

Delhi Pollution Control Committee

Corrigendum

Subject: Tender for “Entering Contract for Operation and Maintenance of Continuous Ambient Air Quality Monitoring Stations”.

After pre bid discussion held on 08.02.2016 tender reference number DPCC/LAB/ (A)/02015-16 dated -29.01.2016 with tender id number 2016_DPCC_98086_1 is amended. The amended tender document is uploaded on e- tendering system of Government of NCT of Delhi. The tender submission and opening date also changed to 29-02-2016.





**TENDER DOCUMENT FOR
ENTERING CONTRACT FOR OPERATION &
MAINTENANCE OF CONTINUOUS AMBIENT AIR
QUALITY MONITORING STATIONS**

Last date for receipt of tenders is 29/02/2016 up to 3:00 pm

Date of opening is 29/02/2016 at 3:30 pm

Pre Bid - Conference on 08/02/2016 at 3:00 pm

(As modified after Pre Bid conference)

DELHI POLLUTION CONTROL COMMITTEE

Air Laboratory

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

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DELHI POLLUTION CONTROL COMMITTEE



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

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Tender No.

Dated.

OPEN TENDER NOTICE

Sealed Tenders are invited from Original Equipment Manufacturers (OEM) / Authorised Service Providers (ASP) only for contracting operation and maintenance of four nos. Continuous Ambient Air Quality Monitoring Station in Delhi. The detailed tender notice along with terms and conditions can be downloaded on free of cost from our website:<http://dpcc.delhigovt.nic.in>. The last date for receipt of tenders is 24/02/2016 up to 3:00 pm and date of opening is 24/02/2016 at 3:30 pm. DPCC reserves right to accept or reject any bid.

The Earnest Money Deposit (EMD) - Rs.5,00,000/- (Five lakhs only) or 5% of estimated cost of tender whichever is higher.

Pre Bid conference will be held on 08/02/2016 at 3:00 pm at office of the Member Secretary, 6th level, C Wing Delhi secretariat to address the queries of the prospective bidders the change/ modification if any in the bid document in pursuance of pre bid conference shall be publish/ announce on 10/02/2016.

MEMBER SECRETARY



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MEMBER SECRETARY

CONDITIONS (TENDER DOCUMENT)

TENDER DOCUMENT FOR ENTERING CONTRACT FOR OPERATION AND MAINTENANCE OF FOUR NOS. CONTINUOUS AMBIENT AIR QUALITY MONITORING STATION IN DELHI

INTRODUCTION:

Delhi Pollution Control Committee (DPCC) invites sealed bids only from Original Equipment Manufacturers (OEM) / Authorised Service Providers (ASP) for entering contract for Operation & Maintenance of four nos. Continuous Ambient Air Quality Monitoring Station in Delhi.

S.No.	Scope of Work	Nature of operation and maintenance / Calibration	Location
1	Operation & Maintenance (O&M) Contract of Continuous Ambient Air Quality Monitoring Station (CAAQMS) as detailed in Annex-I-A & I-B.	Comprehensive	Punjabi Bagh, R.K.Puram, Mandir Marg and Anand Vihar.

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

INSTRUCTIONS TO BIDDER:

1. Preparation of Bids

- I. Pre Bid conference will be held on 08/02/2016 at 3:00 pm at office of the Member Secretary, 6th level, C Wing Delhi secretariat to address the queries of the prospective bidders. The change/ modification if any in the bid document in pursuance of pre bid conference shall be publish/ announce on 10/02/2016.
- II. Tenders must be sealed and super-scribed with %Bid for Operation and Maintenance of four nos. Continuous Ambient Air Quality Monitoring Stations in Delhi.
- III. Opened/Unsealed Tenders in any form shall not be accepted.
- IV. The EMD of Rs. 5,00,0,00/- (Five lakhs only) in the form of Demand Draft only in favour of %Delhi Pollution Control Committee %payable+at DELHI. It should be either in Indian Rupees or equivalent foreign currency. The Indian agent/ representative should furnish an authorization letter from their foreign Principal suppliers to deposit the EMD on their behalf. The Earnest Money shall be forfeited if a supplier withdraws or amends the tender in any respect within the period of validity of his tender within the specified period in the tender document. Tender shall not entertained where a Tender has not furnished adequate earnest money in the prescribed and acceptable Form.
- V. Tenders must be addressed to **Member Secretary, Delhi Pollution Control Committee, 4th/5th floor, ISBT Building, Kashmere gate, Delhi 110006, Delhi. Last**

- VI. Tenders/ quotations must be sent in advance, so that it reaches the destination on or before the due date and time. Quotations received after the due date and time shall not be considered at all. The DPCC shall not be held responsible for any postal delay, if any.
 - VII. Conditional and ambiguous and late / delayed tenders shall be rejected summarily.
 - VIII. Incomplete tenders in any form shall be treated as non-responsive and non-acceptable.
 - IX. Compliance in a tabular format must be enclosed with tender.
2. **Year wise breakup of Bid Price shall be provided by the Bidder for O&M of CAAQMS for three years. Bid price should include all statutory charges.**
3. **Eligibility:**
- i. **The bidder must be from Original Equipment Manufacturers (OEM) / Authorised Service Providers (ASP) for the Makes of equipment mentioned in Annex-II.**
 - ii. The bidder must have a local service centre in Delhi.
 - iii. The bidder must have experience of carrying out the operation and maintenance of the same equipment on similar magnitude for at least Two years.
 - iv. The bidder or his authorized local partner should also indicate PAN / TIN No. issued by the Income Tax Department/State/Central Sales Tax Number (legible photocopy to enclose).
 - v. The bidder must ensure availability of genuine spares from OEM, before submitting bid.
4. **Opening of Quotations:** The quotations will be opened by the committee of DPCC. Bidder/ their representative may attend Price Bid opening as per the mentioned/ intimated schedule.
5. **VALIDITY OF THE TENDER** The validity of the offer should be **90 days** from the date of opening of the tenders.
6. **Scope of work/ Services:**
- i. The scope of work covers Comprehensive Operation and Maintenance of four nos. Continuous Ambient Air Quality Monitoring Stations in Delhi. The bidder shall provide the support/service consisting of preventive/corrective operation and maintenance of the equipment/calibration repair if required for proper functioning of the equipment.
 - ii. The bidder shall perform services in a professional manner and in accordance with and up to the standards and to the entire satisfaction of officer-in-charge for the purpose.
 - iii. The operation and maintenance services for all the equipment must be provided at the premises of the continuous Ambient Air Quality Monitoring Stations of DPCC.
 - iv. Bidder must ensure enough inventories of the spares from OEM.
 - v. On expiry of the Operation and Maintenance, the bidder will have to hand over the system/ equipments under AMC in perfect working condition to the Board failing which it shall be open to the DPCC to get the equipment repaired from anywhere at the cost and risk of the bidder and the expenses incurred by the DPCC in this regard shall be deducted from the Performance Guaranty or other dues payable to it.

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

8. PERFORMANCE SECURITY

- (i) Within thirty (30) days of notification of award from the Committee, the successful Bidder shall furnish the Performance Security in the form of Bank Guarantee issued by a Nationalized Bank
- (ii) The successful bidder shall submit Performance Bank Guarantee equivalent to (10) % of the Contract price as per attachment-8. The Performance Bank Guarantee shall remain valid for at least 45 days after the expiry of the Contract (O&M period).
- (iii) **Return of Performance Security**
The performance security will be discharged by the Committee and returned to the successful Bidder not later than forty five (45) days after expiry of O&M Contract period.
- (iv) **Forfeiting of performance guaranty**
The performance guaranty shall be forfeited for failure at anytime if the successful bidder fails to provide O&M services as per the tender conditions.

9. Payment terms:

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

10. **DESCRETION OF THE MEMBER SECRETARY:** Member Secretary, DPCC reserves the right to accept or reject any or all the tenders without assigning any reason what so ever. The Contract can be terminated after giving three months notice if renderer fails to perform as per specification of DPCC and tender conditions. The tender can be extended for six months at the discretion of the Member Secretary, DPCC.

11. DISPUTES & ITS JURISDICTION:

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

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

13. RIGHT OF ACCEPTANCE:

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

MEMBER SECRETARY

Encl: Annex

ANNEX- I-A

DELHI POLLUTION CONTROL COMMITTEE

OPERATION & MAINTENANCE (O&M) CONTRACT

For four nos. Continuous Ambient Air Quality Monitoring Station (CAAQMS)

Scope of service work:

- Daily maintenance (preventive and breakdown)
- Daily Calibration check for inorganic gas analysers viz., CO, O₃, NO_x & SO₂.
- Regular Calibration check for organic gas analysers viz., B, T & X.
- Multi Point Calibration check for inorganic gas analysers viz., CO, O₃, NO_x & SO₂ for every six months.
- Gas Phase Titration (TPT) for NO_x analyser for every six months
- Validation of data generated.
- Generation of daily reports for criteria pollutants viz., CO, O₃, NO, NO₂, NO_x, NH₃, SO₂ & PM₁₀ / 2.5, organic pollutants viz., B, T and X and meteorological data viz., AT, RH, BP, SR, VWS, WS, WD.
- Uploading the data to server/ electronic display board.
- O & M charges include cost of imported calibration gases, permeation tubes and batteries for UPS.
- Deputing skilled manpower.

ANNEXURE –I-B

Operation and maintenance of Continuous Ambient Air Quality Monitoring Stations:-

- 1.1 The Contractor's responsibilities shall include without limitations the following works to be carried out on the Continuous Ambient Air Quality Monitoring Stations installed under this contract during the Operation & Maintenance of the stations:
- a) Operation and Maintenance of all the commissioned equipments and amenities installed at the existing CAAQMS including services during forced and planned outages and overhauls. overhauls is defined as per SOP's and service manuals .
 - b) The Contractor shall take over the entire Continuous Ambient Air Quality Monitoring Stations (including all equipment) for O&M after execution of Indemnity Bond as per format placed at Attachment -1.
 - c) The Contractor shall provide to the DPCC a quarterly summary of all operation and maintenance activities performed by the contractor during such month.
 - d) Operation and Maintenance obligations: In implementing its obligations to operate and maintain the Facility under this Contract, the Contractor shall:
 - i) Undertake comprehensive maintenance including i.e. schedule and breakdown maintenance & repair at site and keep Committee Informed regarding status of equipments and forward daily data as processed.
 - ii) Obtain permission from the DPCC for sending equipment for repair. Contractor shall arrange substitute equipment to keep CAAQM Stations operational.
 - iii) Take reasonable action to assure that the Personnel deployed at Continuous Ambient Air Quality Monitoring Stations and any subcontractors and agents are provided with a work place in compliance with Applicable Law.
 - iv) Keep the Continuous Ambient Air Quality Monitoring Stations clean, well maintained and in good working condition.
 - v) Security: It is the duty of the Contractor to secure the movable, immovable and other properties for the DPCC at the Continuous Ambient Air Quality Monitoring Stations. The Contractor shall indemnify the loss caused to the DPCC on account of any damage, loss or theft caused to the property of the DPCC.
 - vi) Scheduled Maintenance: Unless DPCC and Contractor mutually agree otherwise, perform all required Scheduled Maintenance for all equipment, auxiliaries etc. in accordance with the OEM's specifications.

Perform all unscheduled Maintenance and repair for all equipments, auxiliaries etc. within (24) hours of the occurrence of the event requiring Unscheduled Maintenance, the operator shall- provide the DPCC with detailed written information on nature of the repair or replacement to be carried out, estimate down time and other necessary details as required.

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

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- k) The Contractor shall ensure periodic re-calibration of all the equipment as per manufacturer's instructions and maintain "Protocol Manual Calibration" as per Annexure - II.

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

- a) The DPCC shall pay O&M charges at the end of each quarter to the Contractor in accordance with the payment terms detailed in Special Conditions of Contract. In case penalty in the year exceeds 15% as above, the Contractor shall be required to get the defective analyzer(s) /system repaired or replace them with new ones from OEM as required at his own cost within two weeks. Failing which the DPCC shall have the right to terminate the O&M contract and forfeit Performance Guarantee.
- b) DPCC shall pay all fees including Service Tax, real property taxes and cess etc., imposed upon DPCC by the Applicable Law.
- c) The DPCC shall make the arrangement for electricity and telephone connection at the site. However monthly charges for both electricity and phone bills shall be borne by the Contractor.

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

1.4. **Relocation of station:**

During contract period, if committee intends to shift CAAQM station from one location of the city to another location, due to some reason- functional or otherwise, Bidder shall shift the CAAQM station for which cost of shifting including dismantling, loading and transportation, reinstallation at new location and construction of foundation will be borne by the DPCC at a mutual agreed cost.

1.5. **Penalties**

During O&M period, in case of any system failure, penalty will be charged by DPCC@ Rs. 1,000/- per day per analyzer after a grace period of seven (7) continuous non working days. The grace period of seven (7) continuous non working days shall be given only once per quarter (3 months).

In case of failure of display panel however a penalty will be charged by DPCC@ Rs. 2,000/- per day after a grace period of two (2) continuous non working days. The grace period of two (2) continuous non working days shall be given only once per quarter (3 months). Failure due to power outage and other Force Majeure conditions shall not be considered for a levy of penalty.

Total penalty per year during O&M period on account of above conditions shall be limited to 15% of total O&M charges for one year.

ANNEXURE –II

List of Analyzers/ Met. Sensors

S. No	Parameter	Instrument Model	Make	Principal
1	Particulate Matter PM ₁₀ /PM _{2.5}	BAM 1020	Met One, USA	Beta ray attenuation
2	Oxides of nitrogen NO, NO ₂ , NO _x and NH ₃	Serinus 44	ECOTECH, Australia	Gas phase Chemiluminescen
3	Sulphur Di Oxide SO ₂	Serinus 50	ECOTECH, Australia	UV fluorescence
4	Ozone O ₃	Serinus 10	ECOTECH, Australia	UV Absorption
5	Carbon Monoxide CO	Serinus 30	ECOTECH, Australia	Non dispersive Infrared
6	Benzene, Toluene and Xylene	GC 955 - 600	SYNSPEC, Netherlands	GC - PID
7	Temperature AT	083D	Met One, USA	Thermistor
8	Relative Humidity RH	083D	Met One, USA	Capacitor
9	Barometric Pressure BP	090D	Met One, USA	Pressure Transducer
10	Solar radiation SR	096 - 1	Met One, USA	Photo Cell
11	Vertical Wind Speed VWS	012	Met One, USA	Gill propeller anemometer
12	Wind Speed WS	010 C	Met One, USA	Anemometer
13	Wind Direction WD	020 C	Met One, USA	Potentiometer

Attachment-1

INDEMNITY BOND FOR HANDING OVER CONTINUOUS AMBIENT AIR QUALITY MONITORING STATION INCLUDING ALL EQUIPMENT TO THE O&M CONTRACTOR

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

Whereas DPCC has awarded to the contractor, a contract for O&M of the four nos. for Continuous Ambient Air Quality Monitoring Stations (CAAQMS, located at Delhi, vide its letter of the indent/ award letter/ contract no.....Dated.....and its amendment number.....(applicable where amendment has been issued) (hereinafter called the “Contract”), in the terms of which Contractor shall be responsible for the Equipments to be handed over to it by DPCC for the purpose of performance of the Contract (hereinafter called the “Equipment”).

Now therefore this indemnity bond witnessed as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at Rs. (Rupees.....) to be handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep DPCC indemnified for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per details in the Schedule appended hereto.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe custody of the Equipments at Continuous Ambient Air Quality Monitoring Stations (CAAQMS) belonging to DPCC against all risk whatsoever till the Equipments are duly used in accordance with all terms of the Contract. The Contractor undertakes to keep DPCC harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment shall be used for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligation under this Indemnity Bond by the contractor shall inter-alia constitute a criminal breach of trust on the part of the contractor for all intents and purposes including legal penal consequences.

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

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

SCHEDULE NO. 1

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

For and behalf of

M/s.....

Witness I

1. Signature
2. Name
3. Address

Name
Signature
Designation

Authorized representative

Witness II

1. Signature
2. Name
3. Address

(Common Seal)
(In case of company)

Note:

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



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Attachment-2

< Letterhead of the Manufacturer Associate >

FORM OF LETTER OF AUTHORITY BY MANUFACTURER AS ASSOCIATE

To,

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

Name of Manufacturer

Sub:- Letter of authority from Manufacturer.

Dear Sirs,

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

To present and bind us in the for O&M of Continuous Ambient Air Quality Monitoring Stations (CAAQMS) for DPCC at DELHI, India, Regarding the O&M of the following equipment proposed in the bid which we manufacturer or produce.

Item No.	Name of Equipment

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



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

IN WITNESS WHEREOF, we have hereto signed this document on _____ 2015.

ACCEPTED ON _____, 2015.

NAME OF BIDDER

NAME OF ISSUING MANUFACTURER

(Name Of Duly Authorized)

(Name Of Duly Authorized)

Representative to sign and signature

Representative to sign and signature

(Rank of position and department)

(Rank of position and department)



Attachment-3

<Letterhead of the O&M Associate>

FORM OF LETTER OF AUTHORITY BY O&M ASSOCIATE

To,

**Delhi pollution control committee,
4th Floor, ISBT Building,
Kashmere gate,
Delhi-10006.**

Name of O& M Associate

Subject: Letter of Authority from O&M Associate

Dear Sirs,

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

To present and bind us in the O&M of complete Continuous Ambient Air Quality Monitoring Stations (CAAQMS) for DPCC at DELHI, India.

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

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



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IN WITNESS WHEREOF, we have hereto signed this document on _____ 2015.

ACCEPTED ON _____ 2015

NAME OF BIDDER

NAME OF ISSUING O&M ASSOCIATE

(Name of duly authorized
Representative to sign and signature)

(Name of duly authorized
Representative to sign and signature)

(Rank of position and Department)

(Rank of position and Department)

Attachment-4

CAPABILITY & EXPETIENCE OF BIDDER/ ASSOCIAT FOR O&M OF CAAQMS

Name and address of the O&M Partner in India (if applicable):

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

Attachment-5

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

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

Name of the Manufacturer _____

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

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

Signature of Authority Representative

Name of the Person

Position

Attachment-6

PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER AS O&M OPERATOR OF THE CAAQMS

(For a period of two years)

Bid No. _____ Date of Opening _____ Time _____

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

Signature of Authority Representative

Name of the Person

Position



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Attachment-7

PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER

(For a period of last two year)

Bid No. _____ Package Code _____ Date of Opening _____

Time _____

Name of the Bidder _____

Year	Currency	Turnover
2014-2015 Financial Year		
2015-2016 Financial Year		
Average		

Note:-

1. THE ANNUAL TURN OVER AMOUNT IS TO BE SUPPORTED BY

ANNUAL REPORT ALONG WITH ALL SCHEDULES.

Signature of Authority Representative

Name of the Person

Position



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Attachment- 8

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

Bank Guarantee No.....

Date:

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

We..... Bank, having its Head Office (herein-after referred to as the ~~±Bank~~ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns)do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time up to@..... without any demur, reservation, context, recourse or protest and/or without any references to ~~±O&M Partner~~ or ~~±Contractor~~ Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and Contractor and/or between the Employer and O&M Partner or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity. The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract or the Component Agreement by the O&M Partner. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the O&M Partner and to exercise the same



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Delhi Pollution Control Committee, Delhi

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

Date this day of 2016..... at

WITNESS:

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

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

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

Authorised vide Power of

Attorney No.....

Date.....

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

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