



# कार्यालय नगर निगम देहरादून

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Letter no. 378.CS.BM/2023-2024

Date: 02/05/2023

	<b>Nagar Nigam Dehradun</b> Telephone - 0135 - 2714074 Website - www.nagarnigamdehradun.com E-mail - nagarnigam.ddn@gmail.com	
<b>E-Tender Notice for Establishment of Project Implementation Unit (PIU) under Swachh Bhart Mission (Urban)</b>		
NND invites RFP for Selection of Agency for the Establishment of Project Implementation Unit (PIU) under Swachh Bhart Mission (Urban) from eligible bidders having experience as indicated in the RFP document. Interested bidders are requested to download the RFP document from e-tenders portal government of Uttarakhand between the said dates. Pre-bid meeting is scheduled at 2:30 pm on 16.05.2023. Any Addendum/Corrigendum including date of extension will be uploaded only on www.uktenders.gov.in. The Municipal Commissioner have right to cancel tender at any stage without giving any reason. The last date for online submission of bids is 24.05.2023 at 2:00PM.		
Municipal Commissioner, Nagar Nigam Dehradun		

**Copy to:**

1. Honorable Mayor Nagar Nigam Dehradun for kind information.
2. Editor Daily News Paper Hindustan Hindi (Uttarakhand)/Pioneer English (Uttarakhand & Delhi NCR) to publish the tender advertisement in minimum space as per reasonable rate for Nagar Nigam Dehradun.
3. 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.

Municipal Commissioner  
Nagar Nigam Dehradun

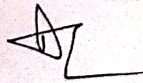





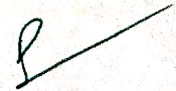
RFP for Selection of Agency for the Establishment of  
Project Implementation Unit (PIU) Under Swachh Bharat  
Mission (Urban) for Nagar Nigam Dehradun

Invited by –

Nagar Nigam Dehradun  
New Rd, near Doon Hospital, Racecourse,  
Dehradun, Uttarakhand 248001, India

  
( अमित जैन )  
वित्त नियंत्रक  
नगर निगम, देहरादून

  
सहायक नगर आयुक्त  
नगर निगम, देहरादून

  
नगरपालिका प्रमुख  
नगर निगम देहरादून



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### Tender Schedule

Date of downloading tender document	From 2:00 PM on 04.05.2023
Pre-proposal meeting	at 2:30 PM on 16.05.2023
Last date for seeking clarification, if any	Up to 2:00 PM on 15.05.2023
Start date and time for uploading of proposal in e-Procurements platform	Up to 2:00 PM on 17.05.2023
Last date and time for uploading of proposals (both Technical and Financial) in e-Procurements platform	Up to 2:00 PM on 24.05.2023
Time and date of opening of Technical proposal	at 4:00 PM on 24.05.2023
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





## 1. Definitions

In this tender document, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to them herein below:

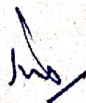
1. "IEC" means Information Education Communication.
2. "NND" means Nagar Nigam Dehradun.
3. "Bid/Proposal" means the proposal submitted by the Bidder(s) in response to this tender in accordance with the provisions hereof including Technical Proposal and Financial Proposal along with all other documents forming part and in support thereof as specified in this tender document.
4. "Bidder" means a Firm or Agency or the supplier or service provider.
5. "Earnest Money Deposit (EMD)" means Security furnished by the Bidder.
6. "Bid Process" means the process of selection of the Successful Bidder through competitive bidding and includes submission of Proposals, scrutiny and evaluation of such Bids as set forth in the tender document.
7. "Completion Certificate/GO Live Certificate" means the certificate issued by the Authority upon successful installation and demonstration of all functionalities as specified in the tender document. The Authority shall issue Go Live Certificate separately for each release.
8. "Deadline for Submission of Bids/ Proposal" or "Proposal Due Date/Bid Due Date" shall mean the last date and time for receipt of Bids as set forth in 'Invitation for Proposal' of this tender or such other date / time as may be decided by authorized person in its sole discretion and notified by dissemination of requisite information.
9. "Agreement" means the legal agreement including, without limitation, any and all Appendix thereto, which will be entered into between NND and the Successful Bidder. The terms of this tender, along with any subsequent amendments at any stage, shall become part of this Agreement.
10. "Selected Bidder" shall mean the Bidder who has emerged as preferred bidder in terms of this RFP and has been issued the Work Order/Letter of Acceptance (LoA) by NND and awarded the work under this tender.
11. "Letter of Acceptance" or "LoA" means the letter issued by NND to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions (T&C) set forth in the RFP and any subsequent amendments thereof.
12. "Performance Guarantee" or "Security Deposit" shall mean the Bank Guarantee furnished by a successful Bidder for punctual and due performance of its duties as per terms and conditions of this RFP.
13. Corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI(Letter of Interest) or has dealt with matters concerning the Agreement or arising there from, 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 the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection



Process); or (ii) such as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA/work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;



14. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process or process after the issue of the LOA/work order or after the execution of the Agreement, as the case may be.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this section.





## 2. Notice Inviting Online Tender/RFP

	<p><b>Nagar Nigam Dehradun</b> RFP for Selection of Agency for the Establishment of Project Implementation Unit (PIU) Under SBM (U) for Nagar Nigam Dehradun</p> <p>[Tender/RFP Notice No.: 378/SBM/2023-24] Date</p>	 भारत 2023 INDIA वैश्विक कुटुम्बकम् ONE EARTH • ONE FAMILY • ONE FUTURE
This RFP Document is being published by Nagar Nigam Dehradun for Selection of Agency for the Establishment of Project Implementation Unit (PIU) Under SBM (U) for Nagar Nigam Dehradun, Uttarakhand, India		
Bid Fee (Non-refundable)	• ₹ 5,000 + ₹ 900 (18% GST) = ₹ 5,900/- (Five Thousand and nine hundred only)	
EMD	• ₹ 1,50,000/-	
Date of Downloading tender documents	• 05 <sup>th</sup> May 2023 from 2:00 PM	
Start date of submission of proposal on the tender portal	• 17-05-2023 from 2:00 PM	
Pre-Bid Meeting	• The Prebid Meeting shall be on 16-05-2023 at 2:30 PM, in the Office of the Nagar Nigam	
Last date to submit the Pre-Bid Queries	• By email to <a href="mailto:nagarnigam.ddn@gmail.com">nagarnigam.ddn@gmail.com</a> on or before 15-05-2023	
EMD & Bid fee Submission	• Tender fees - To be paid in form of Demand draft in favor of Nagar Nigam Dehradun, payable at Dehradun. From a nationalized bank. • Earnest Money Deposit - in the form of Demand Draft or FDR in favor of Senior finance officer, Nagar Nigam Dehradun, payable at Dehradun from a nationalized bank in India. • The EMD and Tender fees can also be paid through internet banking via NEFT on the bank details as below <ul style="list-style-type: none"><li>• Beneficiary name – Nagar Nigam Dehradun</li><li>• Bank name – Union Bank of India</li><li>• Account number: 543902010007132</li><li>• Branch – Nagar Nigam</li><li>• Address – Nagar Nigam Dehradun Branch</li><li>• IFSC: UBIN0554391</li><li>• GST No: 05MRTN00369FID8</li><li>• PAN: AAALN0273G</li></ul>	
Online Technical/Price Bid End Date	• To be submitted online only on <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> on or before 24-05-2023 at 2:00 PM.	
Technical Bid Opening date	• 24-05-2023 at 4:00 PM	
Financial Bid opening	• To be intimated later.	
The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.		
Municipal Commissioner Nagar Nigam Dehradun		

The selection of Agency for appointment shall be based on QCBS Method (70:30). Technical Evaluation of only those agencies shall be opened who fulfil the pre-qualification criteria. Financial



Bids of the agencies who secure more than 70% in the technical evaluation shall only be opened.





### 3. General Instructions of the Tender

1. The Tender/RFP Document can be downloaded from the website of <https://uktenders.gov.in>
2. Tender/RFP should be filled in ONLINE clearly indicating the figures and value in words.
3. The tender/RFP in format prescribed should be submitted duly filled in and digitally signed.
4. The tender/RFP in any other form will not be considered.
5. Online tender/RFP is invited from interested and reputed consultancy service providers having experience for providing support to ULBs/Govt. Subsidiaries/Departments for National/International programmes.

#### 6. Contract Period:

Initially for One year, extendable for one year, subject to satisfactory performance of the firms during the contract period.

#### 7. Tender/RFP Document & Earnest Money Deposit:

The bidder must submit the tender/RFP fee of ₹5,000 + ₹900 (18% GST) = ₹5,900.00/- to be paid in form of Demand draft in favor of "Nagar Nigam Dehradun, payable at Dehradun, from a nationalized bank. And submit EMD (Earnest Money Deposit) ₹ 1,50,000/- to be paid in form of Demand draft in favor of Senior Finance Officer, Nagar Nigam Dehradun, payable at Dehradun from a nationalized bank in India. The tender fees and EMD can also be paid via bank transfer (NEFT), the details of bank account have been given in the Notice inviting tender. The tender/RFP document fee is non-refundable, non-adjustable and non-transferable and The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security Deposit according to conditions stipulated in the bid document.

#### 8. Security Deposit

- a) The Selected bidders must deposit the requisite amount of Security Deposit within the stipulated date specified in the acceptance letter.
- b) The approved firm shall deposit the Security Deposit in the form of Demand Draft only in favor of "Commissioner, Nagar Nigam Dehradun" by any Nationalized Bank of Dehradun City only.

#### 9. Performance Guarantee:

The successful bidder is required to submit a deposit an amount of 5% of the value of the contract as the Performance guarantee. The PG can be submitted in the form of FDR or Bank Guarantee in favor of the Nagar Nigam Dehradun.

#### 10. Disqualification of Tender/RFP

Tender/RFP shall be disqualified and will not be considered at all if -

- a) The Earnest Money is not deposited in the manner specified as per item No.7
- b) The detail is filled in a language other than English.





- c) The successful tenderer / bidder does not agree to place Security Deposit [SD] as specified in as well as mentioned in the Notice of Award of Contract [Work / Purchase order] for due performance.
- d) The validity period of tender / bid / proposal is less than 120 days from the actual date of opening of tender.
- e) Submission of tender without tender fees/E.M.D.
- f) Conditional offers or vague offers.
- g) Rates have been shown elsewhere than online price bid.
- h) Items with changes/deviations in the specification/standard packing/quality.
- i) Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
- j) All Documents are well scanned and should be readable. Un-Readable documents may Leads to disqualification.
- k) Demand Draft for EMD & Tender fee is not submitted in electronic format while uploading the bid.
- l) Any / Other documents in supporting of bid shall not be in electronic format (scanned copy) only through online.





#### 4. Procedure for Submitting Online Tender

1. The tender documents shall be downloaded from website: <https://uktenders.gov.in> and should design all Annexures and all attested proof related to annexures have been submitted online by scanning on website: <https://uktenders.gov.in>
2. Period of downloading & online submission of tender dated from XXXXXXXXXXXXXXX
3. Late/delayed offers shall not be opened / entertained under any circumstances. The firm should fulfil all other essential conditions/requirements mentioned in this document.
4. All documents in supporting of bid shall be submitted online in electronic format (scanned copy).
5. Demand Draft for EMD & Tender fee shall be submitted in electronic format (scanned copy) while uploading the bid as well as hard copy to be sent.
6. Demand Draft for EMD & Tender fee shall be paid in form of Demand Draft in favor of Senior Finance Officer, Nagar Nigam Dehradun, payable at Dehradun from a nationalized bank in India. The EMD and tender fees can also be paid through internet banking via NEFT on the bank details given in the notice inviting tender.





## 5. General Instructions

1. The Annual Rate Contracts concluded as a result of this Tender Inquiry shall be governed by the "Terms & Conditions" and other relevant instructions as contained in this Tender Document.
2. The prices/rates quoted online should be indicated in words as well as in figures and in INR only.
3. Tenderers are requested to quote their prices on a firm & fixed basis only for the entire period of the Rate Contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway.
4. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
5. Tenderers are requested to enclose a copy of their valid certificate of PAN No. with their tender.
6. All attending tenderers/bidders must take the party code for Depositing EMD / SD in Nagar Nigam Dehradun, if not having party code in Nagar Nigam Dehradun.
7. All tender documents uploaded with the invitation of tender are sacrosanct for considering any offer as a complete offer. Tenderers are, therefore, requested to ensure that all documents duly completed and signed are uploaded with their offer, failing which, the tender is liable to be treated as incomplete and ignored.
8. Tender Document can be downloaded from website <https://uktenders.gov.in/>
9. Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the Nagar Nigam Dehradun, the tender shall be opened on the next working day at the same timing.





## 6. Purpose

Authority seeks the services of an Agency, for Establishment of Project Implementation Unit (PIU) Under Swachh Bharat Mission (U). This document provides information to enable the Agencies to understand the broad requirements to submit their Proposals.

## 7. Availability of RFP Document

The document can be purchased from the departmental portal of NND on the website <https://uktenders.gov.in/> through e-payment only.

## 8. Validity of Application

The Application shall be valid for a period of not less than 120 days (One Twenty Days) from the Application Due Date hereinafter called "Application Validity Period". Authority reserves the right to reject any Application, which does not meet this requirement.

## 9. Amendment of RFP Document

All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP. The Agencies are advised to visit the e-tendering portal on regular basis to check for necessary updates. Authority also reserves the right to amend the dates mentioned in this RFP.

## Objective

Swachh Bharat Mission is a nationwide cleanliness campaign run by the government of India and initiated by the Prime Minister, Shri Narendra Modi on 2nd of October in 2014. This campaign has been launched to fulfil the aim of cleanliness all over India.

As per SBM (U) guidelines Nagar Nigam Dehradun (NND) aims to establish a Project Implementation Unit (PIU). The PIU is meant to be an operations unit working in tandem with the existing staff with focus on strengthening implementation of SBM. The focus of PIU is to enhance the pace and quality of implementation of the Mission activities. The PIU shall assist NND in carrying out following activities:

- To provide professional and technical inputs on the SBM (U) components
- Documentation work under SBM
- SBM MIS Data Entry and Maintenance
- Solid waste management IEC & Public awareness





## 10. General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's Country, or in such other country as may be specified in the Special Conditions of Contract (SC), in force from time to time.
- (b) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (c) "Client's Country" means the country of the borrower.
- (d) "Consultant" means any private or public entity including a Joint Venture that will provide the Services to the Client under the Contract.
- (e) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (f) "Day" means calendar day.
- (g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) "Foreign Currency" means any currency other than the currency of the Client's Country.
- (i) "Government" means the Government of the Client's Country.
- (j) "Joint Venture" means a Consultant which comprises two or more Partners each of which will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (k) "Local Currency" means the currency of the Client's Country.
- (l) "Partner" means any of the entities that make up the Joint Venture; and "Partners" means all these entities.
- (m) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both the parties.
- (n) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; "National Personnel" means such qualified persons who are citizens of the Client's Country.
- (o) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (p) "Services" means the work to be performed pursuant to this Contract, as



described in Appendix A hereto.

(q) "Sub-Consultant" means any person or entity to whom/which the Consultant subcontracts any part of the Services and for whom/which the Consultant is fully responsible.

(r) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

(s) "In writing" means communicated in written form with proof of receipt.

### **1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Furthermore, all reports and correspondence required during implementation of the Services shall be in English.

## **11. Obligations of the Consultant**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.

#### **3.2 Conflict of interest**

The NND considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under the NND/Government's Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that borrowers as well as consultants under NND's administered contracts, observe the highest standard of ethics, the NND will take appropriate actions to manage such conflicts of interest if it determines that a conflict of interest has flawed the integrity of the consultant selection, consultant engagement or performance of



Services under the Contract.

**3.2.1 Consultant Not to Benefit from Discounts**

(a) The payment to the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the NND's *Procurement Guidelines*, as amended from time to time and shall at all times exercise such responsibility in the best interest of the Client. Any discounts obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Client and shall be credited to the account of the Client.

**3.2.2 Consultant, and Sub-Consultants Not to Engage in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant as well as any Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from the Services.

**3.2.3 Prohibition of Conflicting Activities including pursuit of political agenda**

(a) The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any, personal, business or professional activities that would represent a conflict with the activities assigned to them under this Contract including but not limited to the pursuit of a political agenda in the Client's Country by way of writing, publication or circulation of propaganda, participation in protests or rallies or involvement in media broadcasts; (b) The Consultant shall notify the Client of all assignments or commitments, if any, that the Consultant has or propose to undertake for another party concurrently with the carrying out of this Contract and shall have obtained or shall obtain the prior written approval of the Client to undertake or complete the same in the absence of which the Consultant shall terminate any such assignment(s) or commitment(s) for such other party.

**3.3 Confidentiality**

Except with the prior written consent of the Client, neither the Consultant, the Sub-Consultant nor their Personnel shall at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, the Sub-Consultant or their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Liability of the Consultant**

(a) Subject to Clause GC 5.2, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to



equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.

(b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such Personnel.

(c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

(d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.

(e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1 provided, however:

(i) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;

(ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;

(iii) that Consultant's liability under Clause GC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

(f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.

(g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or



recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of the Client.

**3.5 Accounting,  
Inspection and  
Auditing**

(a) The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the NND, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client or the NND as the case may be.

(b) The Consultant shall cooperate with and assist the Client, its authorized representatives and/or the NND making such an audit. Out of pocket expenditures covered by fixed sums, however, shall not be subject to audit pursuant to this Clause. In the event the audit discloses that the Consultant has overcharged the Client, the Consultant shall immediately reimburse the Client the amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Client (or, as the case may be, the NND) determines to constitute corrupt, fraudulent, collusive or coercive practices as defined in the Government's *Guidelines as applicable*.

**3.6 Consultant's Actions  
Requiring Client's Prior  
Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in this RFP.
- (b) Subcontracts: No Sub contracting is allowed in this RFP
- (c) Any other action that may be specified in the SC.

**3.7 Reporting  
Obligations**

(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in this RFP. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

(b) The Consultant shall on a monthly basis, submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous month compared to those specified in Scope of work.

**3.8 Documents Prepared  
by the Consultant to be  
the Property of the Client**

(a) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this



Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Client in its sole discretion may make such documents available to the public.

(b) The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.9 Equipment, Vehicles and Materials Furnished by the Client**

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**3.10 Equipment and Materials Provided by the Consultants**

Equipment or materials brought into the Client's Country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

**3.11 Specifications and Designs**

(a) The Consultant shall prepare all specifications and designs that may be required under the Contract using the metric system and so as to embody the latest design criteria and the Consultant shall specify standards that are accepted and well known among industrial nations.

(b) The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services provided under the Services are prepared on an impartial basis so as to promote international competitive bidding.


**4. Consultant's Personnel**

**4.1 General**

The Services shall be carried out by the Personnel specified in This RFP for the respective periods of time indicated therein.

**4.2 Replacement of Personnel**

(a) In the event that any of the Personnel is found by the Client to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client and the



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Consultant shall provide such replacement.

(b) Should it become necessary for the Consultant to replace any of the Personnel specified by name in this RFP, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications. In the event that the Personnel replaced are, at the time of replacement, in the field, the Consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration and reimbursable expenses allowable for such replacement shall be the same as agreed between the Client and the Consultant for the Personnel being replaced.

**4.3 Working Hours, Overtime, Leave**

(a) Working hours and holidays for Personnel are set forth in this RFP hereto. To account for travel time, International Personnel carrying out Services inside the Client's Country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's Country as is specified in this RFP hereto.

(b) The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in This RFP hereto, and except as specified in this RFP, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in This RFP. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**4.4 Adjustments to Personnel Schedule**

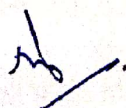
Subject to the prior approval of the Client in accordance with This RFP, the Consultant may make adjustment in the periods of time indicated, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in in the financial bid of successful bidder.

**4.5 Resident Project Manager**

When Services are carried out in the Client's country, the Consultant shall, at all times, ensure that there is a Project Manager acceptable to the Client to supervise and coordinate the operations of the Personnel in the field and to be responsible for liaison between the Consultant and the Client.

**4.5 Settlement of Disputes**

Any dispute in case arises between the parties shall be resolved amicably through communication between the parties.





## 12. Scope of Work

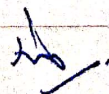
The Scope of Work broadly includes following:

### A - SBM (U) 2.0 & Swachh Survekshan, ODF+/ODF++/Water+ Certification

- Data collection, documentation, and maintenance of records with support of Nagar Nigam Dehradun SBM team.
- Analysis of SS-2022 short comings of Nagar Nigam Dehradun. Gap Analysis/Identification and Suggestions/Recommendation for improvement in present scenario
- Should provide support in City profile (As per MoHUA Guidelines)
- Assistance in documentation under SBM like upcoming Swachh Survekshan, GFC Star Rating Certification, ODF+/ODF++/Water+ Certification and Safai Mitra Suraksha Challenge.
- Support for preparing Municipal Documentation shall be provided, wherein; mandatory documents checklist and format structuring shall be briefed by the engaged team to ULB officials & other related stakeholders
- Indicator wise documents shall be prepared with the help of ULB officials of the concerned department based on the technical guidance given by the engaged team
- Guidance for preparation of Swachh Survekshan, Water+ and GFC documentation.
- Assistance in providing technical guidance in preparation of City Solid Waste Action Plan, City Sanitation Action Plan, IEC Action Plan, Capacity Building Action Plan, Dumpsite Remediation Plan, C&D Waste Management Plan, and overall proposition as per SBM (U) 2.0 guidelines.
- Maintaining and regularly updating SBM MIS and always ensuring availability of updated data, supporting, and answering data queries from various authorities
- Monthly MIS Data entry and management shall be done with continuous consultation of ULB officials
- Monthly MIS data update report shall be submitted by the AGENCY team
- On-field requirements and assessment criteria shall be briefed by AGENCY team
- Provide support in preparation of BID/tender documents, procurement of goods and services etc. related to SBM.

### B- Support in IEC activities related to SWM of the city.

- Responsibility for implementation of IEC activities as per requirement of SBM(U) 2.0.
- Create awareness among citizens for 100% Source segregation, home composting, Ban on Plastic, GVP, Complaint redressal system, Toll free number for Septic tank maintenance etc. adopted by NND with aim to make city garbage free.
- Execute Awareness and information campaigns, organize SBM thematic drives, meetings etc.
- Development of ULB level IEC action plan for different stakeholders.
- Assist in public awareness through FM / Radio, social media, Print Media, TV Channels, etc.
- Participation and collaboration with local social organizations, NGOs, youth clubs, religious leaders, retired defense personals etc.
- Responsibility for developing and implementing Social Media strategy to increase the online presence. Will be working closely with IEC and MIS experts.



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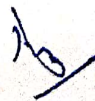


### C – Providing Support in day-to-day operations and management of activities related to SWM.

- Assessment, monitoring and providing solutions for efficient and complete coverage of segregated waste collection from all the wards of the city.
- Support in resource management and assessment required to increase the efficiency and efficacy of SWM related activities including road sweeping garbage collection, disposal etc.
- Support in management and monitoring of waste generated from BWGs in the city.
- Assessment and operational plan for collection and recycling of segregated waste including Plastic waste, wet waste, C&D waste. Biohazardous waste etc.
- Provide design support in development of IT solution for monitoring of day-to-day operations of SWM activities including dashboard creation, report generation, monitoring mechanism etc.
- Assessment and development of structure for provision of fines/penalties on violators related to waste management of the city including littering, providing mixed household waste etc.

### D – Providing support in development of processing plants relevant to waste management.

- Assessment of quantity and composition of waste generated in the city. provide solution for disposal of all types of waste generated in the city.
- Preparation of DPR and Bid documents for establishment of processing plants.
- Monitoring of daily operations of waste processing plants including creation of logbooks, attendance mechanism, grievance redressal mechanism etc.
- Provide any other handholding support related to establishment and operations of waste processing plants in the city.
- The consultant team shall be responsible for preparation and updating of plans required for waste management of the city.
- The consultant shall be responsible for assessment and preparation of plans including city sanitation plan, plastic waste management plan, plan for dumpsite remediation action plan, wet waste and decentralized composting implementation plan and any other relevant documents/ plans for waste management in the city.
- Provide technical support in implementation of the plans prepared by the consultants. The consultant must assess and provide implementation strategy including support in bid process management, engagement of stakeholders, financial assessment, and strategy for implementation of prepared plans.
- Preparation of service level benchmarks (SLBs) for all the services under SWM which shall be applicable to day-to-day operations and shall serve as Service level assessment (SLAs) in procurement of services for SWM plans.
- Provide support in training and capacity building of all the staffs of the ULB for efficient management of the services provided by the ULBs.
- Planning and execution support for setting up and execution of plans such as zero waste wards, setting up of MRFs, BWGs waste collection, micro level composting and other innovative solutions for waste management of the city.





### 13. Manpower Requirement

Sr. No.	Profile	Quantity	Experience, Qualification & other requirements	Qualifications
1	Team Lead	1	The team leader should have minimum 6 years of experience in working with ULBs/Development Authorities / Government entities/ Autonomous Organization(s) with work related to Project Management and overall experience of minimum 8 years.	Post-Graduate
2	Senior Consultant 1	1	Consultants should have minimum 4 years of experience in working with ULBs/Development Authorities / Government entities/ Autonomous Organization(s) with work relating Solid waste and wastewater management. i. Procurement Expert cum SWM expert	Post-Graduate
3	Support Consultant 1	1	Consultants should have minimum 4 years of experience in working with ULBs/Development Authorities / Government entities/ Autonomous Organization(s) with work relating (IEC & CB) as mentioned in the RFP document. i. Information Education Communication (IEC) / Behavior Change Communication (BCC) ii. Capacity Building Activities	Graduate / Post-Graduate
4	Support Consultant 2	1	The Support Consultant should have minimum 2 year of experience in working with ULBs/Development Authorities / Government entities/ Autonomous Organization(s) with work relating various components of Swachh Bharat Mission as mentioned in the RFP document. i. MIS expertise and Data Management expert	Graduate / Post-Graduate

Note: In case the deployed experts are being replaced during the contract duration due to non-performance or due to dis- continuity of the resource from the company, the firm must ensure timely replacement of the consultants with equal or better experience and qualification. Failing to provide the replaced consultant on time will incur penalty and non-billability of the consultant.

### 14. Project Implementation and Payment Schedule

Sr. No.	Activity	Timeline (in Months)	Payment Milestone
1	Project Kick off (acceptance of work order)	T + 0	
2	Deployment of Manpower for 1 Year	T +12	(To be paid in equal quarterly instalments)



## 15. Criteria for Evaluation

### Evaluation Process

The technical proposals submitted by Agencies shall be evaluated by the Evaluation Committee constituted by Authority. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The Evaluation Committee constituted by Authority shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Evaluation Committee.

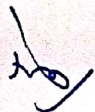
### Pre-Qualification Criteria

Upon verification of EMD and Tender fee/bid document fee, technical bid shall be opened by NND and test of responsiveness shall be done on following criteria.

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be: Registered in India under Companies Act 1956/2013 as amended from time to time and should be in operation for at least 3 years as on date of bid submission	<ul style="list-style-type: none"><li>Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013</li></ul>
2	Turnover	The Bidder should have an average annual turnover of INR ₹1.5 Crores per year (audited financial statements to be submitted) from SWM/SBM related technical / consultancy services (in India operations only). There should be positive Net Worth, in last three financial years (Financial year 2019-20, 2020-21 and 2021-22). Annual Turnover certificate is also permitted with the Certificate from Statuary Auditor OR Audited and Certified Balance Sheet & Profit/Loss Account for the last three (3) Financial Years.	<ul style="list-style-type: none"><li>Audited and Certified Balance Sheet and Profit/Loss Account for the last three (3) Financial Years OR</li><li>Certificate from Statuary Auditor for the last three (3) Financial Years</li></ul>



3	Experience	<p>The Agency should have Work Experience mentioned as follows for providing the consultancy services to any ULBs/Govt. agency in India during the last 5 financial years.</p> <ul style="list-style-type: none"> <li>• 1 Project: 1.2 Cr.</li> <li>• 2 Projects: 0.75 Cr each.</li> <li>• 3 Projects: 0.60 Cr each.</li> </ul>	Work Order / Copy of Work Progress
4	Blacklisting	<p>The bidder should not have been blacklisted or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. Self-certificated declaring that the bidder is not blacklisted to be enclosed</p>	Self-Declaration (duly signed by the authorized signatory)
5	Board Resolution / Power of Attorney in favor of Authorized Signatory	<p>A Board Resolution or Power of Attorney, in the name of the person executing the bid, authorizing the signatory to sign on behalf of the Bidding entity.</p> <p>The person issuing the Power of Attorney shall possess Board Resolution in his favor for granting such rights.</p>	Power of attorney / board resolution to the authorized Signatory of the Bid
6	Certificate	<p>The bidding firm should have a valid ISO 9001 quality certificate</p>	Valid copy of certificate





## Technical Evaluation Criteria

Below is the table to evaluate technical evaluation of the bidder:

<b>A. BACKGROUND &amp; STANDING</b>				
<b>Sr. No.</b>	<b>Technical evaluation Criteria</b>	<b>Grading Criteria</b>	<b>Marking Category</b>	<b>Max Marks</b>
1	Experience of Bidder in Handholding and Documentation Preparation for Swachh Survekshan, GFC Star Rating and ODF/ODF+/ODF++/Water+ Certification under Swachh Bharat Mission for the year 2019/2020/2021 in any of the top 25 cleanest cities, under >10 lakh population category (minimum contract value INR 60 lakhs)	<ul style="list-style-type: none"> <li>• At least one city out of top 25 cleanest cities</li> <li>• At least one of the top 7 cities as per Survekshan Ranking</li> </ul>	15  20	20
2	Experience of Bidder in handling multiple projects in last 3 years with any Urban Local Body with more than 5 lakh of population for providing solid waste management projects which covers consultancy services in SWM activities, Field Activities, Reporting (minimum contract value INR 60 lakhs)	<ul style="list-style-type: none"> <li>• 1 Project</li> <li>• 2 Projects</li> <li>• More than 2 projects</li> </ul>	07 15 20	20
3	Experience of Bidder providing consulting services in implementation of SBM projects across PAN India and states of India.	<ul style="list-style-type: none"> <li>• 1 States</li> <li>• 2 -3 States</li> <li>• More than three States</li> </ul>	3 7 10	10
6	Experience of the bidder in Assessment, designing, procuring, and monitoring of processing plants related to SWM including Material recovery facility, dumpsite remediation, composting plants, Bio-gas plants etc.	<ul style="list-style-type: none"> <li>• 1 project</li> <li>• 2 or more projects</li> </ul>	7 10	10
4	Experience of the bidder in managing Bulk Waste Generators including segregated waste collection and plan for setting up wet waste composting systems.	<ul style="list-style-type: none"> <li>• 1 or more projects</li> </ul>	5	5
5	Experience of bidder in developing and managing door – to door collection of segregated waste including route rationalization and monitoring of Door-to-door vehicles through GPS based tracking systems	<ul style="list-style-type: none"> <li>• 1 or more projects</li> </ul>	5	5
<b>Total Marks</b>				<b>70</b>

20



To qualify for Technical Presentation, Bidder(s) will have to score minimum of 50 marks out of total marks (A) 70 in technical evaluation.

The bidder(s) who are qualified in technical evaluation will be called for technical presentation at NND. The Bidder needs to secure minimum 15 marks in Technical Presentation. Following are the evaluation criteria for calculation of technical presentation score.

B. Technical Presentation				
Sr. No	Description	Evaluation Criteria	Sub Marks	Max Marks
1	Technical Presentation to understand the capability of the bidder and knowing their expertise in Solid Waste	a. Past Projects executed by the firm: learnings and best practices to demonstrate ability to execute similar works	10	10
2	Management and Swachh Bharat Mission programme	a. Project understanding, Approach and Methodology based on past project and feasible for implementation in Dehradun.	10	10
		b. Work Plan & c. Manning Schedule	5 5	5 5
Total Marks				30





Price bid of only those bidders who obtain a Combined Technical Score (St) [Technical Evaluation (A+B) of 70 will be opened. If Bidder fails to secure minimum 15 marks in Technical Presentation, then Bidder will be disqualified.

## 16. Award of Contract

### Award Criteria

- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Agency to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Agency. The Agency shall bear all taxes (including GST), duties, fees, levies and other charges imposed under the Applicable Law as applicable. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are **weights assigned to Technical and Financial Proposal that will be 70:30** respectively.

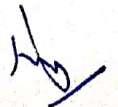
- Authority reserves the right to further negotiate the prices quoted by the successful Agency.
- Agency achieving the highest combined technical and financial score will be considered to be the successful Agency and will be issued the Letter of Acceptance (LoA).
- If there is more than one Agency achieving (combined technical and financial score) the equal score, Authority reserves the right to select the Agency(s) and that will be binding on all Agencies.

### Letter of Acceptance

Authority will notify the successful Agency in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LoA will constitute the formation of the contract.

### Signing of Contract

Authority shall notify the successful Agency that its bid has been accepted. The successful Agency shall enter into contract agreement with Authority within the time frame mentioned in the Letter of Acceptance issued to the successful Agency by Authority.





## 17. GST Clause

The bidders must provide the financial proposal exclusive of GST. The GST shall be paid separately as per the applicable laws laid by the government.





## 18. Leaves and Penalty Clause

### Leave

- During the contract period, the manpower engaged with Nagar Nigam Dehradun will be entitled for 1 Casual Leave (CL) and 1 Sick Leave (SL), for each month in addition to public holidays
- No offs will be provided while working on Second and fourth Saturday, Sunday and public holidays.

### Penalty

- Penalty will levy in following conditions-
  - Before prior notice manpower unable to provide service, penalty as per following will levy-
    - Team Lead: ₹4000/- Per Day
    - Senior Consultant: ₹3000/- Per Day
    - Junior/support consultant: ₹2000/- Per Day
  - Submission of assignment will not be done in the given time frame then ₹5000/- will belevied.
  - Maximum up to 20% penalty will be levied of the project cost.
  - Penalty will be deducted from the quarterly payment.





## Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the NND in relation to matters arising out of, or concerning the Selection Process. The NND shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The NND may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the NND or as may be required by law or in connection with any legal process.

## Clarifications

To facilitate evaluation of Proposals, the NND may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the NND for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NND may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the NND.

## APPOINTMENT OF PROJECT IMPLEMENTATION UNIT

### Indemnity

Project Implementation Unit shall, subject to the provisions of the Agreement, indemnify the NND, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

### Award of Project Implementation Unit

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the NND to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the NND may, unless it consents to extension of time submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.

### Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in the relevant section of this RFP. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.



## Commencement of Assignment

Project Implementation Unit shall commence the Services at the Projects it within 7(seven) days of the date of the agreement or such other date as may be mutually agreed. If Project Implementation Unit fails to either sign the Agreement as specified or commence the assignment as specified herein, the NND may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions.

## Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the NND or submitted by an Applicant to the NND shall remain or become the property of the NND. Applicants and Project Implementation Unit, as the case may be, are to treat all information as strictly confidential. The NND will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by Project Implementation Unit to the NND in relation to Project Implementation Unit shall be the property of the NND.

## Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, experience relating to projects under Swachh Bharat Mission related to municipal waste management, municipal e-governance, smart cities (the "Eligible Assignments"). The Eligible Assignment shall demonstrate experience of technical assistance for project development, project implementation, project monitoring, project management or combination thereof.

## Fraudulent and Corrupt Practices

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the NND shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the NND shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NND for, *inter alia*, time, cost and effort of the NND, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

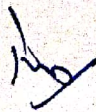
Without prejudice to the rights of the NND under Clause 4.1 hereinabove and the rights and remedies which the NND may have under the LOA or the Agreement, if an Applicant or Project Implementation Unit, as the case maybe, is found by the NND to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection



Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Project Implementation Unit shall not be eligible to participate in any tender or RFP issued by the NND during a period of 2 (two) years from the date such Applicant or Project Implementation Unit, as the case may be, is found by the NND to have directly 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.

For the purposes of this Clause, 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 action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NND who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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 the NND, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Project Implementation Unit/ adviser of the NND in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the NND with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.





## PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the NND, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the NND. The NND shall end or to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## MISCELLANEOUS

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the NND has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The NND, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the NND by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NND, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

All documents and other information supplied by the NND or submitted by an Applicant shall remain or become, as the case may be, the property of the NND. The NND will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.



The NND reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.





## 19. Annexure 1: Guidelines for Pre-Qualification Proposal

### Annexure 1.1: Checklist for Pre-Qualification Proposal

Sr. No.	Documents	File Name / Page reference No.	Submitted (Y/N)	Description
1	Proof for Submission of Tender Fee and EMD			
2	Bid Cover Letter (Annexure 1.2)			
3	Bidding Firm Details (Annexure 1.3)			
4	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013			
5	Board Resolution / Power of Attorney in favor of Authorized Signatory			
7	ISO 9001 Quality Management Certificate			
8	Turnover <ul style="list-style-type: none"> <li>Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years as on date of submission of bid</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>Certificate from Statuary Auditor for the last 3 (Three) Financial Years as on date of submission of bid</li> </ul>			
9	Self-Declaration as per Annexure 4			
10	Work Order / Copy of Work Progress / Completion Certificate			
11	PAN, GST certificate			

*[Handwritten signature]*



## Annexure 1.2: Bid Cover Letter

(To be submitted on the letterhead of the bidder)

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

To  
The Commissioner  
Nagar Nigam Dehradun

Subject: Bid for "Request for Proposal for selection of Agency for Establishment of Project Implementation Unit (PIU) Under Swachh Bharat Mission (U) for Nagar Nigam Dehradun"

Ref No:

Dear Sir,

With reference to your "Request for Proposal for selection of Agency for Establishment of Project Implementation Unit (PIU) Under Swachh Bharat Mission (U) for Nagar Nigam Dehradun", we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- I. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidder for providing services.
- II. We have submitted EMD of INR [ ] and Tender fee of INR [ ] online through e-Tendering Portal (<https://uktenders.gov.in>),
- III. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- IV. We agree to abide by our offer for a period of 120 days from the date of opening of pre-qualification bid prescribed by AUTHORITY and that we shall remain bound by a communication of acceptance within that time.
- V. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- VI. In the event of acceptance of our bid, we do hereby undertake:
  - a. To commence services as stipulated in the RFP document
  - b. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- VII. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.





- VIII. We understand that the AUTHORITY may cancel the bidding process at any time and that AUTHORITY is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- IX. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact \_\_\_\_\_ email at \_\_\_\_\_

Thanking you,  
Yours sincerely,  
For \_\_\_\_\_

{Seal & Signature}

Name:  
Designation:  
Date:  
Place:  
Address:





### Annexure 1.3: Bidding Firm Details

Sr. No.	Information	Details
1	Name of Bidding firm:	
2	Address and contact details of Bidding firm:	
3	Company Year of Incorporation	
4	Web Site Address	
5	Status of Company (Public Ltd., Private Ltd., etc.)	
6	Company's GST Registration No.	
7	Company's Permanent Account Number (PAN)	
8	Company's Revenue for the last 3 years (Year wise) 2019-20, 2020-21, 2021-22.	
9	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10	Telephone number of contact person:	
11	Mobile number of contact person:	
12	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response





## 20. Annexure 2: Guidelines for Technical Proposal

### Annexure 2.1: Checklist for Technical Proposal

Sr. No.	Documents	File Name / Page reference No.	Submitted (Y/N)	Description
1	Technical Bid Cover Letter (Annexure 2.2)			
2	Annual: [Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years OR Certificate from Statuary Auditor for the last 3 (Three) Financial Years]			
4	Work Order / Copy of Work Progress / Completion Certificate			
5	Manpower CV as per world bank format			
6	Approach & Methodology and Work Plan			





## Annexure 2.2: Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

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

To  
The Commissioner  
Nagar Nigam Dehradun

Sub: Request for Proposal for "Request for Proposal for Agency for Establishment of Project Implementation Unit (PIU) Under Swachh Bharat Mission (U) for Nagar Nigam Dehradun"

REF No.:

Dear Sir,

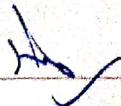
Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the solution / professional services as required and outlined in the RFP for "Request for Proposal for Agency for Establishment of Project Implementation Unit (PIU) Under Swachh Bharat Mission (U) for Nagar Nigam Dehradun".

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Solution / Professional Services in "Request for Proposal for Agency for Establishment of Project Implementation Unit (PIU) Under Swachh Bharat Mission (U) for Nagar Nigam Dehradun", put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and Nagar Nigam Dehradun.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Nagar Nigam Dehradun as to any material fact.



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We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,  
Yours sincerely,

For \_\_\_\_\_

{Seal & Signature}

Name:

Designation:

Date:

Place:

Address:





### Annexure 2.3: Format for Project Experience

Item	Detail	Attachment Ref. Number
Name of the project		
Client for which the project was executed		
Name and contact details of the Client		
Duration of the project (no. of months, start date, completion date, current status)		
Other Relevant Information		
Work Order / Copy of Work Progress / Completion Certificate		





## 21. Annexure 3: Guidelines for Financial Proposal

### Annexure 3.1: Financial Proposal Cover Letter

(To be submitted on the Letterhead of the responding firm)

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

To  
The Commissioner  
Nagar Nigam Dehradun

Subject: Request for Proposal for Agency for Establishment of Project Implementation Unit (PIU)  
Under Swachh Bharat Mission (U) for Nagar Nigam Dehradun

REF No.: .....

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Service Level Agreement & in conformity with the said bidding document for the same.

- I. I / We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- II. I/We undertake to successfully operationalize as per scope of work mentioned in the RFP document.
- III. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by Nagar Nigam Dehradun.
- IV. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- V. I / We agree to abide by this bid for a period of 120 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- VI. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- VII. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the RFP document and submit that we have not submitted any deviations in this regard.

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In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Thanking you,

Yours sincerely,

For \_\_\_\_\_

{Seal & Signature}

Name:

Designation:

Date:

Place:

Address:





### Annexure 3.2: Financial Proposal Format and Instructions

- Financial Bid is to be submitted online only.
- The financial Bid if submitted physically along with Bid Fee & EMD leading to revelation of prices before the due date of opening of the financial Bid will lead to disqualification.
- Rates quoted should be excluding GST. Applicable GST shall be paid to the successful bidder.

Sr. No.	Head	Amount (In INR) per annum	Amount (In Words)
1	Total Project Cost		





## 22. Annexure 4: Self Declaration for Blacklisting

(To be submitted on the Letterhead of the Bidder)

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

To  
The Commissioner  
Nagar Nigam Dehradun

Subject: Declaration for not being debarred / black-listed by Central / any State Government  
department in India as on the date of submission of the bid

REF No.:

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_  
is not debarred / black-listed by any Central/State Government/ PSU entity in India or similar agencies  
globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business  
practices or for any other reason as on last date of submission of the Bid. In the event of any deviation  
from the factual information/ declaration, Nagar Nigam Dehradun reserves the right to reject the Bid  
or terminate the Contract without any compensation to the successful bidder.

Thanking you,  
Yours sincerely,

For \_\_\_\_\_

{Seal & Signature}



Name:  
Designation:  
Date:  
Place:  
Address:



23. Annexure 5: Format for Annual Turnover

Financial Year	Financial Information		
	3 <sup>rd</sup> last Financial Year – 2019-20	2 <sup>nd</sup> last Financial Year 2020-21	Last Financial Year 2021-22
Annual Turnover (in ₹)			
AVERAGE ANNUAL TURNOVER			





## 24. Annexure 6: Power of Attorney

(On ₹300/-Non-Judicial Stamp Paper of Uttarakhand Govt.)

Know all persons by the represents, we, *[Name of Consultant/Consultants and address of its registered office]*, do here by constitute, appoint and authorize Mr./Ms *[Name and residential address]*, who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal/Proposal for *[name of the project/assignment]*, including signing and submission of all documents and providing information/responses to *[designation of procuring entity]* in all matters in connection with our Proposal/ Proposal for the said Assignment.

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

Dated \_\_\_\_\_ Accepted.

{Signature of Attorney}

Name:

Designation:

For \_\_\_\_\_.

Signature of Consultant/Consultants

Name

Designation

Corporate Seal



## 25. Specimen of Contract Agreement

(Draft of Contract Agreement, Subject to Change at the time of Execution)

(₹ 300/- Non-Judicial Stamp Paper of Uttarakhand Govt.)

Affix Recent  
Passport Size  
Photograph

This agreement made on the day of \_\_\_\_\_ between The Commissioner, Nagar Nigam Dehradun – Dehradun Uttarakhand (hereinafter called the “**Authority**”) of the FIRST PART and <<Name of Bidder>> having its registered office at <<Address of the company where registered>> (hereinafter called “**Successful Bidder**” of the SECOND PART) through <<Name of Authorized Representative>>, empowered to sign and execute the agreement as the SECOND PART which shall include successors assigns.

Whereas the FIRST PART the Authority is desirous in view of a tender/RFP notice no. XXXXXXXXXXXXXXXXXXXX that the services as per the financial quote in the proposal submitted by the bidder should be provided by the SECOND PART. <<Approving Authority>> of the Authority by its resolution no. \_\_\_\_\_ dated \_\_\_\_\_ has accepted a tender of the Successful Bidder for the work for Printing, Supply and/or Installation of Publicity Materials for the sum of Rs. \_\_\_\_\_ + GST for a period of \_\_\_\_\_ years.

AND WHEREAS the work has been awarded to the SECOND PART vide letter no. \_\_\_\_\_, dated \_\_\_\_\_. AND WHEREAS the SECOND PART has agreed for the work of Printing & Supply of Pamphlets/Posters/Banners with images & text vide its bid.

Now this agreement witnessed as follows:

- The following documents shall be deemed to form part and be read and considered as part of this agreement viz-
  - a) The said Request for tender/RFP notice no. XXXXXXXXXXXX of the FIRSTPART
  - b) Addendum & Corrigendum to the RFP (if any)
  - c) Technical/ Financial Proposal submitted by the SECOND PART
  - d) “Letter of Acceptance” (LOA) issued by FIRST PART
- In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinabove referred to.
- The SECOND PART will deliver the Scope of Work/Services as detailed in the tender/RFP notice no. XXXXXXXXXXXXXXXXXXXX
- This RFP and all the terms and conditions laid in the RFP shall be the integral part of this agreement.
- In consideration of the payments to be made by the Authority, the FIRST PART to the Successful Bidder, the SECOND PART as hereby covenants with the Authority to provide services and deliverables in conformity to the bid documents referred as per the tender documents. In case of failure of the Successful Bidder to deliver the products/services, the Authority is authorized to get the work done from third party at the cost and risk of the SECOND PART.



- The Authority and the Successful Bidder shall make payments to either party in accordance with the provisions of the Request for Proposal. All other terms and conditions shall be as per the tender documents.
- The contract shall be governed by the Laws in India and shall be subject to the **Jurisdiction of Dehradun.**

IN WITNESS WHEREOF the parties mentioned hereinbefore cause this agreement to be signed and hereunto set their respective hands and seals through their authorized representatives on the day, month and year first above written at Dehradun.

In presence of:

1. Witness \_\_\_\_\_  
Name \_\_\_\_\_

For and on behalf of  
\_\_\_\_\_  
<<Name>>  
Designation of Authorized Representative

2. Witness \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
<<Name>>  
Designation of Authorized Representative

1. Witness \_\_\_\_\_  
Name \_\_\_\_\_

For and on behalf of  
Successful Bidder

2. Witness \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
<<Name>>  
Designation of Authorized Representative

Sealed with the Common Seal of the Nagar Nigam  
Dehradun in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

MEMBERS,  
STANDING COMMITTEE  
NAGAR NIGAM DEHRADUN

