



# Nagar Nigam Dehradun

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Letter no.....186(4)

Date.....20/5/23



## Nagar Nigam Dehradun

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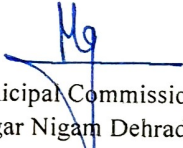
### E-tenders Notice (Re-tender)

NND invites Request for Proposal (RFP) for Supply of Garbage Compactor Bins for Nagar Nigam Dehradun. E-tenders are invited under two bid systems i.e. Technical Bid and Financial Bid. Interested agencies/Prospective bidders are advised to submit their bids by visiting the Govt. of Uttarakhand e-procurement portal <http://www.uktender.gov.in>. Bids will be accepted as e-tender. Interested bidders can also go through the details of RFP/Tender document in our official website [www.nagarnigandehradun.com](http://www.nagarnigandehradun.com) and [www.uktenders.gov.in](http://www.uktenders.gov.in). Pre-bid meeting is scheduled at 2:30 pm on 29-05-2023. Any Addendum/Corrigendum including date of extension will be uploaded only on [www.uktenders.gov.in](http://www.uktenders.gov.in). The Municipal Commissioner have right to cancel tender at any stage without giving any reason. The last date for submission of bids on 08-06-2023 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 Tender in official website of Nagar Nigam Dehradun and E-procurement portal of State Government.

  
Municipal Commissioner  
Nagar Nigam Dehradun



# Nagar Nigam, Dehradun

(Nagar Nigam, Dehradun )

No.....

Dated..../..../2023

## Letter of Invitation

**Project Title: Request for Proposal (RFP) for Supply of Garbage Compactor Bins for Nagar Nigam Dehradun.**

Dear Mr./Ms.....

1. Nagar Nigam Dehradun (hereinafter called "Issuing Authority") invites willing bidders/entities for selection of Service Providers for **Request for Proposal (RFP) for Supply of Garbage Compactor Bins for Nagar Nigam Dehradun.**

2. Issuing Authority hereby invites the proposals from bidders/ entities for **Request for Proposal (RFP) for Supply of Garbage Compactor Bins for Nagar Nigam Dehradun.** Further details regarding the Scope of Work are provided in the Scope and Terms for Supply and Services in this RFP document.

3. The RFP includes the following documents:

Section 01 - Instructions to the bidders (ITB)

Section 02 – Conditions of Contract

Section 03 – Annexure

4. The participating bidder will be selected as per the stipulated procedure and the conformity of the proposal with the requirement of the RFP. This RFP is being issued on no commitment basis and Issuing Authority reserve the right to withdraw this RFP at any time without assigning any reasons.

Your's sincerely

Municipal Commissioner  
Nagar Nigam Dehradun

## DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether in documentary or any other form by or on behalf of the Urban Local Body (ULB) of State Government of Uttarakhand is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Technical and Financial bids pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nagar Nigam Dehradun, ULB of State Government of Uttarakhand in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require in respect of technical specifications contained in the RFP Documents, may not be complete, accurate, and adequate or correct in respect of above. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the participating agencies is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Project Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Project Authority make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or ToR, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.
5. The Project Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. The Project Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
6. Issuance of this RFP does not imply that the Project Authority is bound to select a bidder or to appoint the selected agency or bidder, as the case may be, for the Project and the Project Authority reserves the right to reject all or any of the Bidder or bids without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Project Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the bidder and the Project Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the bids, regardless of the conduct or outcome of the Bidding Process.



**Subject: Request for Proposal (RFP) for Supply of 50 No. CP bins for Nagar Nigam Dehradun.**

Date of downloading tender document	From 4:00 PM on 22/05/2023
Pre-bid meeting	at 2:30 PM on 29/05/2023
Last date for seeking clarification, if any	Upto 2:00 PM on 28/05/2023
Start date and time for uploading of Proposals (Technical & Financial) in e-Procurements platform	Upto 2:00 PM on 01/06/2023
Last date and time for uploading of Proposals (Technical & Financial) in e-Procurements platform	Upto 2:00 PM on 08/06/2023
Time and date of opening of Technical proposal	at 3:00 PM on 08/06/2023
Presentation	To be intimated later
Time and date of opening of Financial proposal	To be intimated later
Place of Pre-bid meeting, opening of proposals and Address for communication	Nagar Nigam Dehradun Near Doon Hospital, New Road, Dehradun District- Dehradun, Uttarakhand-248001



**I. Instruction to Bidder (ITB)**

1. **Background of Assignment:** Nagar Nigam Dehradun maintains street sweeping and door to door collection of waste in Capital City of Uttarakhand State consist of 100 wards. The entire Nagar Nigam Dehradun area divided into 5 zones. NND have to requirements of Garbage compactor lifter bins of volume 1100 Ltrs (1.1 Cum), the bins shall be capable of handling with Truck Mounted Refuse Compactor shall meet the technical specification as per RFP.
2. Keeping the view, Nagar Nigam Dehradun Requests for Proposal (RFP) through e-procurement portal for selection of bidders for **Supply of bins 1100 Ltr. Capacity including freight up to Nagar Nigam Dehradun** as per details given in this tender in accordance with Uttarakhand Procurement Rules, 2017.
3. **Scope of Work:** 1- Ensure timely supply of CP bins size – 1.1 cum .2- Ensure supply of good quality & durable product as per the technical specification. 3- Post supply warranty for one year. 6- The Container construction shall be pressed steel section for ensuring adequate structural strength required for handling with the compactor bin lifter. 7- Product must have base material of mild steel. Technical Specifications and Detailed Scope of Work / Services are given before supply enclosed as **enclosed – A**
4. **Eligibility-cum-Qualification Criteria:**
  - i) Should be a legal entity as per Indian Law.
  - ii) Should have been in existence for minimum three years as on the last date for proposal submission.
  - iii) Only Manufacturers or their authorized representative/agent/dealer are eligible. Only one authorized representative or agent or dealer is permitted for each manufacturer.
  - iv) Should have legal GST registration. GST Registration copy and valid PAN Card of both shall be submitted with bid.
  - v) Should have relevant ISO certificate.
  - vi) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure – 8.
  - vii) Affidavit as per format provided in Annexure – 10.
  - viii) Affidavit regarding previous five years litigation history as per Annexure – 13
  - ix) The bidders should not have been black listed as on the last date of proposal submission by any Ministry / Department / ULBs/Under Taking of Government of India or any State or Union Territory Administration.
  - x) Manufacturer's authorization as per format (Annexure 12)
  - xi) Should have executed similar work successfully one Contract / work order of value not less than Rs.30 Lakh or two Contracts / work orders each of value not less than Rs.15 Lakh or three Contracts / work orders each of value not less than Rs. 10 Lakh (For above, similar work means supply of Garbage Compactor Bins 1100 Ltr (1.1 Cum) / supply SWM bins and related work. Completion certificate of the same issued by the concerned authority should be submitted)
  - xii) Should have achieved an Average annual turnover for any best three Financial Years during 2018-19, 2019-20, 2020-21 & 2021-22 of not less than Rs.30 Lakh only. (The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. But 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 Bidders.)
5. The bidders should submit along with the proposal, all relevant documents to establish their eligibility-cum-qualification criteria.
6. RFP fee of Rs.590 (Including GST 18%) to be paid as per details given under ITB Clause No. 7 (ii) before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**

7. **Earnest Money Deposit (EMD):**

- i) The EMD is Rs. 31650/- (Thirty One Thousand Six Hundred Fifty only) to be paid as per details given below before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**
- ii) The RFP fees and Earnest money in form of FDR/DD drawn in favour of Finance Controller, Nagar Nigam, Dehradun must be submitted along with the Proposal before submission of last date till 2.00PM.
- iii) Bank Guarantee as per format in Annexure – 11 for EMD will also be acceptable
- iv) The Earnest Money shall be returned to unsuccessful bidders within a period of thirty (30) days from the date of announcement of the Successful bidder. The Earnest Money submitted by the Successful bidder shall be released upon furnishing of the Performance Security.
- v) The Successful Bidder'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.
- vi) The Earnest Money shall be forfeited in the following cases:
  - (a) If the bidders 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 Nagar Nigam Dehradun.
- vii) EMD of lesser value shall be summarily rejected as non-responsive.
- viii) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20<sup>th</sup> August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).

#### 8. Proposal Preparation Cost:

The bidders shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. Nagar Nigam Dehradun will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

#### 9. Clarifications:

Bidders having any clarification on the RFP document should be submit in Light Section, Nagar Nigam, Dehradun office. (Contact Person – Dr. Avinash Khana, Chief Medical Health Officer Mobile – 9412142022).

- i) To assist in the process of evaluation of proposals, Nagar Nigam Dehradun may, at its sole discretion, ask any Service Provider 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) Nagar Nigam Dehradun reserves the right to independently verify by a team of Officers of Nagar Nigam Dehradun or independently facts and figures provided in the documents submitted by the bidders; 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 Bidders do not fill up the information properly, Nagar Nigam Dehradun has a right to reject such proposals.

#### 10. Amendment of Proposal:

- i) At any time prior to the proposal due date, Nagar Nigam Dehradun 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](http://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, Nagar Nigam Dehradun may, at its own discretion, extend the proposal due date.

#### 11. Validity of Proposal:

- i) The proposal shall be valid for not less than 120 (one hundred and 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, Nagar Nigam Dehradun may request that the Service Providers extend the period of validity for a specified additional period. A Service Provider may refuse the request without forfeiting its Earnest Money. The proposal of any Service Provider refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Service Provider 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.

#### 12. Pre-Bid Meeting:

- i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Bid meeting will be held on the date, time and place indicated in the RFP Schedule given on Page no. 3 of this document. Attendance of the bidders at the Pre-Bid 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- meeting, the bidders will be free to seek clarifications and make suggestions for consideration of Nagar Nigam Dehradun. Nagar Nigam Dehradun 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.
13. Bidders may note that Nagar Nigam Dehradun 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 Service Providers will be unconditional and unqualified and the Service Providers 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.
14. No interpretation, revision, or other communication from Nagar Nigam Dehradun regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).

#### 15. Format and Submission of Proposal:

- i) Service Providers would provide all the information as per this proposal and in the specified formats. Nagar Nigam Dehradun 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 – 12
- 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.**
- v) Financial proposal folder:  
As per BoQ in the financial folder.
- vi) The Service Provider shall prepare and submit online through website: [www.uktenders.gov.in](http://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](http://www.uktenders.gov.in) only.  
**Submission of Proposals through any other mode is not acceptable and shall be rejected.**  
Nagar Nigam Dehradun, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website:

- 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. The Service Provider is expected to examine all instructions, forms, terms, and specifications in the RFP 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 Bidders' risk and may result in rejection of its proposal.
- ix) The (a) **Original Power of Attorney** (as per format), (b) **Original Affidavit** (as per format) (c) **Original affidavit for litigation history** (as per format) and (d) **Manufacturer's Authorization Letter** shall be submitted in person or through registered post / speed post / courier to Health Section of Nagar Nigam Dehradun, Near Doon Hospital, New road, Dehradun District – Dehradun, Uttarakhand-248001, before technical proposal opening. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. **In case these original documents are not received within the stipulated time, the proposal shall be summarily rejected. No other original documents are required at this stage.**

**16. Modification and Withdrawal of Proposals:**

- i) The Service Provider 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.
17. Nagar Nigam Dehradun 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 Nagar Nigam Dehradun in respect of such proposals.
18. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

**19. Proposal Opening:**

- i) Bidder's representatives who choose to be present may attend the proposal opening.
- ii) If the office happens to be closed on pre-bid meeting or proposals' 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.**

**20. 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. Nagar Nigam Dehradun 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. Nagar Nigam Dehradun 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.

**21. Proposal Evaluation:**

- i) To assist in the examination, evaluation and comparison of proposals, Nagar Nigam Dehradun may utilize the services of consultant/s or advisor/s.
- ii) "Evaluation of Proposals will be done in stages, i.e., the bidders, who have necessary qualification and meet eligibility criteria given above shall be considered for further evaluation including examination of samples, submitted as part of technical proposal"
- iii) Thereafter, Financial Proposals of technically responsive bidders shall be opened and



Contract will be awarded for the **lowest evaluated Financial Proposal**. In case more than one bidder is found to have offered the lowest evaluated financial proposal, the bidder having higher / highest cumulative financial turnover during any best three financial years 2018-19, 2019-20, 2020-21 & 2021-22 will be declared as successful bidder.

- iv) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- v) Any conditional bid would be rejected.
- vi) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives, who may wish to be present in person or through video conference.
- vii) Proposals shall be deemed to be under consideration immediately after they are opened and until such time Nagar Nigam Dehradun makes official intimation of awards/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 Nagar Nigam Dehradun and or their employees/ representatives on matters related to the Proposals under consideration by any means.
- viii) Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12<sup>th</sup> July 2019.
- ix) With regard to eligibility and post-qualification criteria; and bidders responsiveness, the interpretation and decision of the Technical Evaluation Committee (Tender Scrutiny Committee of Nagar Nigam Dehradun) shall be final and binding on all Bidders.

## **22. Nagar Nigam Dehradun's Right to Accept or Reject Proposal:**

- i) Nagar Nigam Dehradun 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, at any time prior to awards of Work, without liability or any obligation for such acceptance, rejection or annulment.
- ii) Nagar Nigam Dehradun reserves the right to reject any proposal including that of the Preferred Service Provider if:
  - (a) At any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any bidders is established, the bidders may be blacklisted and /or appropriate legal proceedings may be initiated against such bidders as per the prevailing laws, OR
  - (b) The bidders does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- iii) If such disqualification/ rejection occurs after the Financial Proposals have been opened and the Successful bidders gets disqualified / rejected, then Nagar Nigam Dehradun reserves the right to:
  - (a) either invite the next lowest evaluated bidders to match the Financial Proposal submitted by the Successful Service Provider; OR
  - (b) take any such measure as may be deemed fit in the sole discretion of Nagar Nigam Dehradun, including annulment of the bidding process; OR
  - (c) Re-invite the Proposals.

## **23. Negotiation:**

Ordinarily no negotiation shall be done. However, in exceptional case where price negotiation is necessary due to some unavoidable circumstances, the same shall be resorted with the lowest evaluated responsive Service Provider.

## **24. Notifications:**

- i) Upon acceptance of the Financial Proposal of the Preferred bidders with or without negotiations, Nagar Nigam Dehradun shall declare the Successful bidders as Preferred bidders.
- ii) Nagar Nigam Dehradun will notify the Successful bidders by facsimile or e-mail or by a letter (Speed Post / Registered Post) that its proposal has been accepted.

**25. Acceptance of Notification of Awards (NOA):**

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

**26. Execution of Contract:**

- i) The Successful bidders shall execute the Contract within two (2) weeks of the issue of NOA or such time as indicated by Nagar Nigam Dehradun.
- ii) Nagar Nigam Dehradun will promptly notify other bidders that their proposals have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Service Provider.

**27. Performance Security:**

- i) Before signing of the Contract, the Successful bidders shall furnish Performance Security for not less than 10 % of Contract amount including GST by way of an irrevocable and unconditional Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favour of Nagar Nigam Dehradun with validity for 60 (sixty) days beyond the performance of the Contract :
- ii) The Performance guarantee shall be forfeited and en-cashed in the following cases:
  - (a) If the Successful bidders withdraws midway during the contract execution period.
  - (b) Any other act or acts of the successful bidders, which renders the work un-operational and Nagar Nigam Dehradun establishes sufficient reasons to forfeit the performance guarantee.
- iii) Failure of the successful bidders to furnish the Performance Security shall constitute sufficient grounds for the annulment of the awards, in which event the Nagar Nigam Dehradun may make the awards to the next lowest evaluated Service Provider or call for new proposals.
- iv) The Performance Security deposit shall be refunded within one month of the completion of warranty Period (as mentioned in RFP)

**28. Suspension for participation in Nagar Nigam tenders:** Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of Nagar Nigam, Dehradun of the consultant including their participation as JV / Consortium partner/s in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

**29. Debriefing and Appellate:**

- (i) Any bidder may request in writing to Municipal Commissioner, Nagar Nigam Dehradun for debriefing after awards of contract.
- (ii) Any bidder may also choose to submit representation to Municipal Commissioner, Nagar Nigam Dehradun, Government Uttarakhand, who may take appropriate decision and action based on the merit of the case.

**SCOPE AND TERM OF SUPPLY AND SERVICES**

The Scope of Work shall include Supply of Garbage Compactor Bins 1100 Ltr capacity (1.1 cum) including freight up to Nagar Nigam Dehradun. The Bins shall be capable of handling with Truck Mounted Refuse Compactor Vehicle and shall be meet the following specifications:

**(A) TECHNICAL SPECIFICATIONS**

Sl. No.	Particulars	Required Specifications
1	Size /Volume	1100 Ltr (1.1 cum)
2	Load Capacity	600 kgs (Approx)
3	Dead Weight	115 kgs (Approx)
4	Base Material	Mild Steel
5	Body & Lid	Mild Steel
6	Plate thickness	1.6 mm plate
7	Standard Container shall have	Four heavy duty swivel castors (360 Degree Turning, handle on body and handle on lid) Fully continuous welded internal seams.
8	Warranty	1 Years from date of invoice.
9	Additional Features	<ul style="list-style-type: none"> <li>➤ With best quality 4 Nos. Caster wheels with locking system and open type of hygienic containers.</li> <li>➤ The container construction shall be pressed steel section for ensuring adequate structural strength required for handling with the compactor bin lifter.</li> </ul>
10	Painting of bins	<ul style="list-style-type: none"> <li>➤ Spray-painted with two coats of superior quality anti corrosive primer and two coats of enamelmetal paint color code will be as per NND requirements.</li> </ul>
11	Logo	<ul style="list-style-type: none"> <li>➤ Swachh Sarvekshan – 2023</li> <li>➤ Swachh Bhart Mission – Urban</li> <li>➤ Nagar Nigam Dehradun</li> </ul>

**(B) OTHER TERMS**

Supply time line for Garbage Compactors Bins: Delivery of bins within 20 days of placement of order

Sl. No.	Order Quantity	Max time allowed
1	Supply of 100 % of order quantity	Within 20 days from receiving of supply order

- (i) Payments schedule - within 15 days after Successful supply and testing of Garbage Compactor Bins.
- (ii) Product should made in India.

*PS*

## II. 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 Nagar Nigam Dehradun and the Bidders 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 price payable to the Bidders under the Contract for the full and proper performance of its contractual obligations;
  - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Bidders is required to supply to the Nagar Nigam Dehradun under the Contract;
  - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other services and other obligations of the Service Provider covered under the Contract;
- 1.2 The Bidders shall permit Nagar Nigam Dehradun to inspect the Bidders' accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by Nagar Nigam Dehradun, if so decided.

### 2. **Indemnity**

- 2.1 The Bidders shall indemnify Nagar Nigam Dehradun against all third-party claims arising out of this Contract including any legal and financial issues. For this purpose the Service Provider shall undertake appropriate insurance cover.
- 2.2 The Bidders shall take all other appropriate insurance covers to protect its own property and employees.

### 3. **Patent Indemnity**

- 3.1 The Bidders shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- a) The installation of the Goods by the Bidders or the use of the Goods in the country where the Site is located; and
  - b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Service provider, pursuant to the Contract.

- 3.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Service provider a notice thereof, and the Service provider may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 3.3 If the **Bidders** fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 3.4 The Purchaser shall, at the Bidders's request, afford all available assistance to the **Bidders** in conducting such proceedings or claim, and shall be reimbursed by the **Bidders** for all reasonable expenses incurred in so doing.
- 3.5 The Purchaser shall indemnify and hold harmless the **Bidders** and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Service provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other

intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

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

4.1 The Bidders shall comply with all the applicable statutory provisions with regard to environment protection, safety of the users and general public during the contract period.

**5. Payment and Taxes:**

5.1 The Bidders shall be paid 100% for the supply of all Garbage Compactor Bins within 20 (Twenty) days from the date of work order.

5.2 Bidders shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, etc., incurred for and during the execution of this Contract.

5.3 Firm has to register itself in Uttarakhand State for remittance of GST, if applicable under prevalent law not registered earlier before commencement of services.

**6. Warranty**

6.1 The Bidders warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

6.2 The Bidders further warrants that the Goods shall be free from defects arising from any act or omission of the bidders or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

6.3 As warranty from the date of supply and acceptance.

6.4 The Purchaser shall give notice to the Bidders stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the bidders to inspect such defects.

6.5 Upon receipt of such notice, the Bidders shall, within the two days repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

6.6 The contractor will be responsible for satisfactory performance, supply of the Garbage Compactor Bins for a period of 1 year warranty from the date of supply. All the necessary arrangements required in this regard during 1 year's warranty period shall be made by the contractor.

6.7 Replacement of the Garbage Compactors Bins broken shall not be the responsibility of the contractor. Any damaged or broken component due to negligence shall be replaced at the user's cost.

6.8 Sufficient spares should be available in stock locally at Dehradun to ensure compliance with agreed SLAs.

6.9 If having been notified, the bidders fails to remedy the defect within, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Bidders' risk and expense and without prejudice to any other rights which the Purchaser may have against the bidder under the Contract.

**7. Period of Contract:**

For 12 months 20 days from signing of the Contract, order including one year of warranty period.

**8. Contract Amendments:**

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

**9. Assignment:**

The bidders shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Nagar Nigam Dehradun's prior written consent.

**10. Liquidated Damages:**

If the Service Provider delays to offer any or all of the Services within the period(s) specified in the Contract, the bidder is liable to pay the liquidated damages @ 0.5% of Contract amount per week with maximum up to 10%. Thereafter, Nagar Nigam Dehradun has the option to terminate the Contract and in cash full amount of the Performance Security.

**11. Termination for Default:**

11.1 The Nagar Nigam Dehradun may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

- (a) if the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Nagar Nigam Dehradun; or
  - (b) If the bidder fails to perform any other obligation(s) under the Contract.
  - (c) If the bidder, in the judgment of the Nagar Nigam Dehradun has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 11.2 In the event the Nagar Nigam Dehradun terminates the Contract in whole or in part, the Nagar Nigam Dehradun may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the bidder shall be liable to the Nagar Nigam Dehradun for any excess costs for such similar Goods or Services. However, the bidder shall continue the performance of the Contract to the extent not terminated.
- 11.3 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Service provider shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the bidder shall continue performance of the Contract to the extent not terminated.
- 11.4 The Purchaser may at any time terminate the Contract by giving notice to the Service provider if the bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser
- 11.5 Termination for Convenience.
- (a) The Purchaser, by notice sent to the bidder, may terminate the Contract, in completely or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the bidder under the Contract is terminated, and the date upon which such termination becomes effective.
  - (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Bidder's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
    - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
    - (ii) to cancel the remainder and pay to the bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the bidder.

**12. Notices:**

For the Purchaser to:

Municipal Commissioner  
 Nagar Nigam Dehradun  
 Near Doon Hospital, New Road, Dehradun  
 District-Dehradun, Uttarakhand-248001  
 Email: [nagarnigam.ddn@gmail.com](mailto:nagarnigam.ddn@gmail.com)

For the Service Provider to:

.....

**13. Force Majeure:**

- 13.1 The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.
- 13.2 For purposes of this Clause, "*Force Majeure*" means an event or situation beyond the control of the Service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service provider. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 13.3 If a *Force Majeure* situation arises, the bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event.

**14. Settlement of Disputes:**

- 14.1 The Nagar Nigam Dehradun and the bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 14.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Nagar Nigam Dehradun or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.
- 14.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

AP



**Fraud and Corrupt Practices**

- 1) The Bidder 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, Nagar Nigam Dehradun may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers 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 Nagar Nigam Dehradun, if a bidder is found by Nagar Nigam Dehradun 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 Nagar Nigam Dehradun or by any other agency of Government of Uttarakhand during a period of 2 (two) years from the date such Service Providers are found by Nagar Nigam Dehradun 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 Nagar Nigam Dehradun 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 Nagar Nigam Dehradun, 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 Nagar Nigam Dehradun 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 Nagar Nigam Dehradun 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 Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**Format for Covering Letter \*\*\***

To  
The Municipal Commissioner  
Nagar Nigam Dehradun  
Near Doon Hospital, New Road, Dehradun  
District-Dehradun, Uttarakhand-248001  
Email: [nagarnigam.ddn@gmail.com](mailto:nagarnigam.ddn@gmail.com)

Dear Sir,

**Ref.:**

**RFP for Supply of 1100Ltr (1.1 cum) Garbage Compactor Bins for Nagar Nigam Dehradun**

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 1) and Anti-Collusion Certificate (Annexure – 3) 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](http://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 this .....Day of ....., 2022.

Name of the Service Provider

.....  
Signature of the Authorized Person

Note:

\*\*\* *On the Letterhead of the Service Provider.*



**Anti-Collusion Undertaking**

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 bidder 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 agency in connection with the instant proposal.



## (Performa of Performance Bank Guarantee)

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favour of**

Nagar Nigam Dehradun, Near Doon Hospital, New Road, Dehradun District-Dehradun, Uttarakhand-248001 hereinafter referred to as “Nagar Nigam Dehradun”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Contract entered into between Nagar Nigam Dehradun and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at \_\_\_\_\_ (“the Service Provider”), has been granted the permission to **RFP for Supply of 1100Ltr (1.1 cum) Garbage Compactor Bins for Nagar Nigam Dehradun** for a period of ..... Years (hereinafter referred to as “the work”).

A. In terms of the Contract, the Service Provider is required to furnish to Nagar Nigam Dehradun, 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 Service Provider of its obligations relating to the work.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. 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 Service Provider in accordance with the Contract.

2. The Guarantor shall, without demur, pay to Nagar Nigam Dehradun sums not exceeding in aggregate Rs. .... within seven (7) calendar days of receipt of a written demand thereof from Nagar Nigam Dehradun stating that the Service Provider 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 Service Provider or validity of demand so made by Nagar Nigam Dehradun and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider 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, Nagar Nigam Dehradun 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 Service Provider or postponement/non exercise/ delayed exercise of any of its rights by Nagar Nigam Dehradun or any indulgence shown by Nagar Nigam Dehradun to the Service Provider 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 Nagar Nigam Dehradun or any indulgence shown by Nagar Nigam Dehradun, 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 Nagar Nigam Dehradun 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 Service Provider /the Guarantor or any absorption, merger or amalgamation of the Service Provider /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.



**Format for Technical Proposal – Past Experience**

(To be provided on the Letterhead of the Service Provider 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 Service Provider may submit more details / information to substantiate its claim for past experience.

.....  
Name of the Service Provider

.....  
Signature of the Authorized Person



**Format for Financial Capability**

<b>Financial Year (any best three years)</b>	<b>Amount (in Rs.)</b>
<b>2018-19</b>	
<b>2019-20</b>	
<b>2020-21</b>	
<b>2021-22</b>	

**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.



**Note:**

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required.}

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal to **Supply of 1100Ltr (1.1 cum) Garbage Compactor Bins for Nagar Nigam Dehradun** proposed by Nagar Nigam Dehradun, (the "Nagar Nigam") including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Nagar Nigam Dehradun, representing us in all matters before Nagar Nigam Dehradun, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with Nagar Nigam Dehradun in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon awards thereof to us and/or till the entering into of the Contract with Nagar Nigam Dehradun.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2022.

For .....  
(Signature, name, designation and address)

(Notarised)  
(Name, Title and Address of the Attorney)  
Accepted  
.....  
(Signature)

Witnesses:

1. ....
2. ....

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.





For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.



**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2022 between..... (Name of Nagar Nigam Dehradun) (Hereinafter called "the Nagar Nigam Dehradun") represented by .....of the one part and..... (Name of bidder) of ..... (Hereinafter called "the Service Provider") represented by ..... of the other part:

**WHEREAS** the Nagar Nigam Dehradun is desirous that certain Goods and ancillary services viz., **Supply of 1100Ltr (1.1 cum) Garbage Compactor Bins for Nagar Nigam Dehradun** (Brief Description of Goods and Services) and has accepted a proposal by the Service Provider 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) Power of Attorney;
  - b) Affidavit;
  - c) Covering letter;
  - d) Price Schedule uploaded by the Service Provider;
  - e) Scope of Services;
  - f) Conditions of Contract;
  - g) Notification of Award;
  - h) Performance Security; and
  - i) Minutes of pre-contract negotiation meeting
3. In consideration of the payments to be made by the Nagar Nigam Dehradun to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Nagar Nigam Dehradun to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Nagar Nigam Dehradun hereby covenants to pay the Service Provider 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 bidder are as under:

**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 Nagar Nigam Dehradun)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Service Provider)

in the presence of:.....



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

**AFFIDAVIT**

1. I / We, ..... who is / are Authorized 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, Service Providers 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 Nagar Nigam Dehradun 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 awards of contract in our favour or anyone else, we accept disciplinary action by the Nagar Nigam Dehradun 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 authorized to sign this Authorization on behalf of: [insert complete name of Service Provider]



## Format of Bank Guarantee for Bid Security

Whereas M/s ..... and having its registered office at ..... (here under called the consultants) is desirous and prepared to submit proposal for ..... in accordance with terms and conditions of **RFP. No..... Dated .....** And whereas We, ..... Bank, agree to give the applicant a Guarantee for the Earnest Money Deposit of Rs.....in favor of Commissioner, Nagar Nigam Dehradun payable at Dehradun.

1. Therefore, we hereby affirm that we are Guarantors on behalf of the applicant up to a total of **Rupees .....** (i.e. **Rs...../-**) and we undertake to pay the **Nagar Nigam Dehradun, Uttarakhand- 248 001** upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of **Rupees .....**

2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the ..... we shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the **Municipal Commissioner, Nagar Nigam Dehradun, Uttarakhand- 248 001** in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the applicant or the Bank.

Signature and Seal of Guarantor

Date :

Bank :



**Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer.]*

Date: .....

Tender No.: .....

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above Tender.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm against this Tender.

Further, incase this bidder fails to provide services during warranty periods under the Contract against this Tender, for any reason whatsoever, we hereby undertake to identify and authorize an alternate agent or dealer for providing services.

No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific Tender.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



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

**LITIGATION HISTORY**

*[Note: Bidder/Proposer shall provide the certification or information as per format given below. Failure to provide such certification or information (fully and accurately) may result in a determination that the Bid/Proposal is non-responsive.]*

**NO LITIGATION CERTIFICATION**

I,-----  
-----, hereby certify  
that

(Person responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

Has not been involved in any litigation for five (5) years preceding the date of submittal of this Bid/Proposal.

**LITIGATION HISTORY INFORMATION**

(1) Name of Case: -----  
Court case identification number:-----  
Jurisdiction in which case was filed: -----  
Outcome of the case: -----

(2) Name of Case: -----  
Court case identification number: -----  
Jurisdiction in which case was filed: -----  
Outcome of the case: -----

**DECLARATION:**

I declare under penalty of perjury that the foregoing is true and correct.

Executed this -----day of----- (month and year)  
at -----

By -----

(Signature of person responsible for submission of Bid/Proposal)

