

UNA NAGARPALIKA

REQUEST FOR PROPOSAL (RFP) FOR

PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) IN UNA
NAGARPALIKA (THIRD ATTEMPT)

UNDER

15 Nanapanch Grant Year 2022-23

FOR

UNA NAGARPALIKA

RFP No. 17/2025

This booklet must be signed on each page by the applicant.

Contents

1	Disclaimer	3
2	Tender Notice.....	4
3	Data Sheet.....	5
4	Scope Of Work.....	7
5	Eligibility Criteria	8
6	Financial Evaluation	10
7	General Conditions of Contract	27
8	Special Condition of Contract	37
	APPENDIX 1 TECHNICAL SPECIFICATIONS.....	42
	APPENDIX-2 PRE-QUALIFICATION CRITERIA.....	44
	APPENDIX 3 DETAILS OF TENDERER.....	46
	APPENDIX 4 FINANCIAL QUOTATION.....	47

1. Disclaimer

UNA NAGARPALIKA (hereinafter called the “Authority”) has prepared this document solely to assist prospective bidders in making their decision of whether to bid. While Authority has taken due care in the preparation of information contained herein and believes it to be accurate, neither Authority or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or makes any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Sole purpose of this RFP is to increase the revenue of UNA as well as devise a methodology or a process to stop illegal advertisements across municipality area, if any.

This information is not intended to be exhaustive and interested parties are required to make their own inquiries that it may require in order to submit this bid. The information is provided on the basis that it is non-binding on Authority, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Authority reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting a Bid.

2. Tender Notice

Request for PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) IN UNA
NAGARPALIKA (THIRD ATTEMPT)

UNA seeks duly interested qualified Consultants for Mobile Toilet for UNA NAGARPALIKA. Interested Parties may download tender document from www.tender.nprocure.com from 19/06/2025 to 04/07/2025 and submit it online as specified by 18:00 hrs., Physical documents submission by Date: 13/07/2025 .

**Chief Officer,
Una Nagarpalika,
Una**

3. Data Sheet

NOTICE INVITING TENDER		
Tender Notice No.	MR/ARCHPMC/UNA/T 17/RT01	
Organization Name	Una Nagarpalika	
Name of Work	PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) IN UNA NAGARPALIKA (THIRD ATTEMPT)	
Tender Type	On line Open – Percentage Rate Tender	
Type of Contract	Single work	
Bidding Currency	Single-Indian National Rupees.	
Joint Venture	Not allowed	
Schedule of E-Tender	Online Submission of E-Tender	Up to 04/07/2025 – 18:00 hours
	Pre-Bid Meeting Date & Time	No pre bid meeting.
	Original Tender fee, EMD and Original affidavit and other technical required documents for Authenticity of documents submission Only.	End Date 13/07/2025 – During office hours , at the office of “Chief Officer, Una-Nagarpalika, Una. Dist. Gir-Somnath” by Speed Post/RPAD only” In sealed cover duly super scribed with name of work and tender notice no.
	Opening of (Tech. Bid)	Date 14/07/2025 - 12:00 hours in the office of Una (if possible)
	Opening of Price Bid- (Online)	Date 14/07/2025 - 12:30 hours in the office of Una (if possible)
	Bid validity period	120 days from the date of opening of price bid, Vol-III.
	Project Duration	4 (Four) Months
Payment Details	Tender Document Fee	Rs.900.00 In form of Account Payee Demand Draft payable in favour of The Chief Officer, Una Nagarpalika. (Note: Exemption certificate is not allowed).
	EMD (Bid Security)	Rs. 8,000.00 In form of F.D.R. or Demand Draft of Nationalized/Scheduled Bank only in favour of Chief Officer, Una - Nagarpalika (Note: Exemption certificate is not allowed).
	Performance Security	5% of the order value. It will be released at the end of successful completion of the Rate contract period.
	Estimated Value including Welfare Tax@ 1%	Rs. 8,00,000.00

General Terms & Conditions	<p>Bidders who wish to participate in this E-Tender will have to Conditions procured valid digital certificate as per information Technology Act 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The F.D.R. or Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The Bidders should submit all the forms in mandatory online electronic format (by scanning) only.</p> <p>(a) Containing technical & financial details required for evaluation.</p> <p>(b) Power of attorney.</p> <p>(c) Company's profile and certificate of registration of company under the law</p> <p>(d) Experience certificate of Govt./Semi Govt body, including contact numbers and project details</p> <p>Download Of Tender Document: The tender document for these work are available only in Electronic format which can be downloaded free of cost by the bidder. SUBMISSION OF TENDER: Bidder shall submit their offer in electronic format on above mentioned website on or before the scheduled date and time as mentioned, after Digitally Signing the same. No Price bid in physical form will be accepted and any such offer if received by Una Nagarpalika will be outrightly rejected. Bidder shall have to submit separate account payee DD for Tender Fee & EMD drawn in favour of Chief Officer, Una Nagarpalika – Una Opening of Tender: The Technical Bid will be opened on the specified date online on website https://tender.nprocure.com. Bidders or their representative who wish to participate in online tender opening can logon to https://tender.nprocure.com. On the due date and time, mark their presence and participate in online tender opening.</p>
	<p>Bidders who wish to remain present at Una Nagarpalika, at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Information for online participation	<ol style="list-style-type: none"> Internet site address for e-Tendering activities will be https://tender.nprocure.com. Interested bidders can view detailed tender notice and download tender document from the above-mentioned website. Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id & password on the own in registration process. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact M/s (n) code solution 301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmedabad 380 015 INDIA Tel: +91 79 26857316 Tel: +91 7926857317, Tel: +91 79 26857318 E-Mail: URL: https://tender.nprocure.com Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, Volume-1 of tender i.e. PQ (Technical) Or experience details and Price bid only. Bidder should upload scan copies of reference documents in support of their eligibility of the bid. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, of tender document & Reference Documents in hard copy if such instructions may be given by tendering authority.

**CHIEF OFFICER
UNA NAGARPALIKA**

4. Scope of Work

The selected bidder shall be responsible for the design, manufacture, supply, testing, delivery, and commissioning of Mobile Toilet in accordance with the technical and operational requirements specified by the Una Nagarpalika

The scope includes:

- Supply of Mobile Toilet including All type of necessary accessories.
- Delivery to designated Una Nagarpalika Office within Una.
- On-site training for vehicle operation and safety.
- Provision of OEM warranty.
- Compliance with all applicable BIS/IS/ARAI norms and local regulatory guidelines.
- Submission of performance and safety test certifications.
- Before delivery of vehicle, vehicle should have Govt. RTO passing, RC Book with number plate & 5-year Insurance.

(PD= Procurement Document)

5. Eligibility criteria

The bidder interested in being considered for “PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) in UNA NAGARPALIKA” should fulfill the following minimum criteria to be eligible for further tender processing:

#	Pre-Qualification Criteria	Proof Documents required	
1	The bidder should be a company registered under the Companies Act, 1956, Proprietary ship or registered LLP as per the LLP Act 2008 or a registered Partnership Firms and should be in operation for at least 3 years from the date of publication of RFP and should have their registered offices in India.	Registered Company	Incorporation Certificate with ROC
		LLP	Registration Certificate as per LLP Act 2008
		Partnership Firm	Legally valid Partnership Deed Memorandum of Registration of Registrar of Firms
		Proprietorship	Valid Registration Document
2	The Bidder should have a registered number of GST & PAN	<ul style="list-style-type: none"> • Copy of PAN card • Copy of GST 	
3	The Applicant must have achieved a minimum annual turnover in any one year over the last three financial years of the annual value of contracts applied for.	<ul style="list-style-type: none"> • CA certificate regarding turnover 	
4	The bidder shall have at least 3 years of proven experience in	<ul style="list-style-type: none"> • Copy work order / purchase order and completion certificate from client for each of the projects / Dispatch Note / Payment receipt as a proof of execution 	

5	EPF Certificate.	
6	MSME Certificate	
7	Bank Solvency of Current Year (2025) (20% of tender amount).	
8	I.T. Return copy of Last 3 Years	
9	Bidder should have undertaken the project / projects Supplying of Mobile Toilet for one or more entities in India in last three years from the date publication of RFP.	<ul style="list-style-type: none"> completion certificate from client for each of the projects /Dispatch Note / Performance Certificate / Payment receipt as a proof of execution
9	The Bidder should: Not have been blacklisted / debarred by any of the Government or Public Sector Units in India as on the date of bid Submission Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.	<ul style="list-style-type: none"> The agency must have to submit Affidavit for Not Black listed on Stamp paper of RS. 300 as per Una Format.
10	Bidder must submit OEM certificate specific to the bid. Bidder must provide all OEM authorization certificates provide with their datasheet and all related technical documents.	<ul style="list-style-type: none"> Bid Specific OEM Certificate as per the format given in the Annexure

6. Financial Evaluation

TENDER NOTICE

1. The Chief Officer, UNA NAGARPALIKA, invites detailed bid from interested parties for **Proposed Of Supplying Mobile Toilet (1 No) In Una Nagarpalika** with accessories for Una Nagarpalika as per tender specifications and requirements.

2. Sealed tenders, for the above work are invited from the interested & eligible bidder/s. The bidder shall be a single entity only. Detailed prequalification criteria mentioned in Appendix – 2. Tenderer must submit details with proper documents as per appendix 1 to 4.

3. GENERAL DETAILS OF WORKS

Name of work: PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) in UNA NAGARPALIKA with accessories for Una Nagarpalika as per tender specifications and requirements.

Tender Fee (Non-refundable): 900/-

Earnest Money Deposit (EMD): 8000/-

Last date of submission of online bid 04/07/2025 up to 18:00 Hrs. through E tendering only,

Address for submission of the tender documents:

Office of the Chief Officer,
UNA NAGARPALIKA, Una -
362620
Dist. Gir-Somnath, Gujarat

Technical Bid Opening Date: 14/07/2025 at 12.00 hrs. onwards

DOWNLOAD OF TENDER DOCUMENT: The tender document for this work are available on website www.tender.nprocure.com

TENDER FEES: The aforesaid BID must be accompanied by the TENDR FEES as specified in Tender Fees shall be in form of a crossed Demand Draft / FDR in favor of **“Chief Officer Una Nagarpalika; Payable at Una** of any Bank as per Una Circular at Una.

EARNEST MONEY DEPOSIT-The aforesaid BID must be accompanied by the EARNEST MONEY DEPOSIT as specified in The Bid Security/EMD shall be in form of a FDR/ BG in favor of “**Chief Officer Una Nagarpalika**; payable at **Una** of any Bank as per Una Circular at Una.

NO Exemption certificate allowed.

SUBMISSION OF TENDER: The completed Tender document shall be submitted at the following address through e tendering only.

Tender copy shall be accompanied by EMD in the form of FDR of any Bank as per Una Circular only in favor of **Chief Officer Una Nagarpalika**; payable at **Una**. The tenders not submitted in line with the tender clauses **and without Tender Fee and EMD in the form specified, will be out rightly rejected.**

OPENING OF TENDER: The Technical bid of package will be opened as mentioned in ‘General Detail of Work’ Section above, if there is any change, same will be conveyed to tenderers. Intending bidders or their authorized representative who wish to participate in tender opening can remain present on the due date and time. Price Bids / Financial bids of only those bidders will be opened, who are successful in the qualification Criteria and the Technical Evaluation. The date for price bid opening shall be informed to the successful bidders later after evaluation of technical bids.

Tender (a complete set of bidding document) fee shall be as mentioned in respective tender in the form of Demand Draft/ Pay Order from any Nationalized Bank/Schedule bank / Bank as per Una Circular in favor of “**UNA NAGARPALIKA**; payable at **Una**, which shall be nonrefundable.

- The tenders are uploaded on website www.tender.nprocure.com
- Interested Bidders fulfilling the qualifying criteria shall fill online tender on <https://tender.nprocure.com> up to 18:00 hrs. Dt 04/07/2025
- Tender Fees and EMD as mentioned above shall be paid (Scanned Copy Upload in Online) by the bidder 14/07/2025 up to 18:00 Hrs to Office of UNA NAGARPALIKA, Una.
- All bids must be accompanied by Bid Security of the amount specified for the Works in the above Table payable at Una and drawn in favor of “**Chief Officer Una Nagarpalika**; payable at **Una**. Bid Security will have to be in any one of the forms as specified in the tender documents.
- All Relevant Documents of Bids must be delivered to Office of the Chief Officer, UNA NAGARPALIKA, Una - 362620 Dist. Gir-Somnath, Gujarat **not later than 18:00 hrs. on Dt. 07/01/2026**

GENERAL INSTRUCTIONS

1. The cost of Bid document i.e. tender fees will not be refunded under any

circumstances.

2. EMD in the form specified in Bid document only shall be accepted.
3. The offer shall be valid for **120 days** from the date of opening of Technical Bid.
4. Tender offers without Tender Fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the condition or submitted incomplete in any respect will be rejected.
5. Conditional tender shall not be accepted. Chief Officer, Una Nagarpalika reserves the right to accept or reject such tenders without assigning any reason thereof.
6. Tenderers should carefully fill in the rates against the items mentioned in the schedule and scrutinize them before submitting the tender. Any variation in rates etc. will not be allowed on any ground such as mistake or misunderstanding etc. after the tender has been recommended or accepted.
7. The tenderers shall have to necessarily quote the rate for services &/or work asked for in the tender and in E price bid only.
8. Tenderers shall have his registered office with telephone. Tenderer having experience in similar works and good track record shall be given preference while considering the tenders. Tenderers shall furnish the date on which the firm was established, the names of all the partners constituting the firm with their residential addresses and experience in similar works. Tenderers having telephones at the residence of the proprietor shall state the same in the tender.
9. Decision of Chief Officer, Una Nagarpalika will be final and abiding to all for accepting or rejecting the tender.
10. In case the tenderers will try to do any type of corrupt procedure like writing letters / e- mails /phone calls / Personal visits to the officers of the Municipality or any one after price bid open will be liable for punishment procedure
11. As per the Bombay Stamp Rules Act 1958, Appendix 1, Article 5, the successful bidder shall enter into an Agreement with the Municipality on Rs. 300 Stamp Paper.
12. Bidders shall submit necessary registration certificate like GST number registration copy & any other if required for execution of such work as per government rules along with tender document.

Chief Officer, UNA NAGARPALIKA reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document. The tenderers are advised to read carefully the "Instructions to

suppliers” and “Qualification Criteria” contained in the tender documents.

Seal and Signature of the Bidder & Date:

Chief Officer, UNA NAGARPALIKA

INSTRUCTIONS TO SUPPLIERS

1.0 UNA NAGARPALIKA invites tender for **Proposed of Supplying Mobile Toilet (1 No) In Una Nagarpalika** with accessories for Una Nagarpalika as per tender specifications and requirements.

2.0 The requirement of **Proposed of Supplying Mobile Toilet (1 No) In Una Nagarpalika** with accessories for Una as per tender specifications and requirements and their detailed technical specifications are set out in Appendix 1. Interested and qualified parties, based on qualification criteria set out in Appendix 2, are requested to submit information about bidder and a single financial Quotation /price bid in a manner prescribed in Appendix 3 & 4.

3.0 **Eligible Bidders:** The Invitation for Bids is open to all manufacturers and authorized dealers/suppliers.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Una to provide consulting services for the preparation of the design, specifications and other documents, to be used for the procurement of the goods to be purchased under this Invitation of Bids.

Bidders shall not be under declaration of ineligibility for corrupt and fraudulent practices in accordance with the tender clause/s.

4.0 Not More than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner & / or director shall submit tender for the execution of the same work / Tender. If they do so all such tender shall be liable to be rejected.

5.0 The Bid shall remain valid for a period not less than 120 days from the date of opening of tender i.e. technical bid (bid validity period). Una Nagarpalika reserves the right to reject any Bid, which does not meet this requirement. In exceptional circumstances, prior to expiry of the original Application Validity Period, Una Nagarpalika may request Applicants to extend the Application Validity Period for a specified additional period. Applicants not extending the Application Validity Period when so requested would automatically be disqualified.

6.0 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid, and testing of goods & equipment - to be supplied to, hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7.0 Earnest Money Deposit (EMD):

7.1 Each Bid shall be accompanied by EMD of Rs. 8000/- (Rs. Eight Thousand only);

7.2 The EMD shall be in the form of a Demand Draft / FDR in favor of “**Chief Officer Una Nagarpalika; payable at Una** on any Bank as per Una Nagarpalika Circular only, payable at Una.

7.3 The EMD shall be forfeited in the following cases:

- (a) If the Supplier withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period.
- (b) If the successful supplier fails to provide the Performance Security within the stipulated time or any extension thereof provided by Una Nagarpalika;

9.0 Performance Security

9.1 The successful Supplier would be required to submit Performance Security amounting to **5%** of the order amount for supply part in the form a Demand Draft/ Pay Order / FDR/Bank Guarantee in favor of **Chief Officer Una Nagarpalika**, on any Bank as per Una Nagarpalika Circular, payable at **Una**.

9.2 Irrevocable Bank Guarantee issued by any Bank as per Una Nagarpalika Circular shall also be acceptable.

10.0 Formats and Signing of Bid

10.1 The Supplier would provide all the information as per this PD. Una Nagarpalika would evaluate only those Bids that are received in the required format and are complete in all respects.

Each Bid shall comprise the following:

- (a) Details of the Supplier in the format set out in Appendix 3 online
- (b) Qualification Criteria / Technical bid in the format set out in Appendix 2 online
- (c) Financial Quotation/ price bid for **Proposed Of Supplying Mobile Toilet (1 No) In Una Nagarpalika** and design in the format set out in Appendix 4 in E-tender Online Only. **No physical submission of price bid.**
- (d) The Bidder shall duly sign all the sheets of the Tender Document
- (e) EMD in "TECHNICAL BID" only. (On line Price Bid is Compulsory)

10.2 Sealing and Marking of Bid for submission of supporting Physical Tender documents:

10.3 The outer envelope must be super scribed with the following information:

- (a) Name and Address of Supplier Name of work, Tender due date and time

10.4 If the envelope is not sealed and marked as instructed above, Una Nagarpalika assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and such Bid, may, at the sole discretion of Una Nagarpalika, be rejected.

Tender shall be submitted through E-tendering only. (Online Price Bid is Compulsory)

11.0 Bid Due Date

11.1 Bids should be submitted before 18:00 hours IST on 04/07/2025 up to in the manner and form as detailed in this PD. Bid submitted by either facsimile transmission, hard copy (without e tender) or telex or email or in person will not be accepted.

11.2 Una Nagarpalika may, in exceptional circumstances, and at its sole discretion, extend the above Bid Due Date by issuing an Addendum, on website only.

12.0 Opening of Bids and Clarifications

12.1 Una Nagarpalika would open the Bids possibly on Bid Due Date as mentioned above in the 'General Description of Work' for the purpose of evaluation.

12.2 Una Nagarpalika reserves the right to reject any Bid not submitted on time and which does not contain the information/documents as set out in the tender.

12.3 To facilitate evaluation of Bids, Una Nagarpalika may, at its sole discretion, seek clarifications in writing from any Supplier regarding its Bid.

13.0 Documents Establishing Bidder's Eligibility and Qualifications.

Pursuant to Tender Clause, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(1) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Annexure B) by the goods' Manufacturer or producer to supply the goods.

(2) that the Bidder has the financial, technical, and production capability necessary to perform the contract and meets the criteria outlined in the Qualification requirements specified in detailed PQ - Appendix - 2 To this end, all bids submitted shall include the following information:

(a) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(b) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments.

13.1 Clarification of Bids: During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid.

Evaluation

14.0 As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the PD, samples etc. and only those Bids that are found to be responsive would be further evaluated in accordance with the criteria set out in this PD.

14.1 The Bid would be considered to be responsive if it meets the following conditions:

(a) It is received/deemed to be received by the Bid Due Date including any extension thereof.

(b) It is signed, sealed and marked as stipulated in tender clauses.

(c) It contains all the information and documents as requested in the PD.

(d) It contains information in formats specified in this PD.

(e) It mentions the validity period as set out in the PD.

(f) It provides information in reasonable detail. ("Reasonable Detail" means that, but for

minor deviations, the information can be reviewed and evaluated by Una Nagarpalika without communication with the Supplier). Una Nagarpalika reserves the right to determine whether the information has been provided in reasonable detail.

(g) There are no inconsistencies between the Bid and the supporting documents. A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (i.) which affects in any substantial way, the scope, quality, or performance of the project, or (ii.) which would affect unfairly the competitive position of other Suppliers presenting substantially responsive Bids.

14.2 Una Nagarpalika reserves the right to reject any Bid, if:

- (a) If the tender is incomplete; or
- (b) At any time, a material misrepresentation is made or discovered; or
- (c) The Supplier does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.

14.3 In case the Bid is found to be responsive, the Bid would be evaluated in accordance with the Qualification Criteria, samples etc. as set out in Appendix 2.

14.4 The Financial Quotations/Bid of only those tenderers, who meet the Qualification Criteria, would be opened.

14.5 The tenderer offering the lowest rate/s for the Supplying of Mobile Toilet in UNA NAGARPALIKA, as mentioned in tender for supply & Una Nagarpalika combinedly would be declared as the Preferred Supplier for the same.

14.6 Una Nagarpalika may either choose to accept the Quotation of the Preferred Supplier or invite him for negotiations.

14.7 In case there are two or more tenderer quoting the same price, Una Nagarpalika may in such case call all such tenderer for negotiations and select the Preferred tenderer on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of, Chief Officer, UNA NAGARPALIKA.

14.8 Una Nagarpalika can finalize parallel rate contract & split order to more than one bidder at the same rate of lowest bidder in that category based on requirement for any / all item/s. Decision of Chief Officer; Una Nagarpalika in this regards will be final & binding to all.

15.0 Bid Prices: The Bidder shall quote a single percentage rate (either above, below or at par) over the estimated cost put to tender, as shown in the Price Bid (E-Price Bid) format. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

Price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation (except local taxes) will be treated as non-responsive and rejected.

15.1 Bid Currencies: Prices shall be quoted in Indian Rupees only in the Price Bid.

15.2 Preliminary Examination: The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether these bids are generally in order. Bids from Agents, without proper authorization from the manufacturer as per Annexure B.

Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected, and its bid security may be forfeited.

The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Limitation of liability, Applicable law, and Taxes & Duties will be deemed to be material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to

extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.0 In the event of acceptance of the Preferred Supplier with or without negotiations, Una Nagarpalika shall declare the Preferred Supplier as the Successful Supplier. Una Nagarpalika will notify the Successful Supplier through a Letter of Award (LoA) that its Bid has been accepted.

17.0 Notwithstanding anything contained in this PD, BM reserves the right to accept or reject any quotation, or to annul the bidding process or reject all quotations, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

18.0 If any dispute arises about the contract or any terms of contract, Chief Officer, UNA NAGARPALIKA shall be the sole arbitration and his decision would be final and binding to both the parties.

19.0 Una Nagarpalika can ask the tenderer to submit their sample at any stage of tender (if required) and if sample of any tenderer is not found as per technical specifications &/or requirements of Una Nagarpalika, bid of such tenderer/s will be rejected at any stage. Decision of Chief Officer, UNA NAGARPALIKA in this regard will be final and binding to all tender.

20.0 The price escalation or variation clause will not be accepted. Tenderer has to quote the total price, net including of all taxes & duties etc. and for evaluation and finalization purpose, the total price will be taken in to consideration. Transportation, Packing, Forwarding, Insurance charges are included in the indicated price. However, any change in the GST will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department.

21.0 EXTENSION FOR DELAY. If the supply is delayed by:

- a) Force Majeure.
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire OR
- d) Civil commotion or strike or lockout of their principal workshop.
- e) Lockdowns, medical emergencies declared by the Government etc.

Any other cause, which is beyond the contractor's control then upon the happening of any such event causing delay, the contractor shall immediately inform in writing to the Chief Officer but at the same time his best endeavors to make good the delay. The

Chief Officer in such event can take the final decision regarding the late delivery penalty for such cause.

25.0 PAYMENTS DUE FROM CONTRACTOR: The Chief Officer shall be entitled to recover costs, damages, or expenses for which under the contract, the contractor is liable to the Una Nagarpalika from any money due or becoming due to the contractor under the contract or Chief Officer will have the liberty to recover the amount from the contractor.

26.0 Payment Terms: As mentioned in tender.

27.0 Only manufacturer of such type of Supplying of Mobile Toilet in Una Nagarpalika and / or its authorized dealer / distributor can take part in the tender for which necessary documentary proof should be enclosed with tender.

28.0 Tenderer has to submit all the relevant information likes; – Availability of local service point.

- Warranty conditions
- Detailed client list to whom such type of Supplying of Mobile Toilet in UNA NAGARPALIKA equipments have been supplied by them.
- Details of Technical experience of tenderer.

29.0 Any company/subsidiary/associate/parent or any of their having same promoter are not eligible to participate who has been blacklisted / debarred by any of Govt. Department or any ULB's (Urban Local Bodies in India) and effect is continue on due date of this tender. If it comes to the notice of the Una Nagarpalika authority at any point of time, during the tendering or execution stage of the work that the tenderer has been blacklisted / debarred by any Govt. organization (as mentioned above) and effect is continue on due date of this tender, then all the payments due to him shall be forfeited and firm will be blacklisted.

30.0 The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the **last Three years**. This should also include such cases, which are in process/progress. A consistent history of awards against the bidder may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the Authority, the tender will be rejected at whatsoever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer /contractor and he will not have any defense for the same.

31.0 Contacting the Purchaser: No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation,

bid comparison or contract award may result in rejection of the Bidder's bid.

32.0 The contractor shall not assign or sublet his contract or any substantial part thereof to any other agency without writing permission of Chief Officer, UNA NAGARPALIKA.

33.0 All articles supplied shall strictly conform to the specifications laid down in the tender form.

34.0 Any change in the constitution of the firm etc. shall be notified forth with by the contractor in writing to the Municipality and such change shall not relieve any former member of the firm etc., from any liability under the contract.

35.0 The approved supplier shall be deemed to have carefully examined the total work; conditions, specifications, size, make and drawings, scope of work etc. of the goods to be supplied.

36.0 If the Municipality does not purchase or issue work for any of the tender item/s, work or purchases less than the quantity indicated in the tender form, the tenderer should not be entitled for any compensation. This tender is for finalizing the procurement cum rate contract. If demand available for particular design / model then only order will be issued, to RC holder as per competent authority sanction which will be binding to all.

37.0 Insurance & License etc.

(i) The Supplier is responsible for transit and all other insurances (if/as required) till the items are delivered at the delivery location & even during entire warranty & Una Nagarpalika period when vehicle in their possession for maintenance or related work. All safety & security during such event shall be responsibility of agency.

(ii) Tenderer must make their own arrangements to obtain import license if necessary.

38.0 Warranty/Guarantee clause

(i) The tenderer would give guarantee that the Equipments would continue to confirm to the description and quality as specified for a period indicated in the table given below from the date of delivery of the Equipments to be purchased and that notwithstanding the fact that the Corporation may have expected and/or approved the said Equipments, if during the guarantee/warranty period the said equipment be discovered not to confirm to the description and quality aforesaid or have determined (and the decision of the Chief Officer, UNA NAGARPALIKA in that behalf will be final and conclusive) the corporation will be entitled to reject the Machines/ Equipments or such portion thereof as may be discovered not to confirm to the said description and quality, on such rejection the Equipment will be at the seller's risk and all the provision relating to rejection of goods, etc. or such portion thereof as is rejection by the Corporation,

otherwise the tenderer shall pay such damage as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the in that behalf under this contract or otherwise.

Name of Machine/Equipment: **Proposed Of Supplying Mobile Toilet (1 No) In Una Nagarpalika** with accessories for UNA NAGARPALIKA as per tender specifications and requirements.

Warranty/Guarantee Period: One Years from the Date of supply.

The President &/or Chief Officer &/or his duly authorized representative shall at all reasonable time have access to the supplier's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the equipment/machineries during manufacturing process or afterwards as may be decided.

(i) The tenderer shall furnish complete address of premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

(ii) The firm is liable to execute any minor change/modification suggested at the time of inspection for which no extra payment shall be paid.

39. Rejection: Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time.

40. Notwithstanding anything contained in this tender document, Municipality reserves the right to accept or reject any tender, or to annul the bidding process or reject all tenders, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof

41. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the parties to the Chief Officer, UNA NAGARPALIKA whose decision shall be final.

42. Schedule of equipment and technical specifications:

(a) The bidders shall complete the schedule (s) and technical specifications for the goods and equipment to be supplied in their entirety so as to demonstrate their compliance with the requirements of the bidding documents.

(b) The materials, equipment and services to be supplied under the contract shall be like that use of such materials equipment and services shall not infringe or violate any industrial property or intellectual property rights or claims of any third party.

43. Drawings: The bidder will submit drawings showing all dimensions, materials, process etc. of the proposed Mobile Toilet along with the bid. Successful bidder will be required to submit detailed drawings of all the equipments as per BM requirement.

44. Specifications and standards:

(a) The supplier shall ensure that the goods and related services comply with the technical specifications and other provisions of the contract.

(b) The goods and related services supplied under this contract shall conform to the standards of the technical specifications, when no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (Una) weather conditions and usage.

(c) Wherever references are made in the contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in technical Specifications. During contract execution, any changes in any such codes and standards shall be applied only after approval by the Municipality and shall be treated in accordance with the conditions of contract.

(d) Tenderer has to submit detailed dimensional drawing &/or photograph of their actual product for which they have quoted.

(e) Tenderer has to clearly mention the details of raw material & components for the model they have quoted however all raw material & component must be Virgin & necessary test report must be submitted by them as & when asked by department; from Govt. approved Laboratory / institute as per Una Nagarpalika requirements, for raw material and finished product as/if required by Una Nagarpalika.

45.0 The supplier shall correct any defects covered by the warranty immediately on being notified by the Purchaser of the occurrence of such defects.

46.0 An authenticated test certificate in confirmation to the specifications of the tender, for which testing at site is not possible has to be produced by the tenderer at their cost, as & when asked by Una Nagarpalika.

47.0 Right to Owner to accept or Reject Tender: The right to accept the tender will rest with the Una Nagarpalika. The Una Nagarpalika however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed condition is not fulfilled are liable to be rejected. In addition to the above, the tender will also be liable to be rejected outright if ~

i] The tenderer proposes any alterations in the works specified or in the time allowed for carrying out the work or any condition or correction made in specifications.

- ii] Any of the page or pages of the tender is/are removed or replaced.
- iii] All corrections, additions or pasted slips are not initialed by the tenderer.

48.0 Special Conditions

- a) The bidder must make the invoices in the name of Una Nagarpalika.
- b) Bidder has to instruct the dealers/ Una Nagarpalika work contractor to render after sale service for the supplies made, and copy of the same to be enclosed with bid if service will be provided through dealer network. Even in such circumstances all liabilities will rest on supplier only.
- c) On failure of L1 to show the technical presentation &/or live- actual working performance (if asked by Una Nagarpalika) of the vehicle for technical approval of bid his tender will be rejected. Una Nagarpalika can ask the Lowest &/or other qualified bidder/s to submit the Sample unit for checking / verifying the same with tender specifications and actual requirement- working, before finalizing the bid (if / as required). On failure of L1 for approval of sample/ execution of order the L2 shall be invited for negotiation and further formalities (as above) if required.
- d) The tenderer shall be fully responsible for taking delivery of Mobile Toilet from the manufacturer/dealer of Mobile Toilet and in no way any kind of relaxation will be given if there is any problem with the Mobile Toilet received. The tenderer should see that the design of equipment should be such that which comply all prevailing RTO/any other Govt authority norms (if any) in Una city for such type of vehicle.
- e) The tenderer must quote for complete job (Supply and Una Nagarpalika). The tenderer that does not include the complete job as specified in schedule of tender (specification, scope of work etc.) will be rejected. However, it is not mandatory for Una Nagarpalika to enter into contract, if not found suitable for any reason. The successful bidder shall be responsible for taking timely delivery of Mobile Toilet from Mobile Toilet supplier. The successful bidder shall be responsible for any fault, shortfall in the Mobile Toilet proposed in the tender etc. or any other requirement which is mandatory for the completion of successful equipment manufacturing.
- f) It will be the responsibility of the tenderer to collect the Mobile Toilet from the regional sales office/ depot / port / doc etc. of the manufacturer & / or their authorized dealer and transport the same to delivery location. Any charges applicable for the same shall be included in the tender offer. Mobile Toilet shall be billed on name of Chief Officer, UNA NAGARPALIKA by Mobile Toilet manufacturer for which successful tender has to complete necessary procedure.
- g) Tenderer has to design the Vehicle as per the requirements of Una Nagarpalika; keeping in mind the RTO / other Govt. agencies norms applicable in City of UNA for

such type of Vehicle and according to the same they have to supply the fully built unit to Una Nagarpalika. Failure at any part will be contractor's responsibility and will have to bear the cost.

h) The successful tenderer will be fully responsible for the safety and security of the Mobile Toilet / vehicle when in their possession during the delivery, testing, commissioning stage.

i) Tenderer must quote for Model having latest. Only those Model will be considered for evaluation for which any Indian / International (as per prevailing norms in India for such Vehicle) approval certificates attached with tender. Decision for selection of model will be taken by Una Nagarpalika as per the requirements and will be final and binding to all bidders.

j) Necessary design and final approval from RTO / other govt. agencies (as required) as per latest norms and rules is tender's responsibility. If tenderer is failed to comply the rules of RTO /other govt. agencies (if any) and submit the required documents for their supplied vehicles, same will be rejected by Una Nagarpalika.

k) The contractor shall ensure that the supervisors and cleaners are all mentally stable and are able to communicate properly. They should not pose any hazard to the public.

l) This is subject to the jurisdiction of the competent court of Una only. In case of any claim, dispute of difference arising in respect of a contract, the cause action thereof shall be deemed to have arisen in Una and all legal proceedings in respect or any such claim, dispute or difference shall be instituted in a competent court in jurisdiction of Una city only.

Seal and Signature of the Bidder & Date:
Chief Officer UNA NAGARPALIKA

SECTION-II

7. General Conditions of Contract

- a. The Chief Officer of UNA NAGARPALIKA invites the RFP cum financial bid from the Firm/Company having relevant experience and who qualifies the eligibility criteria, of the RFP document for Request for Proposal from reputed Firm/Company.
- b. EMD Rs. 8000/- must be paid by DD/FDR.
- c. The successful bidder within 30 days of the acceptance of the LOA shall execute a Performance Bank Guarantee of any nationalized bank in Favor of Chief Officer UNA NAGARPALIKA payable at Una
- d. The Bank Guarantee can be forfeited by order of the competent authority of the Client in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- e. Performance Security shall be Since bidder has already provided the bid security, before the contracting, the selected bidder shall produce the difference amount of the Performance Security in the form of Bank Guarantee.
- f. Acceptance of the RFPs shall rest with the competent authority which does not bind himself to accept the lowest revenue RFP and reserves the right to reject any or all RFPs without assigning any reason thereof.
- g. The RFP for the work shall remain open for a period of 120 days from the date of opening of the technical bid and the Applicant shall not be allowed to withdraw or modify the offer on his own during this period. Any modifications or additions in terms and conditions of his RFP not acceptable to the Chief Officer shall without prejudice to any right or remedy, be at liberty to forfeit in full said earnest money absolutely.
- h. The Municipality reserves the right to reject all the RFPs of the lowest or any other RFP who in the judgment of the Municipality does not appear to be in its best interest and the Applicant shall have no cause of action or claim against the Municipality or its officers, employees, successors or assignees for rejection of its RFP. The Chief Officer does not bind himself to accept the lowest or any RFP.
- i. The Applicant shall carefully read the eligibility criteria, furnish the details and attach the required documents otherwise the RFP shall be rejected without assigning any reason.

Definitions: In this contract, the following terms shall be interpreted as indicated:

(a) "The contract" means the agreement entered into between the Purchaser and the Supplier, 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 Supplier 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 Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the goods, as named in SCC.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "The Project Site", where applicable, means the place or places named in SCC.
- (j) "Day" means calendar day.

Application: These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

Country of Origin: For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services may distinct from the nationality of the Supplier.

Standards: The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specification, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

Use of Contract Documents and Information: Inspection and Audit by the UNA NAGARPALIKA

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and extent only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause of tender except for purposes of performing the Contract.

The supplier shall permit the UNA NAGARPALIKA to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the UNA NAGARPALIKA, if so required.

Sufficiency of the tender: - The contractor shall be deemed to have satisfied himself before tendering or to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in schedule of works / items / quantities or in bill of quantities, which rate and prices shall, except or otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent. On any misunderstanding or otherwise shall be allowed.

Patent Rights: The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

Performance Security: Within 15 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in tender.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security 5% of the order value (security deposit) shall be denominated in INR only and shall be in one of the following forms:

A Bank Guarantee, issued by any Banks as per Una Nagarpalika circular in the form provided in the bidding documents or another form acceptable to the Purchaser (list of banks, mention in tender documents.); or Demand Draft / Pay Order.

The performance security will be discharged by the Purchaser and returned to the Supplier after the date of completion of the Supplier's performance obligations, including any warranty obligations, without any interest (Separate for supply).

Inspection and Tests: The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted.

The Purchaser shall notify the Supplier in writing in a timely manner (stage inspections) of the identity of any representatives retained for these purposes. The Officers shall be offered final Inspection or / with acceptance tests.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractors(s), at point of delivery. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. If the goods are imported then the testing shall be done at supplier's works or at UNA NAGARPALIKA before being accepted.

Any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

Nothing in GCC Clause, shall in any way release the Supplier from any warranty or other obligation under this Contract.

Maintenance & Defects: -

Defects liability period: - The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the CFO and defects which may develop or may be noticed before the expiry of the period mentioned from certified date of completion and intimation of which has been sent to the Contractor within seven days of expiry of the said period by letter sent by hand delivery or by registered post or e mail.

Packing: The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

Delivery and Documents: Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

Insurance: The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in tender.

Transportation: Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

Incidental Services: The supplier may be required to provide any or all of the following services, including additional services, if any, specified in tender; performance or supervision of the on-site assembly and /or start-up of the supplied Goods; furnishing of tools required for assembly and/or maintenance of the supplied Goods; furnishing of detailed maintenance manual for each appropriate unit of supplied Goods; Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods. Prices charged by the Supplier for incidental services, must include in the Contract Price for the Goods.

Spare Parts: As specified in the tender, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier; such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
In the event of termination of production of the spare parts:

1. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
2. Following such termination, furnishing at no cost to the Purchaser, the blueprints drawings and specifications of the spare parts, if requested.

Warranty: The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) of from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in tender and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex- showroom to the final destination. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in tender, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

The manufacturer / supplier shall provide a Warranty performance security deposit for fulfillment of Warranty Obligations.

Payment: The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the tender.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to tender, and upon fulfillment of other obligations stipulated in the contract.

Payments shall be made promptly by the Purchaser within 60 days after successful & satisfactory supply of product & submission of the invoice or claim by the Supplier. The payment for the Mobile Toilet shall be made on presenting the Mobile Toilet receipt at their factory premise & invoice for the Mobile Toilet and the date of receipt of the Mobile Toilet should be intimated by the contractor as the delivery schedule shall be counted from the date of receiving the Mobile Toilet.

Prices: Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

Technical bid:

Assignment: The Supplier shall not assign to any third party in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

Subcontracts: The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Delays in the Supplier's Performance: Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser (Chief Officer) in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under tender clause a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to tender clause, unless an extension of time is agreed upon pursuant to tender Clause without the application of liquidated damages.

Liquidated damages for delay: Supplier in accordance with the schedule specified in the tender shall make delivery of the equipments.

An unexcused delay by the supplier in the supply of its delivery obligations, supplier will be held liable and Una Nagarpalika can take actions to forfeit of his performance security, imposition of liquidated damages and/or termination of the contract by default.

If the supplier fails to deliver any or all of the equipments within the said period (as informed by Una Nagarpalika based on requirement), Una Nagarpalika shall deduct from the contract price as liquidated damages (Late delivery penalty) will be calculated on the basis of delayed days for delayed quantum (delayed work amount) of work and rate of calculation will be 2% per month of delivery price will be recovered from the supplier without any reference to the supplier. The amount of Liquidated damages will be however subject to the maximum of 10% of the total contract sum.

However, delay more than one hundred (100) days after completion of delivery period may be cause for termination of contract and forfeiture of all security for performance and no payments.

Termination for Default: The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

if the Supplier 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 Purchaser pursuant to tender Clauses; or

if the Supplier fails to perform any other obligation(s) under the Contract.

If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to tender Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

Force Majeure: Notwithstanding the provisions of tender Clauses, the Supplier 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.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof.

Unless otherwise directed by the Purchaser in writing, the Supplier 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.

Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

Settlement of Disputes: The Purchaser and the supplier 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. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchase or the Supplier may give notice to the other party of its intention to raise issue, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. However, any dispute or difference in respect of which a notice of intention to commence The Chief Officer, UNA NAGARPALIKA has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Decision of the Chief Officer, UNA NAGARPALIKA will be final & binding to all.

Limitation of Liability: Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to tender Clause, the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits, or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and any other penalties etc. as per the tender terms. the aggregate liability of the Supplier to the purchaser, whether under the contract, in tort, or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost repairing or replacing defective equipment.

Governing Language: The contract shall be written in **English language**. Subject to tender Clause, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India.

Notices: Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by letter, email and confirmed in writing to the other Party's address specified in tender documents. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Taxes and Duties: Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, Customs duties, Transportation, RTO & Insurance etc. (Including all Charges), incurred until delivery of the contracted Goods to the Purchaser. However, any change in the GST, tax etc. will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department.

8. Special Conditions of Contract

The work involves procurement of **PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) IN UNA NAGARPALIKA (THIRD ATTEMPT)**

However, actual number of procurements will be at the sole discretion of Una Nagarpalika. Chief Officer can order for further / extra quantity, if required during entire RC period.

Tender Validity period: The Validity period is 120 days.

Tenderer has to carry out Design of Vehicles on Mobile Toilet as per the latest applicable norms of RTO and other govt. agencies (as required) in Una and Gujarat, keeping in mind the requirements- specifications of Una; otherwise, it will not be accepted.

After Sales Service: The tenderer shall furnish the list of Municipal Corporations /ULBs /Institutions to whom equipments have been supplied during the preceding Seven Years and the numbers of equipments/vehicles such supplied. It is preferred for bidders to have their workshop / Service Shop in Gujarat along with trained manpower. The bidder will have to provide statutory documents showing details of their registered workshop & after sales service facility. Details of manpower (along with proof) shall be provided with bid. In case any tie up is considered a visit and verification from the authority before the release of the work order shall be done. In case of any false information, bidder shall be rejected for evaluation.

Procurement period (i.e. Delivery Period):

The total procurement period is as per NIT (or as per delivery schedule mentioned in supply order) days. However, delivery period will commence from the date of invoice of Mobile Toilet to the unit (rear water bouser unit) manufacturer by Mobile Toilet supplier. However, unit manufacturer must have to issue complete procurement order (as per the requirement of Mobile Toilet supplier) to the Mobile Toilet supplier immediately within 15 days from the date of receipt of Una Nagarpalika order. Otherwise, late delivery will be considered for such delay period.

Requirements of the vehicle

- a) The vehicle shall be designed as per the designed as per the technical specification as per tender documents.
- b) The vehicle shall be ready to use and all the equipment and accessories shall be provided as per the provisions of Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989 and any amendments from time to time.
- c) All moving parts shall be provided with adequate means of lubrication.
- d) All reciprocating parts shall be suitably guarded.
- e) The vehicle shall be capable of being operated under all conditions continuously with no drop of efficiency or any ill effects on its component while being used on emergency call for continuously in hot, humid and dusty condition.

Delivery Schedule

However, as per requirement, Una will give delivery schedule (if delivery required in staggered manner/delay as mentioned above) to the successful bidder/s.

Delivery location: At Location of Una; Una, Gujarat at site specified by Una Nagarpalika in order.

Logo - Printing: Successful tenderer/s must print logo & messages as per Una Nagarpalika requirement on each item separately. Good quality printing shall be carried out by tenderer, Sample shall be first shown to Una & after approval agency has to print.

Payment Terms

- (1) For Mobile Toilet: 100% Mobile Toilet payment against Proforma Invoice.

PERFORMANCE SECURITY GUARANTEE

for Supply of Vehicles: As a contract performance security, the contractor shall furnish performance guarantee for supply part in the form of Bank Guarantee (as per Una rules) or by Demand draft/ pay order / Bank Guarantee within 15 days from the date of order for the amount at least 5 % of the ordered amount from any Nationalized Bank/Schedule bank/Banks mentioned in BM circular and made payable to the "Chief Officer Una Nagarpalika" payable at Una. If any delay, necessary action will be taken by Una and will be binding to successful tenderer.

Vehicles supplied by contractor must have warranty of 12 months from the date of delivery against any manufacturing defects etc.

This guarantee (BG) shall be renewed timely (every yearly) till expiry of contract. The contractor shall furnish performance guarantee in the form of Bank Guarantee (as per BM rules) or by Demand draft/ pay order / Bank Guarantee within 15 days from the date of order from any Bank as mentioned in Una Nagarpalika circular and made payable to the "UNA NAGARPALIKA ". Payable at Una which shall be released after the successful completion of the contract period, subject to no due certificate from the Corporation,

if any amount is due from the contractor even after adjusting from quarterly bills, the same will be recovered from this amount. If any delay, necessary action will be taken by BM and will be binding to successful tenderer.

Forfeiture of Security money: - Security amount in full or part may be forfeited in the following cases: - When any terms and conditions of the contract are breached

- (i) When tenderer fails to make complete supply, installation, commissioning and testing of the equipments/ Vehicles satisfactorily as per scope of work and conditions. The decision of the Chief Officer, Una in this regard shall be final.

Force Majeure: Notwithstanding the provisions of tender, the Supplier 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.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

Transit Insurance: The Supplier is responsible for transit and all other insurances (as/if required) till the items are delivered at the location mentioned in the Procurement Order/ informed to bidder.

Taxes and duties: Shall be included in the indicated price. Tenderer has to quote the total price, net including of GST & all taxes & duties etc., and for evaluation and finalization purpose, the total price will be taken in to consideration (Based on actual GST applicable on such item by Govt. Dept.) Transportation, Packing, Forwarding, Insurance charges shall be included in the indicated price. Tenderer has to properly examine GST rate schedule before filling the tender; BM will not be responsible later on & will not give any change unless otherwise it is changed by Govt. authority.

However, any change in the GST, tax etc. will be considered at actual for which contractor will have to submit necessary documentary proofs as required by department.

GST (Goods & Service Tax) has come in existence from 1st July 2017. Contractor/successful bidder is bound to pay any amount of GST prescribed by the Govt. Of India as per the terms of contract agreed upon during execution of this contract.

During the course of execution of contract, if there is any change in rate of GST (Goods and Service tax) by the government, the same shall be reimbursed/recovered separately by Una, subject to the submission of original receipt /proof for the amount actually remitted by the successful Tenderer/ Contractor to the competent authority along with the certificate from Chartered Accountant of contractor/successful bidder certifying that the amount of GST paid to the government and the same shall be intimated/ submitted/ claimed within 30 (thirty) days from the date of payment.

Remittance of GST within stipulated period shall be the sole responsibility of the successful bidder/contractor, failing which, Una may recover the amount due, from any payable dues with Una and decision of Chief Officer shall be final and binding on the contractor/successful bidder in this regard.

Further, the non-payment of GST to the government may lead to the termination of contract and forfeiture of Security deposit/performance guarantee amount.

2% TDS will also be deducted as GST TDS.

If imposition of any new taxes/ duties/levies/cess or any other incidentals etc. or any change in the existing taxes/ duties/levies/cess or any other incidentals etc. (Including GST) and imposed during the course of the contract, the same shall be considered at actuals for payment purpose. Necessary documents shall be submitted by tenderer as required by Una Nagarpalika.

Warranty Period: Supplier shall warrant that the supply shall be warranted against faulty materials and workmanship for items supplied for a period of 12 months from the date of supply.

Inspection: The bidder/s will make arrangement with cost for inspection of the Vehicle by Third Party along with Una Nagarpalika (if required), before delivery, at factory site. If any discrepancy is found in the material supplied and technical specifications approved, the same shall be rejected and bidder will have to collect rejected material /Item within seven days. No claim for the rejected material shall be entertained. Necessary test certificate/s from approved test Laboratory shall be submitted by successful bidder/s as & when asked by Una.

Liquidated damages for delay: Supplier in accordance with the schedule specified in the tender shall make delivery of the equipments. An unexcused delay by the supplier in the supply of its delivery obligations, supplier will be held liable and Una Nagarpalika can take actions to forfeit of his performance security, imposition of liquidated damages and/or termination of the contract by default.

If the supplier fails to deliver any or all of the equipments within the said period (as informed by BM based on requirement), BM shall deduct from the contract price as liquidated damages (Late delivery penalty) will be calculated on the basis of delayed days for delayed quantum (delayed work amount) of work and rate of calculation will be 2% per month of delivery price will be recovered from the supplier without any reference to the supplier. The amount of Liquidated damages will be however subject to the maximum of 10% of the total contract sum.

However, delay more than one hundred (100) days after completion of delivery period may be cause for termination of contract and forfeiture of all security for performance.

Seal and Signature of the Bidder & Date:

Chief Officer, Una Nagarpalika

APPENDIX 1 TECHNICAL SPECIFICATIONS

SR. NO. 1- TECHNICAL SPECIFICATION

Supplying of 10 - Seater Modular Toilet with each cubicle of size 890mm X 840mm X 1980mm and with Sludge tank (capacity-2000ltrs) with 100mm outlet facility through butterfly valve and hose pipe (For 10-seater).

Specifications		
Number of Compartments	:	10 – seater modular toilet
Type of WC	:	Indian with SS pan
Water facility	:	By mean of overhead tank (Capacity 1200 Litres)
Sewage facility	:	Sludge tank (capacity-2000 litres) with 100mm outlet facility through butterfly valve and hose pipe (For 10-seater)
GENERIC		
Mode of Supply	:	Assembled Ready to Use
Number of Compartments	:	10 - seater modular toilet
Type of WC	:	Indian with SS pan
Number of WC	:	10
Water facility	:	By mean of overhead tank (Capacity 1200Ltrs)
Wash basin	:	2 Nos. outside the cabin with common facility
Sewage facility	:	Sludge tank (capacity-2000 litres) with 100mm outlet facility through butterfly valve and hose pipe (For 10-seater)
Ventilation	:	Full size ventilation above door plus half size ventilation on other side for cross ventilation
Top(roof) shape	:	Slanting/taper
Projection of Roof	:	50mm projection on all the four sides
Installation and commissioning	:	To be done by consignee himself
Plumbing and Sanitation fitting connection	:	To be done by consignee himself
Electrical connection	:	To be done by consignee himself
Waste extraction Fitting	:	To be done by consignee himself
Leech pit provision	:	Yes
FRAME MATERIAL		

Bottom frame material	:	75mm X 37.5mm C-channel MS - 5mm X 37.5mm C channel MS - 40mm X 40mm X 5mm(thick) MS angle - 40mm X 40mm X 5mm (thick) MS Tee - 35mm X 35mm X 5mm (thick) MS angle and 25mm X 25mm X 3mm (thick) MS angle for 4-seater/6-seater/8-seater and 10-seater
Side panel frame material	:	35mm X 35mm X 5mm (thick) and 5mm X 25mm X 3mm (thick) MS angle (for 4-seater/6-seater/8-seater & 10-seater)
Top (roof) frame material	:	40mm X 40mm X 5mm (thick)-35mm X 35mm X 5mm (thick) and 25mm X 25mm X 3mm (thick) MS angle
Top (roof) support frame structure	:	40mm X 5mm (thick), 35mm X 5mm (thick), 25mm X 3mm (thick) MS flat
Partition frame material	:	35mm X 35mm X 5mm (thick), 25mm X 25 mm X 3mm (thick) MS angle
Ventilation frame material	:	25mm X 25mm X 3mm (thick) flat MS
Door frame material	:	50mm X 25mm of 14-16gauge rectangular MS hollow pipe
Support material for Door panel fixing	:	No support material
Door hinges (two numbers)	:	75mm size with 1.2-1.5mm thickness MS
Tank holder frame material	:	25mm X 3mm (thick) MS flat
Unit under structure	:	Supported by 4-legs of size 75mm X 37mm C-Channel MS angle
Stairs frame material	:	25mm x 25mm X 3mm MS angle
Stairs material	:	25mm X 3mm MS flat
Door Tee material	:	40mm X 40mm x 40mm X 5mm (thick) MS Tee
PANEL MATERIAL		
Side panel material	:	Single layer 3mm thick FRP
Top (Roof) panel material	:	Single layer 3mm thick FRP
Door panel material	:	Single layer 3mm thick FRP
Partition panel material	:	Single layer 3mm thick FRP
Floor material (inside cubical)	:	5mm thick FRP material
DIMENSION		

Size of each cubical (L X W X H) \pm 25mm	:	890mm X 840mm X 1980mm
Door size (W x H) \pm 20mm	:	585mm x 1830mm
Ventilation size (WXH) \pm 10mm	:	650mm X 40mm
Partition height \pm 20mm	:	1830mm
Single pan size \pm 10mm	:	580mm X 440mm with built in platform/footrest
Stairs size \pm 10mm	:	610mm X 230mm having 3-step
Leg height \pm 20mm	:	NO legs
MISC		
Door locking bolts	:	Size 100mm of MS
Tower bolt locking	:	N.A.
Overhead tank material	:	made of double layer HDPE sheet
Wash basin material	:	made of SS 304
WC material	:	made of SS 304
Towel rail/ring	:	made of SS 304
Cloth hook	:	made of chrome plated
P-trap material	:	made of HDPE (75mm)
Footrest (WC) material	:	made of FRP integrated with Indian WC and floor
Sewage tank material	:	Sludge tank made of FRP 4mm thick (for 4-seater/6-seater/ 8-seater and 10-seater)
Mirror Size	:	455mm X 305mm
Electric provision	:	By mean of connection from main line
Water supply connection	:	UPVC pipe connection with all toilet interconnecting
Seat cistern fitting	:	By PVC flush pipe to toilet seat
Soap stand	:	SS 304 made
Tap material	:	Chrome plated
Base floor surface(inside)	:	N.A.
Provision for vent pipe	:	From sludge tank/septic tank
Raised platform for passage	:	Width of passage 1220mm and height of passage above ground level 225mm antiskid block finish on passage only
Level indicator provision	:	To be provided in every sewer / sludge tank to know the level of sludge and plan to get it evacuated
CIVIL FOUNDATION DETAILS		

Brick foundation size		
Pocket to be filled		
Plinth height		
Platform size	:	N.A.
Soling height		
Floor casting		
Outside plinth plaster		
Stairs dimension		
TWIN LEECH PIT		
Twin leech pit with inspection chamber	:	N.A.
Construction of leech pit	:	N.A.
Top cover	:	N.A.
Rings material	:	MS
Dimension(inside) of one inspection chamber	:	N.A.
Base of chamber	:	N.A.
Finishing of chamber (inside surface)	:	N.A.
Pipe connection	:	N.A.
COLOUR & FINISH		
Colour of cabin	:	As per buyer's choice
Finish	:	With Primer and Paint
WARRANTY		
Warranty period in number of years	:	1 Year
CERTIFICATION		
Test reports to be furnished to buyer's on demand	:	YES
OEM of offered product is ISO 9001:2015 certified	:	YES



Reference Photos OF Mobile Toilet

Annexure – “B”

**ON THE MANUFACTURER’S / DEALER’S / DISTRIBUTOR’S
LETTER HEAD AUTHORIZATION FOR (MENTION ITEM NAME)**

DATE :

To,

The Chief Officer

UNA NAGARPALIKA

Una

Ref: Tender No: (PLEASE INSERT BID REFERENCE)

Dear Sir,

We, (NAME OF THE OEM), who are the manufacturers / dealers / distributors of (NAME OF ITEM), having our office at (REGISTERED OFFICE / FACTORY ADDRESS) do hereby authorize (NAME OF THE BIDDER) to submit a bid, against above mentioned tender. The purpose of which is to provide the following equipment (NAME OF ITEM) and to subsequently negotiate & sign the contract.

We hereby extend our full warranty for the above specified equipment offered by us, supporting the supply, installation & operational acceptance of the said equipment by (NAME OF THE BIDDER) against these bidding documents & duly authorize the said bidder to act on our behalf in fulfilling these guarantee & warranty obligations.

No other company other than (NAME OF THE BIDDER) unless authorized by a separate letter directly addressed to you mentioning the tender details, are authorized to bid, & conclude the contract for the above goods manufactured by us, against this specific tender.

We also hereby declare that during the contract (including warranty / defects liability), we will make our technical & engineering help available to (NAME OF THE BIDDER) to assist them on a reasonable cost & best effort basis, in performance of all their obligations to the purchaser under the contract.

For, (NAME OF THE MANUFACTURER / DEALER / DISTRIBUTOR)

SIGNATURE

NAME OF THE PERSON SIGNING THE LETTER DESIGNATION / AUTHORITY

APPENDIX-2 PRE-QUALIFICATION CRITERIA

Following are the minimum requirements for tenderer to qualify in the bid.

A. Only duly registered Firm/Company can submit Bids. Provide Certificate of Registration. (I.e. GST/IT, ISO etc.)

B. Only manufacturer of such type of Mobile Toilet and / or its authorized dealer / distributor can take part in the tender for which necessary documentary proof should be enclosed with tender.

C. The tenderer shall furnish the list of Municipal corporations / ULBs / Institutions with Address To whom such type of Mobile Toilet have been supplied during the preceding three years and the numbers of such vehicles supplied & its order copies.

D. The tenderer shall furnish at least 1 Nos. certificates of satisfactory performance of such Mobile Toilet together with copies of purchase orders received from those clients.

E. Certificate from Chartered Accountant about turnover of past three financial years shall be attached.

F. The Supplier should meet the financial criteria as set out below:

a. The Tenderer/s should have minimum Annual turnover of any one year from **last three** financial years 2022-2023 & 2023-2024, 2024-2025 **Rs. 8 lakh for participating Agency.**

b. The Tenderer should have a Bank solvency certificate from a Nationalized Bank / Scheduled Bank / banks as per Una Nagarpalika circular of an amount is **Rs. 1.60 lakh** Bank Solvency shall not be older than one year period.

G. Sealed tenders, for the above work are invited from the bidders. The bidders shall be a single entity only, bidding for the Project. The Bidder should have supplied such type of Mobile Toilet (either of same capacity or higher) in **last three Years** ending **31-03-2025** as under;

a. Three similar works which should not be less than 40% of work value (i.e. not less than Amount Rs. 3.20 Lakhs) of the estimated work of this tender
or

- b. Two similar works which should not be less than 50% of work value (i.e. not less than Amount Rs. 4 Lakhs) of the estimated work of this tender
or
c. One similar work which should not be less than 80% of work value (i.e. not less than Amount Rs. 6.40 Lakhs) of the estimated work of this tender

Similar work means supply of Mobile Toilet (either of same capacity & / or higher capacity) All necessary documentary evidence shall be submitted along with the tender.

Disqualification: Disqualification Even though the Applicants meet the above criteria, they are subject to be disqualified if Applicant or any of its constituent partners have:

- Made misleading or false representation in the forms, statements, and attachments submitted; or - Been debarred or terminated or blacklisted (and effect is continued on due date of this tender) by Central Govt. organization / State Govt. organization / BM / Any Municipal Corporation / ULBs in case of a proprietary firm, partnership, private ltd, limited firm the following are the disqualification in case of failure to disclose information by partners or the proprietor:

(i) If, any of the directors, partners or the proprietor is debarred / blacklisted by Central govt. organization / State Govt. organization / ULB / Any Municipal Corporation / BM or any other Agency of Government of India or any of the State Government and effect is continue on due date of this tender.

(ii) If, any of the directors, partners or the proprietor has a criminal history or has been convicted by any court of law for any of the offenses under any Indian laws.

(iii) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

(iv) If, any criminal proceeding is pending in any court of law in India against any of the directors, partners or a proprietor and if any such proceeding culminates into conviction.

However, merits of such actions will be reviewed by Chief Officer, Una Nagarpalika (If need be) and can take decision accordingly after review, which will be final & binding to all tenderers.

Note: The experience as sub-contractor shall not be considered

Contractor 's Sign

Chief Officer, UNA NAGARPALIKA

APPENDIX 3 DETAILS OF TENDERER

1.
 - (a) Name of Tenderer
 - (b) Address of the office(s)
 - (c) Date of incorporation and/or commencement of business
2. Brief description of the Tenderer's main lines of business.
3. Details of individual(s) who will serve as the point of contact / communication for BM with the Tenderer:
 - (a) Name:
 - (b) Designation:
 - (c) Company/Firm:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-mail address:
 - (g) Fax number:
 - (h) Mobile number:
4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Tenderer
 - (a) Name:
 - (b) Designation:
 - (c) Company/Firm:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-mail address:
 - (g) Fax number:
 - (h) Mobile number:
5. Details of the Mobile Toilet to be supplied as per Clause 1.0, Appendix 1
 - Specification
 - Pictures- Drawing etc.
 - Brief description
 - Delivery Schedule

APPENDIX 4 FINANCIAL QUOTATION

ATTACHED SEPARATELY

ANNEXURE – 1 AFFIDAVIT

I/We, _____age _____years residing at _____in capacity of _____M/s. _____, hereby solemnly affirm that

1. All general Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
2. I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	
3.	
4.	
5.	

3. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4. It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
5. I / We further undertake to produce on demand the original certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
6. I / we also understand that failure to produce the documents in *Prescribed Performa* (Wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.
7. My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
8. I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document important information in each document is "highlighted" with the help of "marker pen" as required.

9. The above certificates / documents are enclosed separately and not on the Performa printed from tender document.

10. I / we say and submit that the permanent Account Number (PAN) given by the income Tax Department is ____ which is issued on the name of ____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable]

11. I / we understand that giving wrong information on oath amounts to forgery and perjury, and I/we am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD / PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

12. I/ We have physically signed & stamped all the above documents along with copy of tender documents (page no. 1 to 75).

13. I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

14. I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.

15. In case of breach of any tender terms and conditions or deviations from bid specification other than already specified as mentioned above, the decision of Tender Committee, Tender authority for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Place:

Stamp & Sign of the Tenderer
Signature and seal of the Notary

ANNEXURE – 2

Tender Name of work: - PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) IN UNA

NAGARPALIKA (THIRD ATTEMPT) Tender No: -

I / We agree that all the clause, information mentioned in this tender document are correct as per my knowledge and I / We have read and understood all the terms and conditions mentioned in document carefully. I / We abide to agree and follow to the terms and conditions stated in the tender.

I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.

Date:

Name of Tenderer:

Place:

Sign / Stamp

ANNEXURE - 3
GENERAL INFORMATION:

All individual firms are requested to complete the information in this form. Individual information should be provided for all owners, directors or applicants that are partnerships public / Pvt. Ltd. or individually owned firms etc.

1.	Name of Firm:	
2.	Type of firm:	
3.	Head office address:	
4.	Local office address (if any):	
5.	Authorized Person:	
6.	Mobile:	
7.	Landline:	
8.	Facsimile:	
9.	E-mail:	
10.	Place of incorporation / registration:	
11.	Main line of business:	

Signed by the Authorized signatory of the firm

Title of the office:

Name of the firm:

Date:

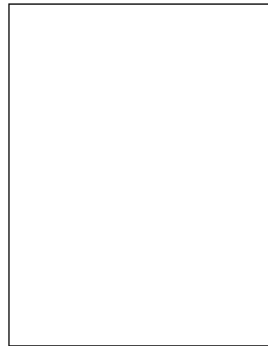
**ANNEXURE - 4
UNDERTAKING**

Photographs of Proprietor/Partner/Director

**To,
The Chief Officer,
Una Nagarpalika
Una**

SUB: PROPOSED OF SUPPLYING MOBILE TOILET (1 NO) IN UNA

NAGARPALIKA (THIRD ATTEMPT) Ref.: Tender No –



Sir,
Bid No. _____

1. I/We _____, Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We whose names are given herein below in details with the addresses have not filled in this quotation under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with any establishment / firm or any other person, who have filled in the quotation for the aforesaid work".
2. I/We the Proprietor/Managing Partner/Managing Director/ Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject supply as per the present market rates and that we have not offered less prices for the subject supply to any other outside agencies including Govt./Semi Govt. agencies and within the BM also. Further, we have filled in the accompanying quotation with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including

forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this quotation."

3. "I/We further agree and undertake that in the event, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this quotation is false or incorrect, I/We shall compensate the UNA NAGARPALIKA for any such losses or inconveniences caused to the Corporation, in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."
4. I/We agree that the decision of the UNA NAGARPALIKA in prequalification/ selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to the me/us. All the information and data furnished herewith are correct to my/our best of knowledge.
5. I/We agree that I/we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.

Signed by the Authorized signatory of the firm

Title of the office:

Name of the firm:

Date:

(NOTE: THIS AFFIDAVIT SHOULD BE GIVEN ON RS.300/- STAMP PAPER DULY NOTARIZED BY NOTARY WITH RED SEAL AND REGISTRATION NUMBER.)

ANNEXURE – 5
DECLARATIONS OF THE CONTRACTOR

1.0 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.

2.0 The undersigned also hereby certifies that neither our firm M/s. __, nor any of its constituent partners, directors etc. have abandoned any work in India nor any contract awarded to us for such works has been rescinded.

3.0 The undersigned hereby authorize(s) and request(s) any bank, person, authorities, Government, or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the BM to verify our statements or our competence and general reputation.

4.0 The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the BM.

5.0 The BM and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or Authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the Tender or about the resources, experience and competence of the Applicant.

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding scope of work, all materials and labor on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by the Engineer in charge or his duly authorized representative during execution of the work and to abide by the decision of BM.

Signed by the Authorized signatory of the firm

Title of the office:

Name of the firm:

Date:

Annexure –6
Format for Bank Guarantee for Bid Security (EMD)

A) G. No. Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... (a company registered under the Companies Act, 1956) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ***** Project on basis (hereinafter referred to as “the Project”) pursuant to the Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at..... and one of its branches at..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the entire tender Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Bid Document - for Documents

including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One Hundred eighty days) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. To give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other Bid Document- forin the State of Gujarat person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10 It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms., its and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Annexure –7
Proforma for manufacturers authorization form

To,
Chief Officer UNA
NAGARPALIKA Una

Dear Sir,

Reference: - Your E Tender document no. - _____ dated _____

We _____ who are proven and reputable manufacturer of _____ (Name and description of the goods offered in the tender) having factories at _____ hereby, certified that M/S (Name and address of the distributor/dealer/agent) is our authorized distributor/dealer and authorized them submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the above goods manufactured by us. We also hereby extend our full guarantee as applicable for the goods and services offered for supply by the above firm against this tender documents for a minimum period of XX years from the date of supply of vehicle. We also promise to provide all the necessary technical / after sales service and spare parts support for the complete vehicle supplied through M/s----- (name of bidder)

Yours faithfully,

(Signature with date, name & designation)
For and on behalf of M/S _____

Note- 1. This letter of authorization should be on letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

Annexure –8
Irrevocable Undertaking

(On Rs. 500/- Stamp paper)

I Shri/Smtaged....., years..... Indian Inhabitant.
Proprietor/Partner/ Director of M/s
Resident at ... do hereby give Irrevocable
undertaking as under.

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily pass on to BM by way of commensurate reduction in prices.
- 2) I further say & undertake that I understand that in case the same is not passed on and is discovered at any later stage, BM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/ company/ other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per provisions of GST Act.

Whatever has been stated here in above is true & correct to my/ our own knowledge & belief.

Solemnly affirmed at
This day of

DEPONENT
BEFORE ME