



Nagar Nigam Dehradun

Telephone - 0135 - 2714074 Website - www.nagarnigamdehradun.com
E-mail - nagarnigam.ddn@gmail.com



Tender Notice for Supply and Installation of Fiber Reinforced Plastic(FRP) Toilets Under Swachh Bharat Mission

NND invites RFP for Supply and Installation of Fiber Reinforced Plastic(FRP) Toilets Under Swachh Bharat Mission RFP document. Interested bidders are requested to download the RFP document from tenders portal Nagar Nigam Dehradun from 01.07.2024, 11:00 AM onwards. The Municipal Commissioner have right to cancel tender at any stage without giving any reason. The last date for online submission of bids is 20.07.2024 at 2:00PM

Municipal Commissioner, Nagar Nigam Dehradun



कार्यालय नगर निगम, देहरादून।



(फोन- 0135-2714074 फैक्स- 0135-2651060 ई-मेल-(nagarnigam.ddn@gmail.com)

पत्र सं० ५७५ (HI)

दिनांक २९/६/२४

प्रतिलिपि:-

- 1- Editor Daily News Paper Hindustan Hindi (Uttarakhand)/Pioneer English (Uttarakhand) to publish the tender advertisement in minimum space as per reasonable rate for Nagar Nigam Dehradun.
- 2- Sh. Manish Pant, IT Officer to ensure uploading the RFP document in official website of Nagar Nigam Dehradun and E-procurement portal of State Government.

Chief Medical Officer Health
Nagar Nigam, Dehradun

5164
Teepal
29/6/24



Request for Proposal (RFP)

For


**Supply and Installation of Fiber Reinforced
Plastic (FRP) Toilets**

Under Swachh Bharat Mission

NAGAR NIGAM DEHRADUN (UTTARAKHAND)

Ph: 0135 - 2714074

E-mail : nagarnigam.ddn@gmail.com Website: www.nagarnigamdehradun.com


डॉ० अविनाश खन्ना
अध्यक्ष, नगर निगम देहरादून
नगर, देहरादून

Disclaimer

The information contained in this Request for Proposal ("RFP") Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the Nagar Nigam Dehradun, Government of Uttarakhand ("Government Representatives") or any of their employees or advisors or Uttarakhand Urban Development Directorate is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Government Representatives, their employees or advisors or Urban Development Directorate to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

The Government Representatives, their employees, advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. Some information and details are being given as per the already partially executed project by the previous concessionaire. Due diligence should be applied in examining the existing equipments, vehicles, bins, infrastructure etc fully or partially executed in the project. The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.


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नगर निगम, देहरादून

NAGAR NIGAM DEHRADUN (NND)
1 Patel Road Dehradun (Uttarakhand) – 248001
Telephone – 0135 - 2714074

RFP No. 474 (H).....

Date 29/06/2024

Subject: RFP Request for Proposal (RFP) for Supply and Installation of Fiber Reinforced Plastic (FRP) Toilets Under Swachh Bharat Mission

Tender Schedule

Date of downloading tender document	05/07/2024
Pre-proposal meeting	09/07/2024 at 12:00 PM Office of the Municipal Commissioner, Nagar Nigam Dehradun
Last date for seeking clarification, if any	09/07/2024
Start date and time for uploading of proposal in e-Procurement platform	10/07/2024 at 02:00 PM
Last date and time for uploading of proposals (both Technical and Financial) in e-Procurement platform	25/07/2024 up to 02:00 PM
Time and date of opening of Technical proposal	25/07/2024 at 03:00 PM
Time and date of opening of Financial proposal	To be intimated later
Place of Opening of proposals and Address for communication	Nagar Nigam Dehradun (NND) 1 Patel Road, Dehradun (Uttarakhand) – 248 001

I. Instruction to Bidders (ITB)

1. NND invites Request for Proposals (RFP) through e-procurement portal for **Supply and Installation of Fiber Reinforced Plastic (FRP) Toilets Under Swachh Bharat Mission** as per details given in this document as per Uttarakhand Procurement Rules - 2017 and subsequent revisions.
2. **Background of the project** – Nagar Nigam Dehradun (hereinafter referred to as “NND” or “the Authority”), is capital city and biggest ULB of Uttarakhand which attract tourist in huge numbers. The existing population of the NND is approximately 12 Lacs having 100 municipal wards spread in approximately 200 sq. km. NND delivers waste management and sanitation services in its jurisdiction.

Sanitation is one of the most important core activities of ULBs, of which public toilets in the slum areas and hard to reach commercial areas are of utmost importance. With the lack of space in slum and other commercial areas and vehicular movement it becomes difficult to establish a permanent structure. Moreover, due to heavy traffic, it is not desirable to establish a permanent structure which takes up a lot of space and are high maintenance. Hence NND plans an effective method to achieve targets of cleanliness and sanitation through establishment of space saving Fiber Reinforced Plastic toilets hereinafter referred to as FRP toilets. NND is looking for an agency for supply and installation of FRP toilets that will help in ensuring effective compliances w.r.t. above-mentioned activity and contribute in building the city image as Green and Swachh (Hygiene) City.

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- a. To ensure NND to remain and open defecation free (ODF) city in order to maintain the status of newly received Water Plus certification.
- b. To ensure an integrated sanitation solution for slum areas
- c. To improve the existing standards of public health and environmental quality by establishing efficient mechanism for sanitation
- d. To ensure effective redressal of sanitation related complaints in the slum areas.

4. Scope of work:

- a) The specifications proposed under this contract for the FRP toilets is attached as **Annexure -1**.
- b) Supply and installation of FRP toilets along with the sewer/septic tank commissioning and a provision for supply of water, as per the specification given in the RFP document.
- c) The transportation and commissioning of the FRP toilets shall be done by the contractor at no extra cost.
- d) Procure, provide, and maintain necessary tools, equipment, machinery (if necessary) and manpower for the installation of FRP toilets.
- e) NND is purchasing the FRP toilets. Contractor has to supply and install the toilets along with sewer/septic tank and other necessary water arrangements on a turnkey basis.
- f) For any accident, any injury or physical harm to any person is caused by operations during installation, the contractor shall be solely responsible for it and shall bear all the cost associated with such eventualities.
- g) The contractor has to provide one (01) year manufacturer warranty on the FRP toilets which shall be applicable from the date of establishment of FRP toilets.

NND's Scope:

- a) NND shall arrange for and provide the following on free of cost basis: (1) Identified sites for the installation of FRP toilets (2) Provision for electricity
- b) The staff of Health Department of NND shall super-visit and monitor the Contractor's work and services as per the direction of the Competent Authority at all times and notifies the Contractor of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Contractor's responsibilities. The Contractor shall have to correct a defect and improve service level within the time specified.

Contractor's Responsibilities:

- a) The Contractor shall not modify or alter any specifications without prior permission of the Competent Authority.
- b) The Contractor shall carry out his operations, perform work and provide services so as not to interfere unnecessarily or improperly with the convenience of the public.
- c) Shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
- d) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke streams and waterways. He shall make good at his cost and to the satisfaction of the NND any damage to roads parts or public property whatsoever caused there on by the contractor. All waste or superfluous material shall be carried away by the contractor without any reservation entirely to the satisfaction of the NND.
- e) The Contractor shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether

these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

Payment Terms: The payment shall be done on AS-IS basis upon establishment of FRP toilets along with sewer/septic tank and water tank/provision. The contractor shall raise an invoice upon successful establishment of the FRP at the site along with Geo-Tagged photographs. The NND official will inspect the site and upon verification of the same, the payment shall be made to the contractor & applicable Taxes as per rules shall be deducted and penalties if any shall be deducted.

5. **Qualification criteria:**

- i) Should be a legal entity as per Indian Law. JVs / Consortiums are not allowed.
 - ii) Should have a valid GST registration. (Copy need to be attached)
 - iii) Should have a PAN (Copy need to be attached)
 - iv) Should have submitted Bid Document Fees (Rs. One (01) Thousand+18% GST)
 - v) Should have submitted Earnest Money Deposit (Rs. Two (02) Lakhs only)
 - vi) The bidder should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
 - vii) Should have achieved an Average Annual Turnover during last three Financial Years of not less than Rs. One (01) Crore. (CA certified Turnover, Balance sheets, P&L accounts for last three F.Y. need to be attached)
 - viii) Should have submitted ITR for last three (03) F.Y (copy need to be attached)
 - ix) Should have a net positive worth (as on 31st March 2023)
 - x) Affidavit as per format provided in Annexure – 9.
 - xi) **Past performance:**
 - i. Contractor must have work order and experience of successful supply and installation of FRP toilets in any Govt agency/ULB in India.
6. The Bidders should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting Qualification Criteria.
7. Due diligence by bidders – bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bid by visiting project sites. It would be deemed that before submitting the proposal, the bidder has made a complete and careful examination of terms and conditions/requirements, and other information set forth in this RFP. Received all such information as it has requested from NND.
8. Tender fee of Rs. 1,180 (Rs. 1000 + GST 18%) to be paid in the form of Demand Draft in favor of Nagar Nigam Dehradun on or before technical proposal submission date. In case of non-payment within this time, the proposal shall be summarily rejected.
9. **Earnest Money:**
- (i) The Earnest Money is Rs. 2,00,000/= (two lakhs only), to be paid in the form of FDR in favor of Nagar Nigam Dehradun.
 - (ii) The Earnest Money shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Bidder shall be released upon furnishing of the Performance Security.
 - (iii) The Successful Service Provider's Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
 - (iv) The Earnest Money shall be forfeited in the following cases:
 - (a) If the Bidder withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and

- (b) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by NND.

10. Proposal Preparation Cost:

- (i) The Bidders shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. NND will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
- (ii) Site inspections and visits to the site and related costs to the work. It is desirable that each bidder submits proposals after due visiting the site.

11. Clarifications:

Bidders requiring any clarification on the tender document may upload the queries on website: www.uktenders.gov.in or through e-mail (with subject- query FRP Toilets RFP) at nagarnigam.ddn@gmail.com prior to the time and date given in the Tender Schedule.

12. Amendment of Proposal:

- (i) At any time prior to the proposal due date, NND may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider, modify the proposal through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
- (ii) In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, NND may, at its own discretion, extend the proposal due date.

13. Validity of Proposal:

- (i) The proposal shall be valid for not less than 120 (One hundred twenty) days from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
- (ii) Prior to expiry of the original Proposal Validity Period, NND may request that the Bidders extend the period of validity for a specified additional period. A Bidders may refuse the request without forfeiting its Earnest Money. The proposal of any Bidders refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Bidders agreeing to the request of extending the Earnest Money will not be allowed to modify its proposal, but would be required to extend the validity of its Earnest Money for the period of extension.

14. Pre-Proposal Meeting:

- (i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 3 of this document, Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.**
- (ii) During the course of Pre-Proposal conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of NND. NND shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

15. Bidders may note that NND will not entertain any deviations to the proposal at the time of submission of the proposal or thereafter. The proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract. Any conditional proposal shall be regarded as non-responsive and shall be rejected.

16. No interpretation, revision, or other communication from NND regarding this solicitation is valid

unless posted on website: www.uktenders.gov.in.

7. Format, Preparation and Submission of Proposal:

- i) Bidders would provide all the information as per this proposal and in the specified formats. NND reserves the right to reject any proposal that is not in the specified formats.
- ii) The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- iii) Covering Letter as per format given in Annexure – 4
- iv) Technical proposal folder should include:
All the documents required as per this RFP except Financial Proposal.
No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected. Tender fee and EMD online or offline deposit scanned receipt has to be uploaded along with technical proposal.
- v) Financial proposal folder: As per BoQ in the financial folder.
- vi) The Bidders shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
Submission of Proposals through any other mode is not acceptable and shall be rejected. NND, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
- viii) **Late Proposals:** It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock.
- ix) The Bidders is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Service Provider's risk and may result in rejection of its proposal.
- x) **The (a) Original Affidavit (as per format) and (9) Original Tender fee and EMD. Original documents are required, the prospective bidder shall submit these original documents before submission of last date.**

18. Modification and Withdrawal of Proposals:

- (i) The Bidders may modify or withdraw its proposal on e-portal before the proposal due date and time. However, no proposal can be modified or withdrawn thereafter.
- (ii) Withdrawal of a proposal during the interval between the proposal due date and expiration of the proposal Validity Period would result in forfeiture of the Earnest Money.

19. NND reserves the right to reject any proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by NND in respect of such proposals.

20. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

21. Proposal Opening:

- (i) Bidders' representatives who choose to be present may attend the proposal opening.
- (ii) If the office happens to be closed on pre-proposal meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission date on e-portal, unless it is also extended.**

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Confidentiality:

- (i) In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.
- (ii) Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. NND will treat all information submitted as part of proposal in confidence and will ensure that all who have access to such material treat it in confidence. NND will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

23. Clarifications:

- (i) To assist in the process of evaluation of proposals, NND may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to be proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by facsimile.
- (ii) NND reserves the right to independently verify by a team of Officers of NND or independently facts and figures provided in the documents submitted by the Service Providers; in addition to right to disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Service Provider.
- (iii) Bidders shall fill up the required information as per the prescribed proposal form. If any Bidder does not fill up the information properly, NND has a right to reject such proposals.

24. Proposal Evaluation:

- (i) To assist in the examination, evaluation and comparison of proposals, NND may utilize the services of consultant/s or advisor/s.
- (ii) Evaluation of Proposals will be done in two stages – first the Technical Proposal i.e., the bidders, who meet qualification criteria shall be considered as technically responsive:

Thereafter, only their financial proposals shall be opened.

- (iii) The Bidder who has submitted the **lowest evaluated responsive** proposal shall be deemed to be the preferred service provider.
- (iv) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (v) With regard to qualification criteria; and bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.
- (vi) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidders' representatives.
- (vii) Any conditional bid would be rejected
- (viii) Proposals shall be deemed to be under consideration immediately after they are opened and until such time NND makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting NND and or their employees/ representatives on matters related to the Proposals under consideration by any means.

25. NND's Right to Accept or Reject Proposal:

- (i) NND reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process,

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at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.

- (ii) NND reserves the right to reject any proposal including that of the Preferred Bidder if:
- at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Bidder is established, the Bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such Bidder as per the prevailing laws, OR
 - the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- (a) take any such measure as may be deemed fit in the sole discretion of NND, including annulment of the bidding process.

26. Negotiation:

Ordinarily no negotiation shall be done. However, where price negotiation is necessary in the opinion of NND same shall be resorted to with the preferred Service Provider.

27. Notifications:

- Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, NND shall declare the preferred Bidder as the successful Service Provider.
- NND will notify the Successful Bidder by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its proposal has been accepted.

28. Acceptance of Notification of Award (NOA):

Within Seven (7) days from the date of issue of the NOA, the Successful Bidder shall confirm their acceptance of the NOA.


29. Execution of Contract:

The successful bidder shall be issued the Letter of Acceptance (LoA). After issuance of the LoA in writing, and acceptance of the same by the successful bidder within 7 (seven) days, the successful bidder shall enter into an Agreement (draft enclosed with the RFP document) with NND within 30 (thirty) days of conveying his acceptance of the LoA, or on the date as mutually agreed between the Parties to the Agreement.

30. Performance Security:

- Before signing of the Contract, the preferred bidder shall furnish Performance Security for an amount equal to 5% of contract value including GST by way of an irrevocable and unconditional Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favor of Nagar Nigam, Dehradun with validity for 60 (sixty) days beyond the performance of the Contract.
- Performance Security shall be submitted within 15 days after LoA/Work Order. If the Initial Security Deposit is not paid within 15 days from the date of LoA/ Work Order than penalty at the rate of 0.065% per day of the amount of Security Deposit will be charged.
- The Performance security shall be forfeited and en-cashed in the following cases:
 - If the Contractor withdraws midway during the work completion, or
 - Any other act or acts of the contractor which renders the work un-operational and Nagar Nigam, Dehradun establishes sufficient reasons to forfeit the Performance Security.
- Failure of the bidder to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the Nagar Nigam, Dehradun may make the award to the bidder, who has submitted next higher Financial Proposal or call for new Proposals.

31. Blacklisting for failure to sign the Contract or its execution: Withdrawing the proposal or failure to sign the Contract or its execution after signing shall result in blacklisting of the bidder including JV / Consortium partner/s, if any. The blacklisting shall be effective from the date of notice issued by NND for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.


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32. **Language and Currency:** The request for arbitration, the answer to the request, the terms of reference, any written submission, any orders and awards shall be either in English or Hindi and, if oral hearings take place, English or Hindi shall be the only language to be used in the hearings. The proposal and all related correspondence and documents should be written in English OR Hindi. Supporting documents and printed literature furnished by bidder with the proposal may be in any other language provided that their accompanied by appropriate translations of the pertinent passages in the English language. The currency for the proposal shall be the Indian National Rupees (INR).
33. **Debriefing and Appellate:**
- Any bidder may request in writing to Municipal Commissioner, NND for debriefing after award of contract.
 - Any bidder may also choose to submit representation to Municipal Commissioner, Nagar Nigam Dehradun, who may take appropriate decision and action based on the merit of the case
34. **Payment terms:** The payment shall be done on AS-IS basis upon establishment of FRP toilets along with sewer/septic tank and water tank/provision. The contractor shall raise an invoice upon successful establishment of the FRP at the site along with Geo-Tagged photographs. The NND official will inspect the site and upon verification of the same, the payment shall be made to the contractor & applicable Taxes as per rules shall be deducted and penalties if any shall be deducted.
35. **Penalty:**
- Penalty for delay: In case of delay in execution of work the penalty at the rate of 0.2% of contract value per day subject to the maximum of 5% of the contract value for works, shall be payable by the contractor to NND towards compensation. Hence, overall penalty for the delay shall be limited to maximum up to 5% of contract value. However, Delay in excess of two months after the start date of work, may be cause for termination of contract and forfeiture of all security for performance.
 - Any legal non-compliance noticed by NND officials: Rs. 1000/- per non-compliance as identified by the NND officials, apart from the above indicated penalty points.
36. **Dispute Resolution:**
- Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a soul arbitrator appointed by the Commissioner, NND
 - The arbitration proceedings shall be governed by Indian arbitration and conciliation act, 1996 as amended from time to time
 - The cost of arbitration shall be borne by both the parties in equal proportion. Arbitration proceedings will be held at Dehradun only.
37. **Jurisdiction of Court:** The courts at Dehradun shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.
38. **Termination Clause:** Termination clause on the bidder will be applied accordingly mentioned below:
- NND without prejudice to any other remedy for breach of contract, by notice of default sent to the agency, may terminate the contract in whole or part.
 - If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by NND.

- c) NND may terminate the contract in whole or part. The Authority may terminate the contract, not less than 15 days after written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- d) If the bidder fails to perform any other obligation under the contract.
- e) If the bidder, in the judgment of NND, has engaged in corrupt or fraudulent practices while executing the project
- f) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading


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CONDITIONS OF CONTRACT

1. **Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the NND and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (c) "Services" means services required to be provided by the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit NND to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by NND, if so decided.

2. **Indemnity**

- 2.1 The Service Provider shall undertake an insurance cover for an assured sum equivalent to the Contract Value including GST against third party liability.
- 2.2 In addition, Service Provider shall indemnify NND against all third-party claims arising out of this Contract; and any legal and financial liabilities arising out of negligence or otherwise of the Service Provider's personnel.
- 2.3 The Service Provider shall take all other appropriate insurance covers to protect its own property and employees.
- 2.4 The Service Provider shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.

3. **Compliance to Statutes and Safety Standards:**

- 3.1 The Service Provider shall comply with all applicable statutory provisions including guidelines issued by NGT or any other authority/ies with regard to environment protection, safety of the users and general public during the operation by the Service Provider.
- 3.2 The Service Provider shall comply with all applicable statutory provisions with regard to Minimum Wages Act, PF, ESI, etc., for the personnel employed.
- 3.3 The Service Provider has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services, if required under relevant law.

4. **Commencement of Services:**

The Service Provider shall provide all the services agreed upon within 15 (fifteen) days from Signing of the Contract.

5. **Inspection and Acceptance:**

In accordance with SWM Rules, 2016 and other relevant rules and guidelines in effect.

6. **Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

7. **Assignment:**

The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the NND's prior written consent.

Liquidated Damages:

If the service provider delays to commence the services beyond the agreed date of each timeline, then the liquidated damages @ 0.5% of Performance Security value per week with maximum up to performance security amount shall be levied. Thereafter, NND has the option to terminate the Contract.

9. Taxes and Duties:

For services supplied, the Agency shall be entirely responsible for all taxes, duties, license fees, etc., levied by Gol and GoUKD incurred until delivery of the contracted services to NND. Agency shall follow all labour laws and shall submit PF & ESIC receipts along with invoice.

10. Representations and Warranty:

The Contractor represents and warrants to NND for the term of this Contract that:

- (a) it is duly organized, validly existing and in good standing under the Laws of India;
- (b) it has the requisite experience, expertise and skills to provide and manage, operate and maintain the services of Operation and Maintenance of Truck mounted Road Sweeping Machines under this Contract
- (c) it has the financial standing and capacity to undertake the Contract.
- (d) prior to executing this Contract, the Contractor has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the operations and performing services, Applicable Laws and clearances and all matters related to this Contract. The Contractor is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- (f) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect
- (g) no representation or warranty by the Contractors contained herein or in any other document furnished by it to NND or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading
- (h) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding process.
- (i) Without prejudice to any express provision contained in this Contract Agreement, the Contractor acknowledges that prior to the execution of Agreement under this Contract, the Contractor has after a complete and careful examination made an independent evaluation of the existing facilities and infrastructure such as workshop and office spaces vehicles/containers, service area and the information provided by NND, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Contractor in the course of performance of his obligations here under

The NND represents and warrants to Contractor for the term of this Contract that:

- (a) NND has full power and authority to award this Contract.
- (b) NND has taken all necessary actions to authorize the execution of this Contract


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11. Obligation to Notify Change:

In the event that any of the representations or warranties made/given by a Party cease to be true or stands changed, the Party who has made such representation or given such warranty shall promptly notify the other of the same.

12. Communications

Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered to NND (in terms of Indian Contract Act). All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Hindi or English. If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date.

13. Contractor's Responsibilities:

The Contractor shall not modify or alter any specifications without prior permission of the Competent Authority. The Contractor shall carry out his operations, perform work and provide services so as not to interfere unnecessarily or improperly with the convenience of the public. Shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions. The Contractor shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

14. Indemnification:

The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen's Compensation Act, 1923;
- v. Industrial Dispute Act, 1947;
- vi. Indian Factories Act, 1948; and
- vii. Maternity Benefit Act, 1961
- viii Any other relevant act or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

15. Contractor's Superintendence:

The Contractor shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor shall nominate a

competent and authorized representative ("Contractor's Representative") approved by the Competent Authority, which approval may at any time be withdrawn. The Contractor's Representative shall give his whole time to the superintendence of the operations and shall receive, on behalf of the Contractor, instructions from the Health Officer/Chief Sanitary Inspectors/Zonal Officers, which shall be deemed received by the Contractor. If the Competent Authority withdraws approval of the representative, the Contractor shall remove the representative from the operations within thirty (30) days, and replace him by another representative approved by the Competent Authority.

16. Reporting:

The Contractor shall carry out all reporting to the concerned monitoring officers and Health Officer of NND as follows.

- A weekly summary of work carried out shall be submitted to the Chief Municipal Health Officer (CMHO) weekly in Format required by NND.

17. Contract Price:

The Contract Price shall cover all expenditure incurred on supply, installation, labor, and any other expenses, The Contract Price shall also include all duties, taxes, that may be levied in accordance to the laws and regulation in-force on the Contractor's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract. The Contractor shall pay Taxes on all payments made to him under the Contract. The Contractor shall pay all the Taxes directly to the Government of Uttarakhand and to the Government of India or to the concerned department. NND shall not take any responsibility for any kind of Tax payment to the Government or Quasi- Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Contractor under any law & those practice to the NND. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.


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SPECIFICATIONS

S.No.	Parameter	Specification
1	Type	Prefabricated toilet suitable for mounting on ready-made platform/plain ground
1	FRP unit size	1100mm (W) x 1100mm (B) x 2300mm (H)
2	Material	High density Polyethylene (HDPE)
3	Factory certification	ISO 9001-2015
4	Seat Type	Indian/Wester type ceramic
5	Floor Base	<ul style="list-style-type: none"> Water trap for toilet should be inbuilt in the base Single piece molded
6	Wall/Roof	<ul style="list-style-type: none"> HDPE material Air ventilation in at least one wall
7	Door	<ul style="list-style-type: none"> In-built mechanism for auto closing Mild steel hinge rod
8	Plumbing	<ul style="list-style-type: none"> One tap connection in each unit
9	Inspection of Septic tank	<ul style="list-style-type: none"> An inspection hatch should be provided in each tank
10	Septic Tank size	<ul style="list-style-type: none"> As per the number of units installed at the site


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Fraud and Corrupt Practices

- 1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NND may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of NND, if any Bidder is found by NND to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or proposal issued by NND or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such Bidders are found by NND to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "**Corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NND who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NND, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of NND in relation to any matter concerning the Work;
 - b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by NND with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.


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Format for Covering Letter ***

To
Municipal Commissioner
1 Patel Road
Nagar Nigam Dehradun,
Dehradun – 248 001

Dear Sir,

Ref.: Supply and installation of Fiber Reinforced Plastic (FRP) Toilets Under Swachh Bharat Mission

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 2) and Anti-Collusion Certificate (Annexure – 4) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
3. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:
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 Contract, a draft of which also forms a part of the proposal provided to us.


Dated thisDay of, 2024.

Name of the Service Provider

.....
Signature of the Authorised Person

Note:

*** On the Letterhead of the Service Provider.


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Anti-Collusion Undertaking
(To be on letter head)

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidders or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Bidders in connection with the instant proposal.


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(Proforma of Performance Bank Guarantee)

Annexure - 5

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Nagar Nigam Dehradun, Uttarakhand, Pin-248001 hereinafter referred to as "NND", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Contract entered into between NND and _____, a company incorporated under the provisions of the Companies Act, 2013/other relevant acts / registered under....., having its registered office/permanent address at _____ ("the Service Provider"), has been granted the permission to **Request for Proposal (RFP) Supply and installation of Fiber Reinforced Plastic (FRP) Toilets Under Swachh Bharat Mission** (hereinafter referred to as "the work").

- A. In terms of the Contract, the Bidders is required to furnish to NND, an unconditional and irrevocable bank guarantee for an amount of Rs.....as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Service Provider.
- B. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Bidders of its obligations relating to the work.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called "the Service Provider") of all its obligations relating to the Work and in connection with achieving the work objectives by the Bidders in accordance with the Contract.
- The Guarantor shall, without demur, pay to NND sums not exceeding in aggregate Rs. within seven (7) calendar days of receipt of a written demand thereof from NND stating that the Bidders has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Bidders or validity of demand so made by NND and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Bidders or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, NND shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Bidders or postponement/non exercise/ delayed exercise of any of its rights by NND or any indulgence shown by NND to the Bidders and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by NND or any indulgence shown by NND, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by NND in accordance with the provisions of the Contract. The Guarantor's liability in aggregate be limited to a sum of Rs.

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Bidders/the Guarantor or any absorption, merger or amalgamation of the Bidders/the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorized official.


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Format for Technical Proposal – Past Experience

Annexure - 6


(To be provided on the Letterhead of the Bidders and to be signed by the Service Provider)

Sl. No.	Name of the Client	Contract no. and date	Contract value	Commencement date		Completion date	
				As per Contract	Actual	As per Contract	Actual
1							
2							
3							

The Bidders may submit more details / information to substantiate its claim for past experience.

.....
Name of the Bidder

.....
Signature of the Authorized Person


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Format for Financial Capability

Annexure - 7

Financial Year	Amount (in Rs.)
2020-21	
2021-22	
2022-23	

Note:

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. This should be duly certified by CA along with his / her firm stamp and registration no. will be considered.


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(On Rs. 100/- stamp paper)
CONTRACT FORM

Annexure - 8

THIS AGREEMENT made theday of..... 2024 between..... (Name of NND) (Hereinafter called "the NND") represented by of the one part and..... (Name of Service Provider) of (Hereinafter called "the Bidders") represented by of the other part:

WHEREAS the NND is desirous that certain Goods and ancillary services viz., **Request for Proposal (RFP) Supply and installation of Fiber Reinforced Plastic (FRP) Toilets Under Swachh Bharat Mission.** (Brief Description of Goods and Services) and has accepted a proposal by the Bidders for the same in the sum of (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Affidavit;
 - b) Covering letter;
 - c) Price Schedule uploaded by the Service Provider;
 - d) Scope of Services;
 - e) Conditions of Contract;
 - f) Notification of Award;
 - g) Performance Security; and
 - h) Minutes of pre-contract negotiation meeting
3. In consideration of the payments to be made by the NND to the Bidders as hereinafter mentioned, the Bidders hereby covenants with the NND to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The NND hereby covenants to pay the Bidders in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
Brief particulars of the services which shall be provided by the Bidders are as under:

TOTAL VALUE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the NND)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Service Provider)
in the presence of:.....

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(On not less than Rs. 100/- stamp paper)

AFFIDAVIT

1. I / We, who is / are Authorised to sign and submit the proposal against your tender [title and reference number of the Invitation for proposals] do hereby undertake as follows:
- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
 - ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Bidders and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
 - iii. indemnify and compensate the NND from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
 - iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India as on the last date of proposal submission.
2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the NND including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.

2.

Duly Authorised to sign this Authorization on behalf of: [insert complete name of Service Provider.


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Financial Proposal Submission Format

(To be submitted online only)

Name of the Bidder/Bidding Firm / Company:			
S. No.	Item Description	Amount in INR per unit (incl FRP unit, septic tank and water tank)	Amount in INR per unit (incl FRP unit, septic tank and water tank)
1	2	In figures 3	In words 4
1	Supply and installation of FRP toilets along with sewer/septic tanks and water supply provisions		

Note: The rate quoted should be including GST.

Date:

(Sign. & Stamp of the Bidder)


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