deptt. J&K, Civil Secretariat Jammu by 05.00PM on 26.02.2016 This sealed BID received shall be opened on 01.03.2016 at 01.00 PM

1.2 General and Technical Specification of Bioremediation Product for ponds, lakes, septic and wastewater treatment

- 1.2.1 Microbes should be natural, biotech based system effective in reviving and maintaining natural eco-balance.
- 1.2.2 Microbes should be able to control odour maximally
- 1.2.3 Microbes should be able to degrade sludge maximally
- 1.2.4 Microbes should be preferably in powder form
- 1.2.5 Microbes should have pH limit of 6 - 7.5 (1% solution)
- 1.2.6 The microbial count should be NLT 1×10^9 cfu / gm
- 1.2.7 There should be absence of microbes like Salmonella and Shigella in the microbial product.
- 1.2.8 Total Coliform should be maximum 10 in the microbial product
- 1.2.9 Microbes should have a shelf life of minimum 2 years from the date of manufacturing
- 1.2.10 Microbes should be able to achieve faster degradation of pollutants.

- 1.2.11 Microbes should not be genetically engineered / altered in any way. All microbes used should be natural isolates, selected for desirable properties
- 1.2.12 Microbes present in the product should non-pathogenic (should not be a cause of disease) to humans, animals and plants and considered as *GRAS* (Generally Recognized As Safe)
- 1.2.13 Microbes should be tested and proven under wide range of environment conditions
- 1.2.14 Microbes should possess versatile broad-spectrum action
- 1.2.15 Microbes should have easy application process
- 1.2.16 Microbes should be highly stable

1.3 Eligibility Criteria for the Company (to declare responsive bid and evaluate further)

- 1.3.1 The bidder is defined as a company registered under the Indian Companies Act, 1956, or a joint venture of such Indian companies or a consortium of Indian companies
- 1.3.2 A consortium will be a group of companies having a lead partner wherein each partner of the consortium is jointly and severally responsible / liable for the bid and the performance of the contract and this liability has been formalised and secured through an MOU. The bid shall be submitted by the lead partner of the consortium as per the guidelines along with a copy of the MOU(s)
- 1.3.3 The bidder shall submit its application in duplicate in the prescribed application form
- 1.3.4 **The bidder shall pay a non-refundable application fee of Rs 5,000/- in the form of Demand Draft and EMD of Rs. 1.00 lac drawn on any Scheduled Bank payable at Jammu in favour of "Mission Director AMRUT" Civil Secretariat, Jammu**
- 1.3.5 Bidder should be a manufacturer of the products. In case of JV or consortium, ANY ONE company should be manufacturer of the products.
- 1.3.6 The lead bidder company should have minimum turnover of Rs.5 Crore in the year 2014-15. This should be supported by audited balance sheet for the year 2014-15.

1.2 Scope for Work

Area of application through bioremediation

Pollution \ be able to degrade organic pollutants and control algal bloom to maintain the natural ecological equilibrium of the water bodies

Pollution control in nallahs and drainages

The microbes should be able to degrade organic sludge and control odour from free-flowing nallahs and drainages

Pollution control in Sewage Treatment Plant

The microbes should be able to control pollution parameters like COD, BOD, Ammoniacal Nitrogen etc and degrade sludge

Septage Control in Septic Tank and Soak Pit

The microbes should be able to reduce sludge and prevent clogs from plumbing outlets, septic tanks, soak pits etc

1.5 Other Terms & Conditions/Requirements

1.5.1 For interpretation of any clause of this tender, the decision of Mission Director AMRUT/H&UDD would be final and binding on the bidder

1.5.2 The bidder and all its substantial equity holders, consortium and all its members would be jointly and severally responsible for supply of bioremediation products

1.5.3 The supply of product will be executed within three months from the issue of contract and advance. Thereafter, procedure would be conducted from time to time within a period of three (3) years as per need and depending upon the requirement of department

1.6 Procedure for Submission of Bids

1.6.1 The bid shall be evaluated in 3 stages viz. eligibility, technical and financial. The bid therefore, shall comprise of the following documents:

1. A covering letter in duplicate detailing the eligibility criteria as mentioned in Para 1.3 above along with supporting documents, application Fee as per para 1.3
2. Technical bid in duplicate as per Annexure II A of this TENDER, wax sealed in a separate envelope and complete in all respects with supporting documents and clearly marked as "TECHNICAL BID" on the envelope.
3. Financial bid in duplicate as per Annexure II B of this TENDER , valid for 3 years, wax sealed in a separate

envelope and complete in all respects and clearly marked as "FINANCIAL BID" on the envelope.

All the above three documents shall be kept in a wax sealed cover. This cover shall bear the submission address, and clearly marked "Bid for Selection of Agency for **Rate Contract of Bioremediation Products**"

1.6.2 In the "FINANCIAL BID", the bidder shall quote its rate item wise which shall clearly define rates applicable for the duration of 3 years from the date of award of contract. The rates in the rate contract will remain constant for 3 years.

1.6.3 The 4 items mentioned for rate contract can be contracted to different suppliers based on L1 arrived at after the tenders are finalized. It is also possible that the same supplier may be able to achieve L1 for all the products.

1.7 Time Schedule and Clarification of TENDER Documents, Pre-bid Conference and Submission of Offer

1.7.1 Any bidder interested for providing Bioremediation Products should respond to this TENDER as per Calender of Events enclosed at Annexure III to this TENDER, to **Mission Director AMRUT/Commissioner/Secy. to Govt. H&UDD, Civil Sectt. Jammu.**

1.7.2 A pre-bid conference will be held at 11.00 hrs on 17.02.2016 in the office chambers of Mission Director AMRUT/Commissioner/Secretary to Govt. H&UDD. Room No. 3/25, Mini Block, Civil Secretariat, Jammu with prospective bidders. Based on the feedback received, responses to the clarifications sought shall be sent to all prospective bidders. Should the Housing & Urban Dev. Department deem it necessary to amend the TENDER, it shall do so following the procedure under para. 1.10.4 below

1.7.3 Prospective bidders may request a clarification on any clause of the TENDER documents up to **19.02.2016**. Any request for clarification must be sent in writing, or by standard electronic means to the address indicated in the Calender of Events. The H&UDD will respond in writing, or by standard electronic means. Should the H&UDD deem it necessary to amend the TENDER as a result of a clarification, it shall do so following the procedure under para. 1.8.4 below.

1.7.4 At any time before the submission of bids, the Department of Housing and Urban Development may amend the TENDER by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all prospective bidders and will be binding on them. Prospective bidders shall acknowledge receipt of all amendments.

1.7.5 The time schedule for other activities shall be as per Annexure III.

1.8 Selection criteria

1.8.1 All bidders shall submit documentary proof in support of meeting eligibility criteria as laid down in para 1.3. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirements of Tender Fee/ Bid Processing Fee/ eligibility for responsiveness of the proposal. Only responsive bids shall be further taken up for financial evaluation.

1.8.2 Evaluation of the technical Bid will start for responsive bids only and at this stage the financial bid (proposal) will remain unopened. The Financial bids of all eligible bidders shall be opened on the same day before the bidders or their authorized representative(s).

1.8.3 The evaluation criterion is provided in the Annexure IIA item 11 and only those bidders scoring 50 marks out of 100 or above on the criteria mentioned shall be eligible for opening of financial bid.

1.8.4 Those declared technically qualified, only their financial bids will be opened for further evaluation. The financial bids of the remaining bidders shall be returned in unopened condition. The successful eligible and technically qualified bidder(s) shall be intimated through FAX and/or e-mail.

1.8.5 The final selection will be made on the basis of the combined score in technical and financial criteria Item wise. For this purpose a weightage of 60 marks have been assigned in Annexure IIA item 40 marks will be assigned to financial quote item wise.

1.8.6 The lowest financial bid will be assigned the full weightage and the rest will be proportionately given lower weightages as per the formula (Lowest price/ Quoted price) x 40 The item wise

weighted scores of technical and financial criteria will be added up and the bidder with the highest combined score will be declared successful for that item.

1.8.7 In situations where lowest quoted rate (L1) of two or more technically qualified bidders are the same, a fresh round of financial bids from such bidders shall be called for that item only. The bidder with the lowest valid offer among these shall be selected.

1.9 Bid Validity

1.9.1 Bids must remain valid for 150 days after the submission date. Should the need arise, however, bidders may be requested to extend the validity period of their bids. Bidders who agree to such extension shall confirm that their financial bid remains unchanged.

1.10 Payment Terms

- **98% of payment will be made within 10 days of supply of material. 2% will be retained as security against short supply or ineffective product.**
- **The 2% security will be released after 3 months after satisfaction of the user agency is ascertained.**

1.11 Department's Rights in respect of TENDER

1.11.1 Department of Housing and Urban Development reserves the right to accept or reject any bid without assigning any reason.

1.11.2 Department of Housing and Urban Development reserves the right to modify terms and conditions of the contract which shall be granted to the successful bidder after the bidding process, if in the opinion of the Department of Housing and Urban Development, it is necessary or expedient to do so in public interest or interest of the environment of the State or for proper conduct of Bioremediation Process. The decision of the Department of Housing and Urban Development shall be final and binding in this regard.

1.11.3 Department of Housing and Urban Development reserves the right to suspend and/or cancel the contract with the selected party in part or in whole at any time if in the opinion of the Department of Housing and Urban Development it is necessary or expedient in the public interest.

1.11.4 The decision of the Department of Housing and Urban Development shall be final and binding in this regard. Also Department of Housing and Urban Development shall not be responsible for any damage or loss caused or arising out of aforesaid action.

1.12 Award of Contract

1.12.1 Item wise Letter of Intent (LoI) issue to the selected Bidder of item wise.

1.12.2 The selected bidder will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent, within 7 days of issuance of the Letter of Intent.

1.12.3 The selected bidder shall commence the assignment on receipt of LoI and as per schedule given to him.

1.13 Security Conditions

1.13.1 The company shall take adequate and timely measures to ensure that information provided through it as part of this contract/agreement shall be kept confidential, secure and protected.

1.14 Force - Majeure

1.14.1 If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the this contract, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the Administrative Secretary, Department of Housing and Urban Development as to whether the contract

may be so resumed (and the time frame within which the contract may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

1.15 Arbitration

- 1.15.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of the Administrative Secretary, Department of Housing and Urban Development (hereinafter referred to as the said officer) and if the Secretary, Department of Housing and Urban Development is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Secretary, Department of Housing and Urban Development.
- 1.15.2 The venue of the arbitration proceeding shall be the office of Secretary, Department of Housing and Urban Development or such other place as the arbitrator may decide.

Annexure II A: Proforma for Technical Bid

GOVERNMENT OF Jammu & Kashmir
Department of Housing and Urban Development
Civil Secretariat, Jammu

S.No	Particulars		
1	Name of Bidder (Lead Partner in case of consortium)		
2	Complete postal address with Telephone/FAX Nos./E-mail i) Corporate Office ii) Regd. Office in India		
3	Address for correspondence with Telephone/Fax Nos./E-mail		
4	Name of Authorized contact person, his designation, address and Telephone/ FAX Nos./ E-mail		
5	Certified copy of Certificate of Registration along with Articles of Association and Memorandum of Understanding. (Lead partner in case of consortium) (Company Secretary to certify the copy)		

6. Certified copy of agreement between the consortium of Indian companies or joint venture between Indian companies if any
(In case of consortium, copy(s) of the MOU(s) entered between the lead partner and all its members shall be enclosed)

6. Power of Attorney by Resolution of Board of Directors that the person signing the application is authorized signatory.

7. PAN No: _____

8. CST No: _____

9. VAT No: _____

Form A - Annual Turn Over Details

Sr. No.	Financial Year	Turn Over
1	2014 - 2015	
2	2013 - 2014	
3	2012 - 2013	

Note: Copy of audited balance sheets for each year need to be submitted.

Form B - Work Experience in the field of Bioremediation

1	Work Experience of organization in the field of Bio remediation	Oldest work order copy as Evidence clearly showing its date to decide the experience.
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Form C: Organization Certification Details (Mandatory for qualification)

Sr. No.	Particulars	Reply	Document Attached (Yes /No)
1	Products should be Non Toxic Certified from NABL approved laboratory and the certificate for the same would be needed.		
2	Manufacturer should have non-GMO letter from MoEF, GOI		
3	Manufacturer should have an in-house DSIR recognized R&D facility.		
4	Statutory registration certificates like VAT CST PAN No		

The above details shall be given year wise along with names of clients in the form of a self certificate. (in case of consortium or JV, these details be submitted in respect of lead partner)

10. Indicate details and strength of bidder company in respect of following:

11.1 Financial Criteria - 20 marks

a. Average Annual Turnover of last 3 years

Sr. No.	<u>Average Annual Turnover</u>	<u>Marks</u>
1	15 crore and above	20
2	8 crore and above	10
3	5 crore and above	05

11.2 Experience Criteria - 15 Marks

Sr. No.	<u>Work Experience of organization in the field of bioremediation</u>	<u>Marks</u>
1	15 Years and above	15
2	10 Years and above	10
3	05 Years and above	05

11.3 Technical Criteria - 65 Marks

<u>Sr. No.</u>	<u>Particulars</u>	<u>Reply</u>	<u>Marks</u>
1	Manufacturing Unit Should be in India. (Make In India)	In India Not in India	15 5
2	Manufacturing of the product should be done in a GMP certified facility	Certified Not certified	15 5
3	Proof of supply of Bio remediation product (client name and address with product description in India)	> 3 clients 1 to 3 clients	10 05
5	Manufacturer should have recognized quality certificates such as ISO certification	ISO Certificate NON-ISO but similar certification	10 5
6	Manufacturer should be a Certified Biotech unit as certified by the Central or State government	Certified Non Certified	15 5

The above details shall be given year wise along with the name of clients in the form of self certification along with the details as applicable. (In case of consortium, these details shall be submitted in respect of the lead partner).

Certificates/Undertaking:

- A. I hereby certify that I have carefully read the terms and conditions of the Request for proposal document for selection of agency for Purchase of Bioremediation Products. I undertake to fully comply with the terms and conditions therein.
- B. I understand that this application if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the application fee shall be summarily rejected.
- C. I understand that application fee is non-refundable irrespective of any reason whatsoever.
- D. I undertake to sign the contract, within the prescribed time notified to me failing which my application shall be taken as rejected and application fee forfeited.
- E. I understand that all matters relating to the proposal and or contract, if awarded to me, will be subject to jurisdiction of courts/Tribunal(s) in Delhi/New Delhi only.
- F. I understand that if at any time, any averments made or information furnished in my proposal is found incorrect, then my application and the contract, if awarded, on the basis of such application, shall be cancelled.

Date:

Signature and name of the Authorised Signatory

Place:

(Company's Seal)

Annexure II B: Proforma for Financial Bid

1. Name of the bidder:
2. Address of the bidder:

3. Telephone No.(s):

4. Fax. No. :

5. E-mail Address:

Sr. No.	Item Description	Rate Per K.g.in Rs.	Rate per kg Rs. In words
1	Bio Remediation product for pollution control in lakes, ponds and other water bodies		
2	Bio Remediation product for pollution control in nallahs and drainages		
3	Bio Remediation product for pollution control in Sewage Treatment Plants		
4	Bio Remediation product for Septage Control in Septic Tank and Soak Pit		

Note - The quoted Item Rate shall be on landed cost basis at the site anywhere in J&K and should be inclusive of all statutory central and state levies, taxes, logistic cost and any other charges as applicable on the date of submission of the bid. It may also be noted that no variation in this rate quoted shall be permitted during the currency of the contract, presently fixed for a period of 3 years from award of first work order.

**Signature of the authorized signatory of the bidder company
For and on behalf of (Name of the Company)**

Annexure III: Calendar of events

		Date
Sl. No	Activity	
1	Publishing Date of NIT	05.02.2016
2	Document Sales Start Date	08.02.2016
3	Document Sales End Date	12.02.201
4	Last date of Submit Queries	15.02.2016
5	Pre Bid Conference Date	17.02.2016
6	Reply of Pre Bid Meeting	19.02.2016
7	Last Date & time for Bid Submission	26.02.2016
8	Technical Bid Opening Date	01.03.2016

Queries may be addressed to:

(Parvaiz S. Kakroo)
Joint Director (P&S)
Department of Housing and Urban
Development,
Civil Secretariat, Jammu
e-mail: jdp.hud@gmail.com

**Annexure VI:
INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 1.3.1

If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the members of the consortium are not engaged in any such activities which can be termed as the 'conflicting activities' under this TENDER.

We also acknowledge that in case of misrepresentation of the information, our proposal/ contract shall be cancelled/ terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Commitments of BIDDER

- 1.1 Bidder shall provide reasonable training and knowhow to the user agency for application and use of the product supplied so that the most optimum results are achieved, at no additional cost to the purchaser.
- 1.2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 1.3 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.4 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 1.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised entity of the products.
- 1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the services agreed upon for such payments.

- 1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to other, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

BIDDER

Name of the Officer CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____