



Request For Proposal

For

**“For Selection of Agency for deployment of
ICT based Solid Waste Management System**

For

Jaipur Municipal Corporation, Heritage (Rajasthan)”

For

Municipal Corporation Jaipur, Heritage

Estimated Cost: 1,49,74200/-

Contract Duration: 24 Months (2 Years)

Commissioner

Municipal Corporation Jaipur, Heritage

Old Police Commissioner Office, Jalebi Chowk, Jaipur, Rajasthan 302002 India.

Email: njheritage@gmail.com, envcellnnjh@gmail.com

DISCLAIMER

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1 | Page

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Date: 2024.07.03 11:29:11 IST
Reason: Approved

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Nagar Nigam Jaipur Heritage (NNJH) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the NNJH to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NNJH in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NNJH, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NNJH accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NNJH, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, cost, etc.

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statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The NNJH also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The NNJH may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the NNJH is bound to select a Bidder or to appoint the Successful Bidder or Contractor, as the case may be, for the Project and the NNJH reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NNJH or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NNJH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

RajKaj Ref
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3 | Page

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DEFINITION OF TERMS

Agreement/Contract means; the Contract entered into by the parties with the entire documentation specified in the RFP.

NNJ-H: Nagar Nigam Jaipur, Heritage

Applicable Law(s) means; any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.

Authority means the Municipal Corporation Jaipur Heritage. The project shall be executed in Jaipur Heritage and shall be owned by the NNJH.

Contract Value means; the price payable to the successful bidder under this Contract for the full and proper performance of its contractual obligations

Document means; any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000. Service level agreement (SLA) is the service level and performance commitment of an Independent Engineer to NNJH that defines the performance output and availability of the deliveries and installations under this RFP Requirements.

OEM means the Original Equipment Manufacturer of any equipment / system / software / Product which are providing such goods to the NNJH under the scope of the RFP.

Services mean the work to be performed by the successful bidder pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the NNJH. **Acceptance of System/Solution** means; the system/solution shall be deemed to have been accepted by the NNJH, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of NNJH. Refer to Section 2 of the RFP.

Commercial Off-The-Shelf (COTS) means; software products that are ready-made and available for sale, lease, or license to the general public.

Confidential Information means; the information disclosed or submitted to the IE by NNJH in written, representational, electronic, verbal or other forms and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted whether prior to or after the date of this Agreement/Contract, including without limitation, the information on the contents and existence of this Agreement and analysis, compilations, studies and other documents prepared by either Party which contain or otherwise reflect or are generated.

Project means; Selection of Agency for deployment of ICT based Solid Waste Management System For Jaipur Municipal Corporation, Heritage (Rajasthan)"

Independent Engineer; (IE) means; the IE chosen out of the bidding process to execute the Implementation of Independent Engineer (IE) for monitoring of door to door collection.

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segregation and transportation of municipal solid waste with the help of IT based system for NNJH.

Effective Date; The date on which this Contract is signed and executed by the parties.

RajKaj Ref
8603393

5 | Page

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General Instructions of the Tender

1. The tender Document can be downloaded from the website of <https://eproc.rajasthan.gov.in/>
2. Tender should be filled in ON-LINE clearly indicating the figures and value in words.
3. The tender in format prescribed should be submitted duly filled in and digitally signed. The tender in any other form will not be considered.
4. Tender Document & Earnest Money Deposit.

The agency must submit the tender fee of Rs. 10,000/- and submit EMD (Earnest Money Deposit) (Rs. 2,99,485/-, 2 % of the Estimated Tender Cost, 0.5 % of Bid Amount 74,871.25/-) online. The tender document fee is non-refundable, non-adjustable and non-transferable and The EMD submitted by unsuccessful agencies shall be returned to them without any interest whatsoever, within 180 days after conclusion of the contract with successful agency. The EMD submitted by successful agencies shall be returned to them after the successful agency deposits the performance security Deposit according to conditions stipulated in the bid document.

5. Security Deposit

- a) The Selected agencies must deposit the 5% of tender cost as amount of Performance Guarantee within the stipulated date specified in the acceptance letter and will be released as the work is commenced by the selected agency.
- b) The approved firm shall deposit the Performance Guarantee and Security Deposit in the form of FDR/Bank Guarantee only in favour of "Commissioner, Jaipur Municipal Corporation, Heritage" by any Nationalized Bank of India only.

6. Disqualification of Tender

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

- a) The Earnest Money is not deposited in the manner specified in this RFP
- b) The tender is filled in a language other than English.
- c) The successful tenderer / agency does not agree to place Security Deposit [SD] as specified in this RFP
- d) The validity period of tender / bid / proposal are less than 180 days from the actual date of opening of tender.
- e) Submission of tender without tender fees/E.M.D.
- f) Conditional offers or vague offers.
- g) Rates have been shown elsewhere Rajasthan Price Bid 8603393
- h) Items with changes/deviations in the specification/standard packing quantities

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- i) Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
- j) All Documents are well scanned and should be readable. Un-Readable Documents may Leads to Disqualification.
- k) Submission of tender without Pre-qualification, Technical Qualification, any other documents in supporting of bid as asked in this RFP.

RajKaj Ref
8603393

7 | Page

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INDEX

Sr. No.	Contents	Page No.
1	City background	9
1.1	Purpose	9
1.2	Availability of RFP Document	10
1.3	Validity of Application	10
1.4	Amendment of RFO Document	10
2.0	Scope of Work	11-15
2.1	Manpower Requirement	15
2.2	Qualification of Manpower	15
2.3	Integration requirement	16
2.4	Technical requirement	16
2.5	GPS Device	16-17
3.0	Payment Implementation & Payment Schedule	18
4.0	Criteria for Evaluation	19
4.1	Evaluation process	19
4.2	Pre-Qualification Criteria	19-21
4.3	Technical Evaluation Criteria	21-22
4.4	Award of Contract	22
4.4.1	Award Criteria	23
4.4.2	Letter of Acceptance	23
4.4.3	Signing of contract	23
4.4.4	Performance Bank Guarantee	23
4.5	Right to vary quantity	24
4.6	Change Control	25
4.7	Comprehensive warranty & maintenance	25
5.0	Other Terms & Conditions	27-28
5.1	Penalty Deductions	28-29
6.0	Force-Majeure	29-34
ANN-1	Guidelines for pre-qualification proposal	36-37
ANN-1.2	Bidding Firm Details	38
ANN -2.1	Guidelines for technical proposal	39-40
ANN -2.2	Format for project experience	41
ANN -3.1	Financial proposal cover letter	42-43
ANN -3.2	Financial proposal format and instruction	44
ANN- 4	Self Declaration for black-listing	45
ANN -5	Format for Annual Turn-over	46
ANN -6	Power of Attorney	47
	Annexure A,B,C,D,E,F,G,H	48-55

RajKaj Ref
8603393

8 | Page

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Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

1.0 City Background

Swachh Bharat Mission (the "SBM") program was launched under the Ministry of Urban Development, Government of India to undertake reforms and facilitate investments in the urban sector of identified cities. Jaipur city comprising 91 wards (8 zones) has been selected as one of the cities eligible for availing financial assistance under the SBM program. After delimitations of wards, Nagar Nigam Jaipur is now divided into two Nagar Nigam. Nagar Nigam Jaipur Greater includes 150 Wards and Nagar Nigam Jaipur Heritage includes 100 Wards. Total Population of Nagar Nigam Jaipur Heritage is about 13,40,550 as per 2011 census. The Nagar Nigam Jaipur, Heritage through the private operator is implementing "Door to Door Collection, Segregation & transportation of waste (C&T) for Jaipur under the guidelines of Swachh Bharat Mission (SBM). The outcome of the project would allow healthy living standards and better waste management facilities for the Jaipur urban population. The contractor has been engaged by the Nagar Nigam Jaipur Heritage for the Monitoring of Door to Door collection and transportation work. In order to monitor the same and other SWM Projects, an Independent Engineer (IE) will be appointed by Nagar Nigam Jaipur Heritage for implementation of SWM projects under the guideline of SBM.

Zones included in Nagar Nigam Jaipur Heritage			
Zone	Ward	Total wards	Population (2011)
Hawa Mahal	1 to 30	30	405091
Civil Lines Zone	31 to 54	24	325982
Kishanpole Zone	55 to 75	21	276236
Adrash Nagar Zone	76 to 100	25	333241
	Total	100	13,40,550

1.1 Purpose

Jaipur Municipal Corporation, Heritage seeks the services of an Agency "For Selection of Agency for deployment of ICT based Solid Waste Management System For Jaipur Municipal Corporation, Heritage (Rajasthan)". The outcome of the required system should be configurable to meet Software as a service (SaaS) model. This document provides information to enable the Agencies to understand the broad requirements to submit their Proposals.

1.2 Availability of RFP Document

The document can be purchased from the website <https://www.mncrajasthan.gov.in/>.

RajKoj Ref
8603393

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1.3 Validity of Application

The Application shall be valid for a period of not less than 180 days from the Application Due Date hereinafter called "Application Validity Period". Authority reserves the right to reject any Application, which does not meet this requirement.

1.4 Amendment of RFP Document

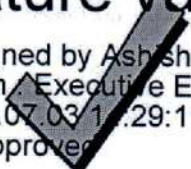
All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP. The Agencies are advised to visit the e-tendering portal on regular basis to check for necessary updates. Authority also reserves the right to amend the dates mentioned in this RFP.

RajKaj Ref
8603393

10 | Page

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2.0 SCOPE OF WORK

I. BROAD SCOPE OF WORK

The scope of work involves design, development and installation of the following components for Jaipur Municipal corporation, Heritage.

(Components are given for reference purpose. Proposed solution should cover all the relevant functionalities captured under these components. In case any system/component needs to be reclassified / redefined, the bidder should provide proper justification for the same).

II. Intelligent Fleet Management System

Advance Vehicle Tracking and Monitoring

- The system should have functionality for tracking and monitoring of all vehicles and provide its real time status
- System should have tools for planning and allocating resources (manpower, vehicle and inventory)
- System should be able to monitor the entry and exit of the vehicle in every lane
 - It should be able to calculate the average time that the vehicle spends in each lane.
 - System should be able to ensure that geo-fences are enabled on routes of all vehicles (esp. those of SWM), administrative boundaries, transfer stations, workshop, landfill and other features/locations as and when defined upon requirement.

Alert Management System

- System will need to generate alert if the vehicle spends more than the usual time required to traverse the route from its waste pickup point to the transfer station and back. (This analysis will need to be done using the traffic congestion data like those available on Google maps or other similar platforms/applications)
- Based on data availability for number of households in each lane; the time spent in each lane, stoppage time should be defined and an evaluation beyond permissible limits either side should be alerted
- It should be able to record intermittent stoppages along a particular lane, so that it can be used for indirect inference that time was provided for the residents to deposit their garbage and accordingly it can be deduced that waste has been collected in each and every house in every lane

- System should have alert generation facility against delays or other issues during solid waste pickup duties.
- If the vehicle takes more than 10% of its total allocated time at a particular lane/area according to the route guide (pre-defined), then immediate alert should be raised.
- Minimum 10 % relaxation will be given GPS and IOT based navigation Route coverage system.
- In case of GPS fly issue/weak network observed appearance remediation and assessment of route coverage shall be done by Agency by preferable of suitable SOP.

iii Solid Waste Management System

Route Field Survey and Digitization

The Agency shall provide application and assist JMC,HERITAGE to perform Site Survey of all the existing & new locations of JMC,HERITAGE. This will include mapping of routes and transfer stations/landfill through field survey and plot the actual locations (latitude / longitude) on the GIS map for tracking and monitoring purpose.

Route Management

- System should be able to record vehicle movement. Basis for same will be GPS or Mobile location.
- System should have the ability to mark events such as start & end of each lane as well as mark household counts in each lane.

Asset Management & Monitoring

- System should have feature to-manage resources including vehicles, GPS devices, transfer stations by creating a centralized master data setup.
- System should have feature to view/add/modify/delete waste collection shifts, routes & region.
- System should have feature to create employee directory and assign each employee a designation & department.
- System should have feature to assign drivers, GPS device, and routes to vehicles.

MIS Report Generation System

- System should create a master data management module.
- System should be able to generate reports based on waste collected, routes covered - citizen wise, zone wise, ward wise, vehicle wise.
- System should be able to generate reports based on driver performance. Reports should include parameters including but not limited to total households covered, average vehicle speed, total

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RajKaj Ref
 8603393

alerts generated, total trips made by hoopers, total time taken, non-coverage area, details of uncovered area, colony etc. total distance travelled.

Iv Mobile Application

For Citizens:

- App should enable citizens to register and subscribe for multiple waste collection routes to know the ETA of vehicles.
- App should show the live location feed of subscribed vehicles.
- The app should have a English interface.

For Officials:

- App should allow have features of a consolidated view of daily activities such as route coverage, region wise vehicles status on the dashboard. This should be based on authentication and assigned privileges,.
- App should enable officials to view live tracking of vehicles based on waste collection shifts.
- All alerts generated for system should be visible to officials over app & action on alerts from app should be possible.
- Officials should be able to view various types of MIS reports.
- Any information / action performed in the app should be real time and in sync with the web-based actions.

V Independent Engineer :-

Broadly, the Scope of Work of the Independent Engineer (IE) shall encompass the following activities.

- I. IE shall independently supervise, review, monitor & Submit monthly performance report to respective DC (Zone)/EE Project.
- II. IE shall supervise Door to Door Collection, Segregation and Transportation of MSW, work shall be executed according to Solid Waste Management Rules, 2016 and subsequent amendments thereof and Swachch Survekshan Surveys, NGT & CPHEEO manual guidelines.
- III. IE shall provide no. of vehicles/equipment/manpower & submit its detailed plan, which will be required for smooth functioning of Door to Door Collection, Segregation and Transportation of MSW work & review it annually for subsequent years as per CPHEEO/ SWM Rule 2016 manual.

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- IV. IE shall examine and review the IEC activities done by contractor for segregation of waste at source. IE shall report on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- V. IE shall review the monthly progress report submitted by the Contractor during the Implementation Period and its conformity with the agreement and orders issued by Nagar Nigam Jaipur Heritage and suggest corrective measures, if any;
- VI. IE shall verify the monthly bills (as per the agreement/scope of work of Door to Door Collection, Segregation And Transportation of Municipal Solid Waste of Jaipur) submitted by the Contractor and issue compliance certificate for payment indicating the penalty/liquidated damage amount for non-compliances. So, he will ensure that only legitimate payment shall be made to the contractor. IE shall submit Monthly Reports indicating the status, progress and actions required for improvement of Door To Door Work.
- VII. IE shall on daily basis submit report by coordinating and collecting various data from all sites viz., dry waste centers, recycling centers/Material recovery centre, decentralized centers, processing, treatment and disposal facilities regarding waste quantity received, processed, compost produced, RDF produced, power generation, sold (sales logbook), stocked or land filled. Nagar Nigam Jaipur Heritage shall facilitate IE by issuing orders to all concerned to provide data to IE with copy to Nagar Nigam Jaipur, Heritage.
- VIII. IE shall Report on total garbage Point of Interest (POIs)/bins/heaps/dumps/open depots which have not been attended in the daily collection schedule.
- IX. Every month IE shall submit report on validation process/activities including IEC carried out by in each ward by the contractor through random sample survey from households, Commercial establishments, RWAs, Bulk waste generators, recycling, processing units regarding the service delivery, performance delivery and quality aspects.
- X. IE shall submit hoppers report on daily basis to Nagar Nigam Jaipur ,Heritage on the basis of verification in the field and submit the VTS data on daily basis To IT based Monitoring Cell (To be created by Succeed firm).
- XI. IE shall submit primary and secondary vehicles trip report daily To IT based Monitoring Cell on the basis of verification in the field
- XII. IE shall maintain proper documentation of waste segregation

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record of dry and wet waste generated from the wards.

- XIII. IE shall also provide above services/duties for proposed implementation of modern semi underground waste collection system.
- XIV. IE shall monitor any other type of waste which is considered as MSW in Solid Waste Management Rules, 2016 and subsequent amendments thereof and Swachh Survekshan Surveys, CPHEEO manual guidelines.
- XV. IE shall assist Nagar Nigam Jaipur Heritage in compliance of NGT Orders & CPCB/ RSPCB orders/ circulars.
- XVI. IE shall assist & guide Nagar Nigam Jaipur Heritage in implementation of User Charges collection for MSW Collection activities.
- XVII. IE shall check/verify the remaining previous bill based on available data & prepare performance report for the same as required and directed by Nagar Nigam Jaipur Heritage.

2.1 Manpower Requirement

- The Agency is required to deploy two (2) Technical Support and (2) operator persons for the duration of contract.

2.1.1 Qualification of Manpower

S. No	Position	Qualification & Experience	Tasks & Responsibilities
1	IE/SWM Expert	Bachelor of Engineering with Masters in Environmental Engineering with minimum 3 years of experience in urban sector. Implementation experience in any of the following including Door to Door Collection & Transportation, processing, operation & maintenance of solid waste/ hazardous waste management projects, urban development policies, issues and projects.	Technical Expert/SWM Expert should ensure overall compliance of all contract agreement in letter and spirit by observing strict vigilance to avoid any possibility of time and budget overrun. In the event of any such possibility he shall issue "Vigilance Note on the Time/Budget overrun", to the Employer for further taking necessary action and liaison with all agencies concerned.

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		experience. Experience as Solid Waste Management Consultant for minimum one urban project. Experience in Project Performance Monitoring and Reporting System.	
2	Operator	Graduate or Post Graduate degree in stream with PGDCA/RSCIT/ computer course.	Operator should ensure all type of data entries

2.3 Integration Requirement

- The Agency is required to ensure that the proposed solution should be scalable enough to be integrated with existing and proposed applications

Note:

- Agency provided solution should be based on customizable, COTS (Commercial off the shelf) application. The solution provided should be on per vehicle basis.
- The agency will deploy the solution on monthly basis for the contract period i.e. 24 months
- Agency needs to quote GPS price. Authority may procure GPS devices from Agency as and when required.
- Old GPS of JMC shall be put to use by Successful Bidder/Agency.

2.4 Technical Requirement

Bidders are required to mark the compliance in the following template against all the requirements highlighted against the hardware devices mentioned below:

2.5 GPS Device

S. No	Parameter	Minimum Specification
1	Technology	GSM/GPRS/GNSS/BLUETOOTH
2	GNSS Support	GPS, GLONASS, GALILEO, BEIDOU, SBAS, QZSS, DGPS, AG
3	Communication	GSM / GPRS Class 12 900 / 1800 MHz (Dual band)
4	GNSS Antenna	Internal High Gain
5	Cellular Antenna	Internal High Gain

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6	Accuracy	< 3m
7	Time Synchronization	GPS, NITZ, NTP
8	Operating temperature (Without battery)	-40 °C to +85 °C
9	Sensors	Accelerometer
10	Digital Inputs	3
11	Digital Outputs	2
12	Analog Inputs	2
13	CAN Adapter Input	1
14	Indicators	Min 2 LED
15	Regulatory	CE/RED, E-Mark, EAC, RoHS, REACH
16	USB	USB 2.0 Micro
17	LED indication	2 Status LED Lights
18	SIM	Micro-SIM + E sim (if required)
19	Memory	128MB internal flash memory
20	Sleep Modes	GPS Sleep, Online Deep Sleep, Deep Sleep, Ultra Deep Sleep
21	Configuration and firm update	FOTA Web, FOTA, Configurator (USB, Bluetooth)
22	Bluetooth	4.0 + LE
23	Back-up Battery	Back-up battery 170 mAh Li-Ion battery 3.7 V

RajKaj Ref
8603393

17 | Page

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3.0 Project Implementation and Payment Schedule :- Project Implementation Schedule, Deliverables and Payment Terms shall be as per the Table below:

Sr. No.	Activity	Timeline (Months)	Payment Milestone
1	Project Kick off (acceptance of work order)	T	
2	One Time Implementation Cost for Initial Configuration along with Route Digitization	T + 1 = T1	To be paid after one implementation
3	Deployment of ICT based Solid Waste Management System (per vehicle basis)	T1 + 24	To be paid in equal monthly Instalments
4	Deployment of Manpower	T1 + 24	To be paid in equal monthly Instalments

Other Terms and Conditions:

- No advance Payment shall be made.
- The Agency's request(s) for payment shall be made to the JMC,HERITAGE in writing, accompanied by an invoice describing, as appropriate, Acceptance certificate of services completed. The invoice should be submitted and upon fulfilment of other obligations stipulated in the contract
- Payment shall be made in Indian Rupees by RTGS / NEFT on Bank in the name of Agency.
- Billing of manpower will start from the day of manpower deployment.

RajKaj Ref
8603393

18 | Page

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4.0 Criteria For Evaluation

4.1 Evaluation Process

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

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

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

4.2 Pre-Qualification Criteria

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

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The agency should be: <ul style="list-style-type: none">Registered in India under Companies Act 1956/2013 as amended from time to time and should been in operation for at least 3 years as on date of bid submission	<ul style="list-style-type: none">Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013
2	Turnover	The Agency shall have an average annual turnover of at least INR 0.75 Crore (audited financial statements to be submitted) in last Five financial years (2018-19,2019-2020, 2020-2021, 2021-22, 2022-23)	<ul style="list-style-type: none">Audited and Certified Balance Sheet and Profit/Loss Account for the last five (5) Financial Years

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			Certificate from Statuary Auditor for the last Five (5) Financial Years
3	Experience	Agency should have minimum 1 years experience of deploying and maintaining ICT based SWM system in at least one city out of any of the top 20 cleanest city of India - Cleanest City rating to be taken from Nationwide ranking list for Swachh Survekshan 2021/2022/2023 & should have work in GFC-Five Star Rating & Water+ cities. Minimum order value: 1 Cr	Work Order / Copy of Work Progress
4	Appreciation Certificate	The Agency must have at least one (1) appreciation certificate from competent Authority stating the support of bidder in achieving 5/7 Star GFC Rating / Water+ Certification / National Level Award / All India top 20 ranking in Swachh Survekshan for Year 2021/2022/2023.	
5	Blacklisting	The agency should not have been blacklisted or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. Self-certificated declaring that the agency is not blacklisted to be enclosed.	Self-Declaration (duly signed by the authorized signatory)

RajKaj Ref
8603393

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Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

6	Power of Attorney in favor of Authorized Signatory	A Power of Attorney, in the name of the person executing the bid, authorizing the signatory to sign on behalf of the Bidding entity.	Power of attorney to the authorized Signatory of the Bid
7	Certificate	The bidding firm should have a valid ISO 9001 quality certificate	Valid copy of certificate
8	Manpower supply	CVs of 2 SWM Expert/Technical Expert to be enclosed.	Copy of CV with Marksheets & Experience to be attached.

4.3 Technical Evaluation Criteria

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

Sr. N	Technical evaluation Criteria	Max Marks
1	<p>(a) Agency should have experience of deploying and maintaining ICT based SWM system in any ULB in India within last 5 years.</p> <p>6 Marks per project 5 Marks x no. of project (Maximum 6): 30 Marks</p> <p>(Note: Projects with experience related to Solid waste management will be considered, Only GPS vehicle tracking experience will not be considered)</p>	30
2	<p>(b) Agency should have experience of deploying and maintaining ICT based SWM system in any of the top 20 cleanest city of India with population of 10 lacs plus - Cleanest City rating to be taken from Nationwide ranking list for Swachh Survekshan 2018/2019/2020/2021/2022/2023.</p> <p>a. 1 City out of top 5 cleanest city - 10 marks b. 2 City out of top 5 cleanest city - 20 marks</p>	20

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

3	<p>The Agency must have appreciation certificate from competent Authority stating the support of bidder in achieving 5/7 Star GFC Rating / Water+ Certification / National Level Award / All India top 20 ranking in Swachh Survekshan for Year 2018/2019/2020/2021/2022/2023 for 10 lacs plus population</p> <p>10 Marks per certificate</p> <p>10 Marks x no. of certificate (Maximum 3): 30 Marks</p>	30
4	<p>Technical Presentation should cover</p> <ul style="list-style-type: none"> • Project understanding, Approach and Methodology – 4 marks • Learnings from past projects and best practices to demonstrated ability to execute similar work – 4 marks • Submit screenshots of working solution as proof to show features which are readily available and based on COTS (Commercial off the shelf) application and shall be already deployed in at least 2 or more ULB's. The functionality of required features can be understood from SOW given in this RFP <ul style="list-style-type: none"> ○ Intelligent Fleet management System – 4 marks ○ Role based Mobile Apps – 4 marks ○ MIS reporting System – 4 marks 	20
Total Marks		100

Note:

- Price bid of only those agencies who obtain a Combined Technical Score of 70 will be opened.
- As per discretion, JMC,HERITAGE may ask Bidder to demonstrate the readily available features shown via screenshots to JMC,HERITAGE before the award of project

4.4 Award Of Contract

4.4.1 Award Criteria

- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omission of any item shall not entitle the Agency to be compensated and the liability to fulfil its obligations shall

RajKaj Ref
8603393

Signature valid
Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Terms of Reference within the total quoted price shall be that of the Agency. The Agency shall bear all taxes (including GST), duties, fees, levies and other charges imposed under the Applicable Law as applicable. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

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

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

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

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

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

4.4.2 Letter of Acceptance

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

4.4.3 Signing of Contract

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

4.4.4 PERFORMANCE BANK GUARANTEE

1. Within Ten (10) working days from the date of issuance of LOA, the Successful Bidder

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Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to 5 % of contract value including Capex value and opex value to AUTHORITY.

- II. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- III. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- IV. The PBG shall be valid till satisfactory completion of Post Implementation Support. The PBG may be discharged/returned by AUTHORITY upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG. **The PBG shall be valid only up to the completion of project i.e 30 months.**
- V. In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder till the extended period.
- VI. In the event of the Bidder being unable to service the contract for whatever reason AUTHORITY would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of AUTHORITY under the contract in the matter, the proceeds of the PBG shall be payable to AUTHORITY as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. AUTHORITY shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- VII. AUTHORITY shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him under this Agreement, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- VIII. On satisfactory performance and completion of the order in all respects and duly certified to this effect by AUTHORITY, Contract Completion Certificate shall be issued and the PBG would be returned to the Successful Bidder.
- IX. Relaxation as per FD GoR circular shall be applicable.

4.5 RIGHT TO VARY QUANTITY

- I. After the award of contract, the scope of work of services/product originally Specified in the bidding documents may be increased / decreased by up to 10%, as

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Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

RajKai Ref
8603393

necessary. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

- II. If NNJH does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- III. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

4.6 CHANGE CONTROL

In the event of any proposed changes to Contract, any additional changes which come under the scope of Waste Management can be done with mutual consent between Authority and Bidder for up to 100% value of tender.

4.7 COMPREHENSIVE WARRANTY & MAINTENANCE

- I. NNJH or designated representatives of the bidder shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to NNJH and within time specified and acceptable to NNJH.
- II. If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, NNJH may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which NNJH may have against the bidder under the contract.
- III. During the comprehensive warranty period, the Successful Bidder shall provide all product(s), patches/fixes, within 15 days of their availability and should carry out installation and make operational the same at no additional cost to NNJH.
- IV. The Successful Bidder hereby warrants NNJH that:
 - The supplied S/w meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance as per the terms and conditions specified in the contract.

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Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

- The proposed S/w shall achieve parameters delineated in the technical specification/requirement.
- V. Technical Support for Software applications shall be provided by the respective Successful Bidder / OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- VI. After completion of Contract Duration the Software and Hardware of System shall be property of the NNJH and its Licenses if any shall be renewed for further 1 years by the Bidder without additional cost. The Licenses of Software / Hardware shall be in the name of Commissioner, Municipal Corporation Jaipur, Heritage and shall be usable for entire NNJH.

RajKaj Ref
8603393

26 | Page

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Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

5.0 OTHERS TERMS & CONDITIONS

1. In order to streamline the activities for the payment of monthly bills within a period of 15th days from the submission of bills, following procedure should be strictly followed:-

Activity	Person Respor	Time Schedule
<ul style="list-style-type: none"> ➤ Submission of bill to JMC, Heritage ➤ Self certification of attendance for all key professional & support staff and the daily work sheet. ➤ Self certification regarding maintaining the progress of activities according to task schedule. ➤ Self certification that this bill includes only eligible payments in accordance to the contract agreement 	Successful Agency	5 th day of every month
<p>Scrutiny & Verification of monthly bills Verification of bill in accordance to the task schedule</p> <ul style="list-style-type: none"> ➤ Checking of rates for remuneration and other items. ➤ Scrutiny & Verification of bill in accordance with the contract agreement ➤ Payment of bills. 	In charge Executive Engineer - Project and Account Section.	10 days

2. The agency shall be liable for various human resources activities like monthly checking of attendance, submission of leaves and remuneration calculation for the month.
3. TDS will be deducted in accordance applicable law.
4. The consulting firm shall submit a proof of payment (shall be of the past month) made to all personnel's deployed along with their monthly bill, in absence of which the payment of current month might be withhold.
5. The consulting firms are required to provide supporting documents / certificates by the firm / it should be ensured that resources / quantities have been utilized by the firm for performance of the project and timely completion of task assigned to them.
6. **Working Hours:** Office working hours should be in such a manner that there are two shift 6.00 AM to 2.00 PM and 2.00 PM to 10 PM. No overtime will be paid in case of work required to be done beyond the office time for project performance as in accordance to Contract Agreement.
7. **Attendance:** Proper attendance register has to be maintained and should be specifically mentioned in the register on the 80003631 for the personnel being on

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 Designation: Executive Engineer
 Date: 2024.07.03 11:29:11 IST
 Reason: Approved

the tour with place in case of leaving Head Quarter for project performance in the Project area or as agreed by the client. No column before the current day should be left blank. The deduction of 1/30 will be made for each leave day for the absent days in a month and for the holidays in continuation to availed leave if the person is not at Head quarter / Project area on the holidays & in case of person being absent on continuous days consisting of holidays in between will be considered absent including the holidays. The copy of monthly attendance sheet should be enclosed with the monthly bill.

8. **Holiday:** Saturday will be working days & Sunday off. for holiday payment purposes Government of Rajasthan holiday & guidelines of Finance Department shall be considered if required services might be called on holiday, for which no any extra payment will made.
9. **Joining Report:** Every mobilization/de-mobilization and joining report of personnel has to be specifically addressed through letter by the Agency and should be enclosed in the bill with his first payment along with his/her approved CV (detail of degree and relevant experience should be mentioned in CV). If any personnel absent or left the office, penalty double to his/her approved remuneration shall be deducted from bill.
10. **Replacement of Experts:** Agency will provide the CVs of Technical Experts and get it approved from JMC, Heritage. If, required Agency may replace the expert with same/above qualification after approval of JMC, Heritage. (for 1st replacement deduction of 5% of remuneration of similar position & 2nd replacement deduction of 10% of remuneration of similar position for balance tenure of such expert) of remuneration of similar position). Suitable placement shall be provided within 10 days, otherwise double of remuneration of his/her shall be deducted from bill and for this action consultant shall be fully liable. However no deduction will be made in case of expert is replaced in case of death, serious medical problems or if removed from the client side.

5.1 PENALTY DEDUCTIONS

- I. The successful Bidder's shall be responsible for providing proper services as per Bid Conditions, failing in providing proper services as per Bid Conditions, NNJH shall deduct Penalties from the O&M payment, BG & Other deposits.
- II. If any GPS installed is found defective due to any technical fault of hardware it should be replaced by other GPS device immediately, if the Bidder is failed to replace the defective or Non Functional GPS device within 24 hours, otherwise penalty of 1000 per defective / Non functional GPS device per day shall be deducted.

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Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

III. If the Software Application or its part, provided by Successful Bidder is found Non Functional shall be made functional within 24 hours, otherwise penalty **Rs 20,000** for per day shall be deducted. There will be no penalty if software is non functional due to internet outage, power outage, etc.

IV. The Successful Bidder shall be responsible for timely repair of GPS, installation/ supply of New GPS within 1 working days and otherwise Rs 2000 per event per day shall be deducted from monthly bills.

V. Penalty for Mobilization delay :-

1 IE/SWM Expert	15 Days Joining time	After 15 Days 10000 Penalty will be imposed.
1 Operator	15 Days Joining time	After 15 Days 3000 Penalty will be imposed.
2 Nos. of IE/SWM Expert	30 Days Joining time	After 30 Days 20,000 Penalty will be imposed.
2 Operator	30 Days Joining time	After 15 Days 6000 Penalty will be imposed.

6.0 Force Majeure

6.1 Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) earthquake, flood, inundation and landslide;
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the Firm or any of the employees, or agents of the Firm.
- (d) Acts of terrorism
- (e) strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Firm
- (f) action of Government Agencies having Material Adverse Effect, including but not limited to

RajKaj Ref
8603393

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Designation: Executive Engineer
Date: 2024.07.03 14:29:11 IST
Reason: Approved

- (i) any judgment or order of a court and consumer forum of competent jurisdiction or statutory authority in India made against the Firm in any preceding, which is non-collusive and duly prosecuted.
- (ii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Firm's breach or failure in complying with the SWM rule, 2016 and subsequent amendments thereof and O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Firm as the case may be is bound.
- (iii) Early termination of this agreement by NNJ,H for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the Bid.

6.2 Force Majeure shall not apply in the following circumstances and events.

- (a) Un-availability, late delivery of the spares, vehicles, machineries, equipments, materials and consumables for the work on account in change cost delay in manufacture
- (b) A delay in performance of any other agency or employees of the Firm.
- (c) Non-performance of vehicles, equipment's, machineries resulting from wear and tear and not maintained in time.
- (d) Non-performance on account of failure to comply with any laws of India related to the work.
- (e) Medical Emergency period in which sanitation is essential.

6.3 Neither NNJ,H nor the Agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

RajKaj Ref
8603393

30 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

- 6.4 Upon occurrence of an event considered by the Firm to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify NNGJ's Representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The Firm shall also notify NNGJ's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of NNJ,H's Representative.
- 6.5 Upon occurrence of any event considered by NNJ,H to constitute Force Majeure, and which may affect performance of NNJ,H 's obligations, he shall promptly notify the Firm and the Firm's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. NNJ,H shall also notify the Firm of any proposals with the objectives of completing the works and mitigating any increased costs to NNJ,H and the Firm.
- 6.6 Procedure for Calling Force Majeure:
- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.
 - (ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
 - (iii) Neither party shall then be responsible or liable for any action under the Bid conditions for failure or delay in performance of the work under the contract.
 - (iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
 - (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the Bid conditions.
 - (vi) The Firm shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
 - (vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater duration or longer than is necessitated by Force Majeure.

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

(viii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure; NNJ,H shall not be liable to make any payment to the Firm for him being affected on account of Force Majeure. In this situation, the Firm shall only be paid for the work done, since unforeseen situation should be shared by both, NNJ,H and Firm.

6.7 No Breach of Obligations

The Firm shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

- a) Force Majeure Event,
- b) Compliance with the instruction of the Deputy Commissioner Zone/Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder,

6.8 Events of Default

6.8.1 Firm event of default

- (1) At any time after the Commencement Date, the Deputy Commissioner zone may investigate where the Firm has failed to properly perform the operations in accordance with this contract. The Deputy Commissioner zone shall issue a notice to the Firm, instructing him to rectify the failure within a reasonable time.
- (2) An event of default on the part of the Firm, which results from the Firm being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- (3) The Firm
 - (a) Has repudiated the Contract, or
 - (b) Without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion
- (4) Gross misconduct of the Firm;
 - (i) Despite previous warning from the Deputy Commissioner zone in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
 - (ii) The Firm persistently fails to follow Good Operating Practices in execution of the Contract;
 - (iii) The Firm stops providing the operations and the stoppage has not been authorized by the Deputy Commissioner zone

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

- (iv) The Deputy Commissioner zone gives notice that failure to correct a particular defect is a fundamental breach of contract and Firm fails to correct it within a reasonable period of time determined by the Deputy Commissioner zone;
- (v) If the Firm is in breach of any law or statute governing the Operations;
- (vi) The Firm, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- (vii) The Firm has modified the composition of his company without prior approval of the Corporation;
- (viii) The Firm is unable to maintain the composition and structure of his organization due to any of the following causes:
- (5) The Firm enters into voluntary or involuntary bankruptcy, or liquidation;
- (6) The Firm becomes insolvent;
- (7) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
- (8) Any act is done or event occurs with respect to the Firm or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.
- (9) NNJ,H has reserves the right to withdraw/ terminate the agency of applicant in any of following circumstances:
- Information provided to NNJ,H is found to be incorrect;
 - Misleading claims about the agency are made;
 - Clear evidence is received that agency has breached copyright laws/ plagiarized from another source;
- (10) NNJ,H reserves the right to discontinue the specific or all services if the same is either not required or not delivered as per the expectation.

6.9 NNJ,H's Event of Default

Any of the following events shall constitute an event of default by NNJ,H:

- (i) NNJ,H has failed to make the payment or part payment of the services provided by the Agency more than 03 (three) constitutive months;
- (ii) NNJ,H is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 days of receipt of notice thereof issued by the Firm;

RajKaj Ref
8603393

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Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

6.10 Termination of Contract Due to Event of Default and other major deficiencies:

(a) Termination of Contract due to Event of Default:- Without prejudice to any other right or remedy which NNJ,H may have in respect thereof under this contract, upon the occurrence of Firm Event of Default, the NNJ,H may, subject to the provisions of this contract, terminate this contract in the manner as set out under, If NNJ,H decides to terminate this contract upon the occurrence of a Firm Event of Default, in the first instance, he shall issue preliminary notice to the Firm. Within fifteen (15) days of receipt of preliminary notice, the Firm shall submit to NNJ,H through the Commissioner in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the Firm's proposal to rectify within said period of fifteen (15) days, Commissioner, NNJ,H shall be entitled to terminate this Contract by issuing termination notice and Security Deposit shall be forfeited.

6.11 Settlement of Dispute, Jurisdiction and Arbitration

Any dispute resulting from this Agreement shall be look after Commissioner NNJ,H . In the event, that dispute is not resolved within 30 days in any particular case, the dispute shall be referred by Executive Engineer project to Commissioner Nagar Nigam Jaipur, Heritage for appeal within 30 days as per Clauses of RFP.

Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the firm & NNJ,H. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the RFP and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be Jaipur. Courts at Jaipur shall have exclusive jurisdiction over the contract.

RajKaj Ref
8603393

34 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

6.12 CONFLICT OF INTEREST

Firm shall disclose to the AUTHORITY in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

RajKaj Ref
8603393

35 | Page

Signature valid

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Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 1: Guidelines for Pre-Qualification Proposal

Annexure 1.1: Bid Cover Letter

(To be submitted on the letterhead of the agency)

Date: _____

To

Commissioner

Jaipur Municipal Corporation, Heritage

Subject: Bid for "Request for Proposal for Selection of Agency for deployment of ICT based Solid Waste Management System for _____"

Ref No: _____

Dear Sir,

With reference to your "Request for Proposal for Selection of Agency for deployment of ICT based Solid Waste Management System for _____", we hereby submit our Prequalification Proposal, Technical Proposal, and Financial Proposal, for the same.

We hereby declare that:

- I. We hereby acknowledge and unconditionally accept that the Authority can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of agency for providing services.
- II. We have submitted EMD of INR [] and Tender fee of INR [] online through e-Tendering Portal (<https://eproc.rajasthan.gov.in/>),
- III. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- IV. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by AUTHORITY and that we shall remain bound by a communication of acceptance within that time.

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Designation: Executive Engineer
Date: 2024.07.03 12:29:11 IST
Reason: Approved

- V. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- VI. In the event of acceptance of our bid, we do hereby undertake:
- a. To commence services as stipulated in the RFP document
 - b. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- VII. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- VIII. We understand that the AUTHORITY may cancel the bidding process at any time and that AUTHORITY is not bound to accept any bid that it may receive without incurring any liability towards the agency.
- IX. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at _____

Thanking you,

Yours sincerely,

For _____

{Seal & Signature}

Name:

Designation:

Date:

Place:

Address:

RajKaj Ref
8603393

37 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 1.2: Bidding Firm Details

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

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

RajKaj Ref
8603393

38 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 2: Guidelines for Technical Proposal

Annexure 2.1: Technical Bid Cover Letter

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

Date: _____

To
Commissioner
Jaipur Municipal Corporation, Heritage

Sub: Request for Proposal for "Request for Proposal for Agency for deployment of ICT based Solid Waste Management System for _____"

REF No.: _____

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the solution / professional services as required and outlined in the RFP for "Request for Proposal for Agency for deployment of ICT based Solid Waste Management System for _____"

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Solution / Professional Services in "Request for Proposal for Agency for deployment of ICT based Solid Waste Management System for _____", put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and or its appointed representatives.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue.

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and _____.

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

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

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

Thanking you,

Yours sincerely,

For _____

{Seal & Signature}

Name:

Designation:

Date:

Place:

Address:

RajKaj Ref
8603393

40 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 2.2: Format for Project Experience

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

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 17:29:11 IST
Reason: Approved

Annexure 3: Guidelines for Financial Proposal

Annexure 3.1: Financial Proposal Cover Letter

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

Date: _____

To

Commissioner

Jaipur Municipal Corporation, Heritage

Subject: Request for Proposal for Agency for deployment of ICT based Solid Waste Management System for _____

REF No.: _____

Dear Sir,

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

- I. I/ We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the RFP.
- II. I/We undertake to successfully operationalize as per scope of work mentioned in the RFP document.
- III. I/ We have examined and have no reservations to the Bidding Documents, including any corrigendum/addendums issued by _____;
- IV. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
- V. I/ We agree to abide by this bid for a period of 180 days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- VI. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- VII. I/ We hereby declare that our bid is made in good faith, with full knowledge of the information contained in the bid is true and correct to the best of our knowledge.

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 17:29:11 IST
Reason: Approved

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

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

Thanking you,

Yours sincerely,

For _____

{Seal & Signature}

Name:

Designation:

Date:

Place:

Address:

RajKaj Ref
8603393

43 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 3.2: Financial Proposal Format and Instructions

To be submitted on online e-Tendering Portal only

REF No.: _____

Request for Proposal for Agency for deployment of ICT based Solid Waste Management System for _____

Total Price Summary

Sr.No	Item Description	Quantity	Unit	Rate (Excluding GST)	Total Amount for 24 Months
1	Developing, Installing and Operating of Application Software Supply, installing, Repairing, operating & Maintenance of Device of the following Hardware				
1.1	De-installation & Re-installation of Existing GPS	500	No.		
1.2	GPS Rental Per Month	875	No.		
1.3	Supply of New GPS Device	400	No.		
1.4	Repair Cost of Old GPS	500	No.		
Total CAPEX Amount					
2	Suppling of Manpower's for 24 months				
2.1	Solid Waste Management Consultant (2x24)	48	Person/month		
2.2	Operators (2x24)	48	Person/month		
Total OPEX Amount					
Total (CAPEX +OPEX) Amount for 24 Months					

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 4: Self Declaration for Blacklisting

(To be submitted on the Letterhead of the Agency)

Date: _____

To

Commissioner

Jaipur Municipal Corporation, Heritage

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

REF No.: _____

Dear Sir,

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

Thanking you,

Yours sincerely,

For _____

{Seal & Signature}

Name:

Designation:

Date:

Place:

Address:

RajKaj Ref
8603393

45 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 5: Format for Annual Turnover

Financial Information			
Financial Year	3 rd last Financial Year	2 nd last Financial Year	Last Financial Year
Annual Turnover (in INR)			
AVERAGE ANNUAL TURNOVER			

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approver

Annexure 6: Power of Attorney

(On Stamp paper of appropriate value)

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

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

Dated _____ Accepted.

{Signature of Attorney}

Name:

Designation:

For _____

Signature of Consultant/Consultants

Name

Designation

Corporate Seal

RajKaj Ref
8603393

47 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(I) A bidder may be considered to be in conflict of Interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

RajKaj Ref
8603393

48 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement of
.....in response to their Notice Inviting Bids No.....Dated.....I/we
.....hereby declare under Section 7 of Rajasthan Transparency In Public Procurement Act,
2012 that :

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Place :

Signature of bidder

Name :

Designation :

Address :

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation : Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure C :Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Dy.Secretary Youth Affairs & Sports Department Govt. of Rajasthan.The designation and address of the Second Appellate Authority is Principal Secretary Youth Affairs & Sports Department Govt. of Rajasthan,Jaipur.

(1) Filing an appeal:-

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings:

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:-

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing Appeal:-

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

RajKaj Ref
8603393

51 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, Works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (i) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

RajKaj Ref
8603393

52 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

RajKaj Ref
8603393

53 | Page

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

SCHEDULE 'H': CONDITION OF CONTRACT

FORM No. 1
[see rule 83]

**Memorandum of Appeal under the Rajasthan
Transparency in Public procurement Act, 2012**

Appeal No.....ofBefore the.....(First/Second
Appellate authority)

- 1- Particulars of appellant :
(i) Name of the appellant:
(ii) Official address, if any:
(iii) Residential address:
- 2- Name and address of the respondent(s):
(i)
(ii)
(iii)
- 3- Number and date of the order appealed
Against and name and designation of the
Office/authority who passed the order,
(Enclose copy), or a statement of a decision,
action or omission of the procuring Entity
in contravention to the provisions of the Act
by which the appellant is aggrieved:
- 4- If the Appellant propose to be represented by
a representative the name and postal address
of the representative:
- 5- Number of affidavits and documents enclosed
with the appeal:
- 6- Grounds of appeal :
(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

RajKaj Ref
8603393

54 | Page

Signature valid

Digitally signed by Ashish Garg
Designation : Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved

Annexure 3.2: Financial Proposal Format and Instructions

To be submitted on online e-Tendering Portal only

REF No.: _____

Request for Proposal for Agency for deployment of ICT based Solid Waste Management System for _____

Total Price Summary

Sr.N	Item Description	Quantity	Unit	Rate Per <i>Year</i> Inclu GST <i>deducting</i>	Total Amount for <i>2 Years</i>
1	Developing, Installing and Operating of Application Software Supply, installing, Repairing, operating & Maintenance of Device of the following Hardware				
1.1	De-installation & Re-installation of Existing GPS	500	No.		
1.2	GPS Rental Per Month	875	No.		
1.3	Supply of New GPS Device	400	No.		
1.4	Repair Cost of Old GPS	500	No.		
Total CAPEX Amount					
2	Suppling of Manpower's for 24 months				
2.1	Solid Waste Management Consultant (2x24)	48	Person/ <i>Year</i>		
2.2	Operators (2x24)	48	Person/ <i>Year</i>		
Total OPEX Amount					
Total (CAPEX +OPEX) Amount for 24 Months					

RajKaj Ref
8603393

Signature valid

Digitally signed by Ashish Garg
Designation: Executive Engineer
Date: 2024.07.03 11:29:11 IST
Reason: Approved