



**GOVERNMENT OF HIMACHAL PRADESH  
DEPARTMENT OF ENVIRONMENT, SCIENCE AND TECHNOLOGY**

**e-Tender Notice with Proposal of Invitation for selection of Bidder for “To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P” under Department of Environment, Science and Technology on public private partnership (PPP) mode.**

|   |                                     |
|---|-------------------------------------|
| <b>Availability of Bid for Download:</b>      | <b>29/12/2017 to 08/01/2018</b>     |
| <b>Submission of Bid Offline (Hard Copy):</b> | <b>up to 09/01/2018 (12.00Noon)</b> |
| <b>Opening of bid:</b>                        | <b>on 09/01/2018 at (03.00 PM)</b>  |

Visit us on: <http://www.himachal.gov.in/>, <http://desthp.nic.in/>

**Name of the work/project:**

To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~2.5 MTPD (capacity) using Horse Dung/Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P. using latest environment friendly technology with high rate of digestion to be set up as model waste to energy facility.

## **Part-I**

### **Terms of Reference**

**1. Project Executing Agency:** Department of Environment, Science & Technology,  
Government of Himachal Pradesh, Shimla-1

**2. Project Brief:**

Department of Environment, Science and Technology H.P, proposes to establish a waste to energy plant to produce high quality renewable natural gas- Compressed Natural Gas, bio diesel - oil etc. through high pressure digestion under high rate of digestion from the horse dung and other biodegradable wastes with the following input available within Kufri in Shimla and nearby areas:

- a. Horse-dung,
- b. Horticulture waste, such as processing waste,
- c. Biodegradable municipal solid waste from nearby areas

**3. NIT Information:**

|    |                                 |  |
|----|---------------------------------|--|
| 1  | Tender No                       | BM Project(1)/2017   |
| 2  | Subject                         | <b>To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P.</b> |
| 3  | Capacity                        | Approximate 2.5 MT per day $\pm$ 20%   |
| 4  | Type of tender                  | Two bid system (Technical and Financial)   |
| 5  | Download of tender              | <a href="http://www.desthp.nic.in">www.desthp.nic.in</a>   |
| 6  | Bid Validity                    | 120 days from tender submission date   |
| 7  | Tender cost                     | Rs. 500/- only   |
| 8  | EMD                             | Rs. 1,25,000/-   |
| 9  | Completion Period               | 4-8 months from the date of approval of designs by the department  |
| 30 | Operation and maintenance       | 25 years post commissioning of the plant (Extendable on the basis of performance review)   |
| 11 | Tender download last date       | 08.01.2018   |
| 12 | Tender submission date and time | 09.01.2018 (12.00 Noon)  |
| 13 | Tender opening date and time    | 09.01.2018 at 03.00 PM   |
| 14 | Contact details                 | 0177-2656559, 2659608  |

## **4. Objective**

**4.1 Name of the Work/ Project:** To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~ 2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to produce high quality renewable natural gas- Compressed Natural Gas, bio diesel -oil etc. through high pressure digestion under high rate of digestion from the horse dung and other biodegradable wastes on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P.

**4.2 Scheme:** Public Private Partnership

### **4.3 Objectives:**

The key objective of the project:

- Install, commission, operate and maintain Bio-methanation plant of approximate ~ 2.5 MTPD capacity to produce high quality renewable natural gas- Compressed Natural Gas, bio diesel -oil etc. through high pressure digestion under high rate of digestion of the horse dung etc.
- Operate and maintain the plant initially for a period of 25 years. Thereafter it shall be extendable upto a maximum period of 20 years on the basis of review and mutually agreeable terms.
- Production of high quality renewable natural gas from bio-waste/horse dung, as per the specifications.
- Produce enriched bio-fertilizer as bye product.
- Improve the environmental quality and ambience of Kufri tourist area thus No foul smell, No open dumping of horse dung.
- To build & maintain collection of Dung channels/on track, collection of other waste to the plant.

### **4.4 Scope**

- Generation of biofuel using Horse Dung/ Biodegradable Waste to produce high quality renewable natural gas- Compressed Natural Gas, bio diesel -oil etc. and develop supply chain of the bio-gas generated from plant for utilization in nearby hotels, restaurants, habitans etc. using latest environment friendly technology with high rate of digestion to be set up as model waste to energy facility.

## **5 Pre Feasibility Report (PFR)**

The prospective bidders are required to submit a complete pre feasibility report for the proposed project covering all technical and financial detailing, attending following aspects:

1. The designing and planning of project shall be based on site visit undertaken by the Bidder. Site: Kufri, District-Shimla, H.P.
2. Preparation of detailed layout / plan after visiting the proposed area for installation of plant.
3. Bidder to submit detailed activity schedule / project execution plan with time frame following signing of MoU. The detailed site plan, installation plan and structural drawings

need to be approved by DEPARTMENT OF ENVIRONMENT, SCIENCE AND TECHNOLOGY(DEST) H.P. before commencement of work.

4. The PFR shall also cover the plant specifications, technical details of process to be applied.
5. The PFR shall also cover the biogas specification.
6. The PFR shall also clearly cover the scope of work, probable terms under PPP mode, expectation from Government, Operation and maintenance aspects, compliance to environmental regulations and pollution control norms.
7. **The requirement of the plant installed capacity is ~2.5MTPD but the bidders may opt to expand maximum upto 10MTPD subject to the following terms and conditions:**
  - a. The GoHP shall have no responsibility of providing the biodegradable waste. All biodegradable waste shall be collected/ source by the bidders at their own risk and cost.

**10. Miscellaneous: The prospective bidders shall have to adhere to following terms as well:**

**10.1 Warranty and Guarantee**

The successful bidder to provide Warranty for O&M years for all malfunctions, breakdowns, system failures in any component of the plant. Bidder will be responsible for any electrical/mechanical failure and will be responsible for rectifying the same. No separate charge will be allowable during the O&M period of 25 years extendable further on mutually agreed terms and conditions on the basis of annual review for another period max upto 10 years; the bidders have to quote bid considering all such repairs & maintenance that may be required for smooth operation of the plant during the O&M period.

- 10.2** The bidders shall be provided land measuring approx. 1000 sq. mtrs. (With only right to use the land) to install the plant with right to the bidders. However, the Bidders shall have the right to mortgage the plant and machinery.

**10.3 Performance Bank Guarantee**

The successful bidder shall have to furnish a performance bank guarantee of an amount of Rs. 12.50 lacs as construction performance guarantee to be retained till commencement of the operation of the Plant; and Rs. 5.00 lacs as operational and maintenance performance guarantee during the O&M period.

**10.4 Delay in the Executing Agency's Performance**

- I. The performance of services, completion of work assigned shall be made by the consultant in accordance with the time schedule specified by the Department of Environment, S&T in the contract.
- II. The consultant will strictly adhere to the time schedule for the performance of contract. However, the DEST can relax this time limit in force majeure conditions.

**10.5 Force Majeure  
Definition of Force Majeure**

The DEPARTMENT OF ENVIRONMENT, SCIENCE AND TECHNOLOGY H.P., as the case may be, shall be entitled to suspend or excuse performance of its respective obligations

under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

### **Force Majeure events**

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- i. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- ii. Radioactive contamination or ionizing radiation or biological contamination;
- iii. A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Successful bidder or any of its Subcontractors or Contractors and the settlement of which is beyond the reasonable control of all such persons;
- iv. General strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Successful bidder and which affect the timely implementation and continued operation of the Project;
- v. An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days. For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

### **Notification procedure for Force Majeure**

1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause.
2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

### **Allocation of costs arising out of Force Majeure**

1. Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

2. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
3. Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

### **Consultation and duty to mitigate**

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

### **10.6 Guaranteed production commitment/penalty**

The minimum gas production quantity shall be guaranteed to be

- 100 cum of methane gas production per ton of incoming waste on average daily basis on the basis of receipt of feedstock at the plant. The calculation shall be done monthly.
- The bidder is required to produce ~6000 Cum high quality renewable natural gas- Compressed Natural Gas, bio diesel -oil etc. through high pressure digestion of the horse dung. In case the quantity of gas produced is below 50% to the above mentioned quantity, the bidder will be liable for penalization upto 10% of VGF.
- The bidder shall have to fix the plant at their own cost to get the guaranteed production capacity.
- These conditions shall be imposed on all days of the year except extreme weather conditions and cases when the operation of the plant is hampered due to some technical or natural problems like snow fall, rains etc.
- Any technical problem on the part of the bidder shall be sorted out within a period of 3 days. Other than the schedule maintenance issues, the plant is expected to run all days of the year.

### **10.7 Arbitration**

That in the event of any dispute arising out of agreement between the parties the Pr. Secretary (Law), to the Govt. of Himachal Pradesh shall be the sole arbitrator to settle the dispute whose decision shall be final and binding on both the parties subject to the provisions of the Arbitration & Conciliation Act 1996.

## **11. Duty of the Government of H.P.**

The State Government through Department of Environment, Science & Technology shall have the following responsibilities:

- a. To approve the design and plan of the plant.
- b. To facilitate the regulatory clearances such as Environmental Clearance under EIA Notification etc. as may be required under the different Acts.
- c. The GoHP shall be responsible to provide CAPEX VGF maximum upto Rs. 1.00 Cr. OPEX VGF as per final bid will be paid on monthly basis.
- d. The GoHP shall provide land measuring 1000sq. mtrs. (With only right to use the land) to install the plant with right to the bidders.

## **Part-II Instruction to Bidders**

### **1. General Aspects**

Contracting Authority i.e. (DEST) is the Nodal Department for implementation of the project. The DEST is solely responsible to complete the entire tender process and ensure proper information flow between all parties involved in the tender process, all correspondence should be channeled to the DEST at the addresses given.

PFR- Proposals must state services for the total requirement. Proposals stating only part of the requirement will be rejected. The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this Request for Tenders and related documents. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of the proposal.

Following public competitive bidding, the contract will be awarded to a qualified consulting firm on the basis of Evaluation of PFR along with technical bid followed by financial bid.

### **2. Scope and Content of the Bid**

#### **2.1 Scope and Content of the PFR along with Technical Bid**

The PFR along with technical offer should also include the following:

- Analysis and interpretation of the scope of work under the Part-I for setting up plant to produce high quality renewable natural gas- Compressed Natural Gas, bio diesel -oil etc. through high pressure digestion of the horse dung etc.
- Proposals, including conception and methodology, for setting up the plant.
- Organizational aspects and logistical services, including a work breakdown structure, a tentative project schedule, as well as a chronological structure of the allocation of personnel, including duration and length of the work of each personnel.
- Indicate Office, transportation mechanisms;
- Key Professional Positions proposed to be deployed.

*Please note that key staff presented by the expert agency should be available throughout the entire assignment and physically fit to work in mountainous terrain.*

- Detailed description of the functions/tasks of each key expert with a detailed CV of each member of the team, indicating their experience in their areas of work relevant for the project.

**The technical offer must not contain financial information.** It should strictly focus on the scope of work for technical part only.



## 2.2 Scope and Content of the Financial Bid

The Financial Proposals shall be structured as follows:

- i) Component wise **capital costs** of plant machinery.
- ii) **Recurring costs: Plant running costs, personnel, transportation**
- iii) **Miscellaneous costs** includes all expenses that are not covered by the above categories. These costs are to be justified in detail and should preferably be expressed as lump sum items; otherwise they will be reimbursed in the currency as occurred upon presentation of documentary evidence.

The price in proposal should be made in Indian Rupees (INR) **exclusive** of taxes.

All rates presented in the financial part of the offer shall be considered fixed for the duration of the assignment.

- The payment for setting up of Plant at the project site shall be on the basis of bids and financial propositions as may be agreed between DEST and successful bidder.
- The bidders shall have to propose the financial viability mechanism clearly mentioning the **recurring and non recurring** share of bidder and GoHP with details projected for the project sustainability on annual profit and net expenses on project.
- The bidder shall have to quote the VGF on CAPEX and OPEX on annual basis/ monthly basis.
- The bidder may also quote the share percentage as royalty which shall be given to the GoHP on annual basis on income from the plant.

## 3. Language of the Proposal

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged with the bidder and the DEST shall be in writing in English language.

## 4. Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the bid. DEST will not in any case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## 5. Requests for Clarification of Tender Documents and Collection of Further Information

Requests for further information or clarification regarding this tender should be addressed to the Nodal Department by email. All requests (exclusively in the English language) should be submitted not later than 14 days before the closing date. The response (including an explanation of the query, but without identifying the source of inquiry) will be circulated to all bidders.

- Nodal Office: Director, DEST, Email: [dbt-hp@nic.in](mailto:dbt-hp@nic.in) with cc. to:
- PI: Pr. Scientific Officer (Environment), Department of Environment, Science &

Technology, Paryavaran Bhawan, Near US Club, Shimla, Himachal Pradesh, India, PIN Code: 171001.

Bidder may wish to prepare their bids using information collected during a study visit to the intervention area. Such an information visit is not obligatory for participating in the tender. It should be understood that none of the cost incurred in this regard will be reimbursed to the Consultant by DEST. Applicants are advised that these contacts are exclusively intended to familiarize with local conditions and with documentation available.

## **6. Assessment of Bids**

### **6.1 General Principles**

The evaluation of the bids will follow a two-step procedure: a technical and a financial assessment. The assessment of the technical proposals will be completed prior to any price proposal being opened and evaluated and shall be based on quality & cost based sector (QCBS) criteria.

Bids are in principle disregarded if

- the bidder has influenced the selection procedure with illegal payments or by granting or promising other advantages, or if circumstances suggest that such influence has been exercised;
- the bid has been received after expiry of the deadline, unless the applicant can prove that he is not responsible for the delay, which is due to force majeure;
- the bid does not fulfill the criteria in the request for tenders in essential points, if it is incomplete or contains inadmissible restrictions;
- the statement by the applicant that he is associated with other companies does not clearly show that the former or the latter will not apply to participate in the same project as manufacturers, suppliers or construction firms;
- the consultant has not submitted a declaration of undertaking as requested in the pre-selection process.

The envelopes containing the price quotations remain sealed and are only opened with approval of competent authority for those applicants who have achieved the minimum points to be awarded in the assessment of the technical bids for services. The authority will determine whether the technical Proposals are complete, unqualified, and unconditional.

### **6.2 Technical Evaluation Criteria (Qualifying Marks 60% Max Score 100)**

1. The bidder should be in relevant business field (decentralized waste management plants manufacturing, installation and operation) for minimum 5 years as on 31.03.2017.
2. The bidder should have installed at least two plants of minimum capacity 1 to 3 MTD, which is operational for minimum 5 years period with the mixed organic input feed. Higher experience shall have preference.

3. The plant must meet the technical specifications given below. Department may ask for the authenticated data from the existing plant and may visit the installation locations if need be and may take independent reports.
  - a. Gas specification as provided in 1.1 Biogas Specifications.
  - b. Quantity of gas as output should be minimum - 50 cum/MT of solid waste.
4. The bidder shall give a declaration, that they are not under any blacklist/debarring list declared by the bid calling authority, any Department of State or Central Government, any Public Sector Organization or by any local/civic bodies or Municipality.
5. No consortium shall be allowed in this contract.
6. The quality and competence of the Bidder shall be considered as the major requirement. Emphasis is on the technology and exhibited lifestyle of the plant based on the technology.
7. The full technical score is 100, documentary proof and/or site visit for the running plants may be asked from the bidder by the department to support the same,
8. The following criteria and their individual weight will be employed for evaluation of the technical proposals.

|          | <b>Criteria</b>  | <b>Marks</b>    |
|----------|--|-----------------|
| <b>1</b> | <b>Installation capacity experience*</b>   | <b>Max = 20</b> |
| (a)      | At least one plant with minimum 1 MT capacity (present Status)   | 10              |
| (b)      | At least one plant with minimum 2 MT capacity(present Status)  | 15              |
| (c)      | At least one plant with minimum 5 MT capacity(present Status)  | 20              |
| <b>2</b> | <b>Experience of running plant (min capacity or higher)**</b>  | <b>Max = 20</b> |
| (a)      | At least 3 years of continuous operation   | 10              |
| (b)      | At least 4 years of continuous operation   | 15              |
| (c)      | At least 5 years of continuous operation   | 20              |
| <b>3</b> | <b>Quantity of gas produced per MT of input (to be supported by data from existing installations)</b>    | <b>Max = 20</b> |
| (a)      | >=70 CuM   | 15              |
| (b)      | >=50 and <=70 CuM  | 20              |
| (c)      | >=40 and <=50 CuM  | 10              |
| <b>4</b> | <b>Quality of the Gas produced (to be supported by data from existing installations)-Methane content</b> | <b>Max = 20</b> |
| (a)      | >70% Methane   | 15              |
| (b)      | >=60% and <= 90%   | 20              |
| (c)      | >=50% and <=60%  | 10              |
| <b>5</b> | <b>Waste of waste (quantity of input feed-solid and liquid- left unutilized)</b>                         | <b>Max = 20</b> |
| (a)      | 100% input feed utilization  | 10              |
| (b)      | Partial utilization (some part of end product is left for further processing)                            | 10              |

|   |   |    |
|---|---|----|
|   | – like putting water in sewer)                      |    |
| 6 | High Rate of Digestion Technology / Process Options | 10 |

Bidder should secure minimum 60% marks to qualify for the financial evaluation phase.

Only offers which have attained minimum 60 % score (i.e., 60 points) in the technical evaluation will be further considered, and the financial proposals of only these proposals will be opened and assessed.

### **6.3 Financial Proposals**

The price quotations will be assessed in terms of total price (Excluding taxes), after correcting any arithmetical errors and after deducting cost items that, as stated in the Request for Tenders, are not to be included in the assessment. Lowest quoted cost for overall capital expenditure and operational expenditure for the whole period of 25 years shall be calculated for the purpose of tendered cost.

Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, the proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

The proposal which has quoted less percentage of VGF will be declared as Lowest-I (L-1) without taking into account the score of technical bids evaluation.

### **6.4 Overall Assessment and Contract Negotiations**

The number of points given for the price quotation will be added to the number awarded for the technical proposal. The order of the applicants will be determined by the total number of points awarded. The bid with the highest total number of points will be the best received.

DEST may negotiate the contract with the applicant who has topped the list. Contract negotiations serve only to clarify unclear items and are generally limited to the following points:

- clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- any partnership work to be performed by the DEST;
- regulations in the contract on other cost items that were not included in the assessment of the price quotation.

If contract negotiations are not successful the applicant who came second will be asked to negotiate. The resumption of negotiations with an applicant after negotiations have been broken off is not permissible.

During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Bid, provided that the original offer will not be allowed to be changed to the detriment of the Department of Environment, S&T, as far as rates of every individual items & terms/conditions are concerned. Therefore, the Bidders are advised to send sufficiently senior representatives authorized to take on the spot decisions for negotiations.

#### **7. Deadline for Submission of Proposal**

Proposals must be received by the DEST at the address specified under clause "Submission of Tender Documents" no later than the date and time specified in the cover invitation letter for this tender. Any bid received after this deadline will be rejected.

#### **8. Submission of Tender Documents**

The bid for services ("technical proposal") and the price quotations ("financial proposal") must be submitted in separate sealed and labeled envelopes to DEST at the address given below. The technical offer must not contain financial information.

The technical proposal is to be submitted in two hard copies: one set of the technical proposals (hard copy) is to be marked "Original" and is to be signed by the authorized representatives of the bidder. In case of any differences between original and copies of the documents, the original shall prevail.

The financial proposal is to be presented in the same way with two hard copies (one original and a copy).

The bidder shall seal the proposal in one outer and two inner envelopes. The first inner envelope shall contain the technical proposal, with the copies duly marked "Original" and "Copy". **The second inner envelope shall include the financial proposal with the copies duly marked "Original" and "Copy".**

The proposals shall be addressed to:

**Ms. Archana Sharma**, IFS, Director, Department of Environment, Science & Technology, Paryavaran Bhawan, Near US Club, Shimla, Himachal Pradesh, India, PIN Code: 171001. and marked with:

**Technical and Financial Proposals for the provision of Consulting Services for "Bio- methanation Project at Kufri".**

Both inner envelopes shall indicate the name and address of the bidder. Both technical and financial bids are required to be submitted in separate envelopes. In case of open submission of rates/ costs bids shall not be considered for evaluation and will be disqualified. If the inner envelopes are not sealed and marked as per the instructions in this clause, DEST will not assume responsibility for the proposal's misplacement or premature opening.

## **9. Validity of the Offers**

Proposals shall remain valid for ninety (120) days from closing date of proposal submission. A bid valid for a shorter period may be rejected on the grounds that it is non-responsive.

## **10. Others**

The fulfillment of the Terms of Reference and the operational plans will be considered as important performance indicators. The DEST shall have the right to suspend payment installments at any stage of disbursement in the event of substantial deviations from the time schedule and/or insufficient performance on the part of the Consultant. This right shall also apply to payments not based on output-related evidence of performance.

### **10.1 Award of Consultancy:**

1. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the authority shall declare the Preferred Applicant as the Successful Applicant. The Authority will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
2. The liability of the consultant to perform the services will commence from the date of notification of "Award of Consultancy". The completion period shall be counted from the date of "Notification of Award of Consultancy".
3. The Successful Applicant shall execute the Consultancy Agreement within one month of the issue of LoA or within such further time as the authority may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA. In such an event, the authority reserves the right to
  - i. Either invite the next best Applicant for negotiations; or
  - ii. Take any such measures as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

### **10.2 Earnest Money Deposit (EMD) and Cost of Tender Document:**

- I. Interested party needs to pay the Bid Document fees (nonrefundable) of Rs 500/- (Rupees Five Hundred Only) in shape of Demand Draft drawn in favour of Director DEST payable at Shimla, HP.
- II. Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs 1,25,000/- (Rs One lakh twenty thousand only) in the form Demand Draft in favour Director DEST from any scheduled bank, payable at Shimla, HP. The EMD should be submitted in a separate sealed envelope.
- III. EMD shall be returned to the all Applicant(s) within a period of two (2) weeks from the date of signing of Agreement between the authority and the Successful Applicant.

IV. EMD shall be forfeited in the following cases:

- a. If any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- b. If the successful Applicant fails to execute the Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.

**10.3 The right of Department of Environment, Science & Technology to accept any bid or to reject any or all bids.**

Notwithstanding anything else contained to contrary in this bid document, the competent authority, the Department of Environment, Science & Technology reserve the right to accept or reject any bid or to annul the bidding process fully or partially or modifying the same and to reject all bids at any time prior to the "Award of Contract" without assigning any reasons and incurring any liabilities in this regard.

## **PREAMBLE**

1. The preamble is an integral part of the Schedule of Rates (SOR) and any definition and explanation given herein shall have as much force as though they are incorporated in to the description of the item themselves in the Schedule of Rates.
2. Quoted rates should be in Indian Rupees (INR) only.
3. Unless otherwise specifically stated in the contract, all work under the contract shall be covered and paid for in accordance with the items and relative rates mentioned in the Schedule of Rates. No claim shall be entertained at a later date towards any items due to the above including where low / high rates have been quoted by the successful tenderer.
4. The Amount quoted by the Bidder shall take into account all the expenses that may be incurred in providing the services including towards communication expenses, travelling, documentary and administrative expenses, and shall be inclusive of all taxes, duties, levies etc. except Service Tax and cess thereon, which shall be paid at prevailing rates by DEPARTMENT OF ENVIRONMENT, SCIENCE AND TECHNOLOGY H.P..
5. Rates shall remain fixed and firm during the period of the contract and shall not be subject to escalation for any cause.
6. In case any activity though specifically not covered under Schedule of Rates (SOR) descriptions but the same is covered under Scope of Work, Conditions of Contract etc, no extra claim on this account shall be entertained, since SOR is to be read in conjunction with all other documents forming part of the contract.

**Signature and Seal of Bidder**



### **Financial Bid cum Performa of Schedule Rates**

Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process. During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project

The Bidder who shall provide Highest Royalty to Government shall be the selected Bidder.

**Covering Letter  
(On the Letterhead of the Applicant)**

To

Date:

The Director,  
Department of Environment, Science and Technology,  
Paryavaran Bhawan, Near US Club, Shimla  
Himachal Pradesh-173001

**Subject: Proposal for the Selection of Consultants for “To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~ 2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P”**

Dear Sir,

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Applicant) for the captioned Project with the details as per the requirements, for your evaluation.

We confirm that our Proposal is valid for a period of 120 days from the Proposal Due Date.

It is hereby agreed confirmed:

- i. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement.
- ii. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)  
Duly signed by the Authorized Signatory of the Applicant  
**(Name, Title and Address of the Authorized Signatory)**  
**Seal of the Applicant**

**Details of Applicant**  
**(On the Letter Head of the Applicant)**

**1. Details of applicant:**

- i)** Name of applicant
- ii)** Address of the registered and corporate office(s)
- iii)** Date of incorporation and/or commencement of business
- iv)** Company Registration No.

**2. Details of individual(s) who will serve as the point of contact/ communication for the authority with the applicant:**

- i)** Name
- ii)** Designation
- iii)** Company/Firm
- iv)** Address
- v)** Telephone Number
- vi)** E-mail address
- vii)** Fax number
- viii)** Mobile Number

**Financial Capacity**

The information regarding the turnover from consulting services in last three years should be provided in the format below:

| <b>Financial year ended in</b> | <b>Turnover in Crores (INR)</b> |
|--------------------------------|---------------------------------|
| March 2015                     |                                 |
| March 2016                     |                                 |
| March 2017                     |                                 |
| <b>Average</b>                 |                                 |

This is to certify that the above information has been examined on the basis of relevant documents and other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

**Signature of the Authorized Signatory**

**POWER OF ATTORNEY**

**(On Stamp paper of relevant value)**

Know all mean by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr/ Ms.....(name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the proposal for selection of Consultants for **“To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P”** including signing and submission of all documents and providing information/responses to the authority in all matters in connection with our proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted

\_\_\_\_\_Signature  
(Name, Title and Address of the Attorney)  
Date: .....

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2017

For \_\_\_\_\_  
(Name and designation of the person(s)  
Signing on behalf of the Applicant)

**Strategy, Design, layout, time frame/action plan for implementation of project**

**(Not more than 7 Pages)**

**Format for Self- Declaration**

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

.....  
.....  
.....

To

The Director,  
Department of Environment, Science and Technology,  
Paryavaran Bhawan, Near US Club, Shimla,  
Himachal Pradesh-173001.

Dear Sir,

It is to certify that our organization (Organization Name) has not been black listed by any of the Department of Government of India as well as any State governments. We understand that incase the authority find our organization black listed by any Government Department, the authority has the rights to terminate the contract in his sole discretion.

---

Signature of the Authorized Signatory

Seal:

**Format of CV for Key Professionals**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
  
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
  
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
  
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
  
5. **Education**[*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_
  
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
  
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:  
\_\_\_\_\_
  
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:  
\_\_\_\_\_  
\_\_\_\_\_
  
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
\_\_\_\_\_
  
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:



From [Year]: \_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

**11. Detailed Tasks Assigned**

*[List all tasks to be performed under this assignment]*

**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

**13. Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**Detail of Past Work Experience**

| <b>Sr. No.</b> | <b>Organization (s)</b> | <b>No. of other similar projects handled</b> | <b>Values (in Rs.)</b> | <b>Date of Award and Current status</b> |
|----------------|-------------------------|--|------------------------|---|
| <b>1</b>       |                         |  |                        |   |
| <b>2</b>       |                         |  |                        |   |
| <b>3</b>       |                         |  |                        |   |
| <b>4</b>       |                         |  |                        |   |
| <b>5</b>       |                         |  |                        |   |
| <b>6</b>       |                         |  |                        |   |

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address:

Name of Firm:

Seal of Firm:

Address:

Mobile No.:

Fax:

E-mail:

**Certificates for Satisfactory Work Performances from Reputed Clients**

*(to be submitted in the letterhead of client)*

This is to certify that M/s.....has undertaken satisfactory work related to **Design, Build, Finance, Operate and Maintain a Bio-methanation Plant** valued at Rs in.....District.....State.....for..... Department/Organization.

It is further certified that M/s.....has completed the job within the stipulated time of.....

**Authorized Signatory:**

**seal**

**Format for Financial Proposal**

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

To

The Director,  
Department of Environment, Science and Technology  
Paryavaran Bhawan, Near US Club, Shimla, Himachal Pradesh-171001

**Subject: Proposal for the Selection of Consultants for “To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P”**

We, the undersigned, having gone through this document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this tender notice, offer to provide the consulting services for the above in accordance with your advertisement. Our Financial Proposal for Project is for the sum of Indian Rupees..... (Amount in words and figure)Activity wise financial break up for the amount is mentioned in Appendix I.

1. Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).
2. This financial proposal covers remuneration for all the Personnel, travel expenses, accommodation, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. The Financial proposal also covers all taxes and miscellaneous expenses. This Financial Proposal is without any condition.
3. We understand that Income Tax shall be deducted at source as per applicable laws
4. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
5. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988” We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Seal of Firm:

**Format for Activity Wise Financial Proposal**

(On the letterhead of the Applicant)

Detail break up of activity wise cost is mentions below.

| <b>Activity No.</b>                                   | <b>Component</b>   | <b>Cost* of Activity</b> |
|---|--|--------------------------|
| <b>1</b>  | <b>To Design, Build, Finance, Operate and Maintain a Bio-methanation Plant of ~2.5 MTPD (capacity) using Horse Dung/ Biodegradable Waste to bio-fuel on turnkey basis on end to end basis (waste collection till elimination) at Kufri, Shimla, H.P.</b><br><br>(This will include work and delivery of complete system including equipments along with transit insurance, installation and commissioning. Transportation of all materials to the site and keeping same in safe custody. The successful bidder shall be responsible to operate and maintain the plant without any cost/reimbursement of expenditure from the DEST) |                          |
| <b>2</b>  | <b>Royalty to Government of Himachal Pradesh through DEST</b>  |                          |
| <b>Total Cost of Services (Excluding Service Tax)</b> |  |                          |

\* All costs needs to be linked and justified with man-hours, professional inputs, with clear methodology.

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Seal of Firm:  
Address;

The payment for setting up of Plant at the project site shall be on the basis of bids and financial propositions as may be agreed between DEST and successful bidder.

The bidders shall have to purpose the financial viability mechanism clearly mentioning the recurring and non recurring share of bidder and GoHP with details projected for the project sustainability on annual profit and net expenses on project.