Jaipur Municipal Corporation (Heritage)

INVITATION FOR BID (IFB)

Bid Reference No. NNJ(H)/ 03 /2023-24

Supply, Installation and Commissioning of 300 TPD capacity Material Recovery Facility for Dry Municipal Waste along with Operation and Maintenance at Mathuradaspura on VGF Model.
June – 2023

Estimated Cost- 16.48 Crore

Jaipur Municipal Corporation (Heritage)
Old PHQ, Behind Hawa Mahal, Badi Chaupar, Jaipur, 302003
Table of Contents - Summary Description

VOLUME - I

PART I  BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)
This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Section II - Bid Data Sheet (BDS)
This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

Section III - Evaluation and Qualification Criteria (EQC)
This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV - Bidding Forms (BDF)
This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

PART II  REQUIREMENTS

Section V - Procuring Entity's Requirement (PER)
This Section contains the General Scope, Specification, the Drawings, and supplementary information that describe the Works to be procured.

PART III  CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI A - General Conditions of Contract (GCC)
This Section contains the general clauses to be applied in all contracts. These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

Section VI B - Special Conditions of Contract (SCC)
This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Section VI C - Contract Forms (COF)
This Section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

VOLUME - II:  Bill of Quantity
Disclaimer

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of Nagar Nigam Jaipur Heritage (NNJ (H)) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NNJ (H), their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

NNJ (H), their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of NNJ (H).

Intimation of discrepancies in the RFP, if any, should be given to the office of the NNJ (H) immediately by the Bidder. If NNJ (H) receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects.

This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than with the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by NNJ (H) to any other party. The terms on which the Project is to be developed and the right of the successful bidder shall be as set out in separate agreement contained in. NNJ (H) reserves the right to accept or reject any or all proposals without giving any reasons thereof. NNJ (H) will not entertain any claim for expenses in relation to the preparation of RFP submissions. NNJ (H) reserves the right to increase or decrease the scope.

Neither Nagar Nigam Jaipur (H), nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of NNJ (H) or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.
The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the NNJ (H)'s decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof.

This RFP may be withdrawn or cancelled by NNJ (H) at any time without assigning any reasons thereof. NNJ (H) further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

[Signature]

अधिशाषी अभियन्ता (प्रो.)

नगर निगम जयपुर हैरिटेज
VOLUME - I
SECTION I
INSTRUCTION TO BIDDERS
Contents

1. General
2. Contents of Bidding Document
3. Preparation of Bids
4. Submission and Opening of Bids
5. Evaluation and Comparison of Bids
6. Award of Contract
7. Redresses of Grievances during Procurement Process (Appeals)
8. Annexure A: Compliance with the code of integrity and No Conflict of Interest
9. Annexure B: Declaration by the Bidder Regarding Qualifications
10. Annexure C: Grievance Redressal During Procurement Process (Appeals)
11. Annexure D: Additional Conditions of Contract
12. Annexure E: Additional Clause's
Important Instruction: - The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal [http://sppp.rajasthan.gov.in]. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

<table>
<thead>
<tr>
<th>1. General</th>
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<tbody>
<tr>
<td>1.1 Scope of Bid</td>
</tr>
<tr>
<td>1.2 Interpretation</td>
</tr>
<tr>
<td>1.3 Code of Integrity</td>
</tr>
<tr>
<td>1.3.2 Conflict of Interest: As per Annexure -A of these ITB.</td>
</tr>
<tr>
<td>1.3.3 The Bidder shall have to give declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.</td>
</tr>
<tr>
<td>1.3.4 Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with...</td>
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Jaipur Municipal Corporation (Heritage)
<table>
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<tr>
<th>1.4 Eligible Bidders</th>
<th>1.4.1</th>
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<td>A Bidder may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.</td>
</tr>
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</table>

| 1.4.2 | A Bidder, and all parties constituting the Bidder, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Bidder and all parties constituting the Bidder shall be of India or an eligible country declared as such by Government of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any part of the Contract including related services. |

| 1.4.3 | A Bidder should not have a conflict of interest in |
| 1.4.4 | A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity. |
| 1.4.5 | The Bidder must be a registered Contractor enlisted with any Govt. Department/Organization of Govt. of Rajasthan as provided in BDS. He shall furnish necessary proof for the same. PSU can participate in tender without registration. |
| 1.4.6 | i. Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/member of the firm, etc. from any liability under the Contract.  
   ii. No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.  
   iii. The status of the lead partner/representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract. |
| 1.4.7 | Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring |
### Section – I Instruction to Bidders
RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur

#### Table

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<td><strong>1.4.8</strong></td>
<td>In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empaneled or registered Bidders.</td>
</tr>
<tr>
<td><strong>1.4.9</strong></td>
<td>Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.</td>
</tr>
<tr>
<td><strong>1.4.10</strong></td>
<td>Bidder who is not registered under the GST cannot bid. He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.</td>
</tr>
</tbody>
</table>

#### 2. Contents of Bidding Document

<table>
<thead>
<tr>
<th><strong>2.1 Sections of the Bidding Document</strong></th>
<th><strong>2.1.1</strong></th>
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</thead>
<tbody>
<tr>
<td>The Bidding Document consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Bidding Document].</td>
<td></td>
</tr>
</tbody>
</table>

**Part I: Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**Part II: Requirements**
- Section V. Procuring Entity’s Requirements.

**Part III: Contract**
- Section VI A. General Conditions of Contract [GCC]
- Section VI B. Special Conditions of Contract [SCC]
- Section VI C. Contract Forms
- Section VII. Drawings

| **2.1.2** | The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document. |

| **2.1.3** | i. The Bidding Document shall be uploaded on the e-procurement portal, eproc.rajasthan.gov.in along with the Notice Inviting Bids. The complete Bidding Document |
shall also be placed on the State Public Procurement Portal [http://sppp.rajasthan.gov.in]. The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bidding shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.

2.1.4

The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.

2.1.5

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.

Clarification of Bidding Document and Pre-Bid Conference

2.2.1

The Bidder shall be deemed to have carefully examine the site conditions, specifications, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids as specified in ITB Sub-Clause 4.2.1[Deadline for Submission of Bids]. The clarification issued, including a
| 2.2.2 | The Bidder or his authorized representative is invited to attend the Pre-Bid Conference, if provided for in the BDS. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity. |

| 2.2.3 | The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the date of Pre-Bid Conference. |

| 2.2.4 | Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference. |

| 2.2.5 | At any time prior to the deadline for submission of the Bids, the Procuring Entity, Suo-moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document. |
Section – I Instruction to Bidders
RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur

<table>
<thead>
<tr>
<th>2.3 Amendment of Bidding Document</th>
<th>2.2.6 Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1</td>
<td>Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.</td>
</tr>
<tr>
<td>2.3.2</td>
<td>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e-procurement portal.</td>
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</table>

3. Preparation of Bids

<table>
<thead>
<tr>
<th>3. Cost of Bidding</th>
<th>3.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</th>
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<tbody>
<tr>
<td>3.1.2</td>
<td>The Bidder shall furnish the scanned attested copies of following documents with its Bid: -</td>
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<tr>
<td></td>
<td>i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favor of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm.</td>
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<tr>
<td></td>
<td>ii. GST registration certificate and GST clearance certificate from the concerned GST Officer and Permanent Account Number (PAN) given by the Income Tax Department.</td>
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<td></td>
<td>iii. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship.</td>
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<tr>
<td></td>
<td>iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other</td>
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Jaipur Municipal Corporation (Heritage)
| 3.2 | Language of Bid | 3.2.1 | The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 3.3 | Documents Comprising the Bid | 3.3.1 | The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Bidding Document, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately. |
| 3.3.2 | | | The Technical Bid/ Proposal shall contain the following: |
| | | 1. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled-up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; |
| | | 2. Proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10; |
iii. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11;

iv. Documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder’s eligibility to bid;

v. Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;

vi. The Notice Inviting Bids;

vii. Any other document required in the BDS; and

viii. Others considered necessary to strengthen the Bid submitted.

The Financial Bid/ Price Proposal shall contain the following:

Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5;

Any other document required in the BDS.

The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided in Section IV [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section IV [Bidding Forms].

i. In case of Item Rate Contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity but will have to be executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
| 3.6 | Currencies of Bid. | 3.6.1 | Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |

| 3.5.2 | Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. |

| 3.5.3 | All duties, other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder. The rates shall be including all taxes. |

<p>| 3.6 | Currencies of Bid. | 3.6.1 | The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). |</p>
<table>
<thead>
<tr>
<th>Section – I Instruction to Bidders</th>
<th>unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documents Establishing the Eligibility of the Bidder</td>
<td>To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section IV [Bidding Forms]; if the Bidder is an existing or intended Joint Venture [JV], Consortium or Association in accordance with ITB Sub-Clause 1.4.1, shall submit a copy of the Agreement, or a letter of intent to enter into such Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, Consortium or Association as appropriate; and the existing or intended JV / Consortium shall authorize an individual/ partner in one of the firms as lead partner of the JV / Consortium to act and commit all the partners of JV / Consortium for the Bid.</td>
</tr>
<tr>
<td>Documents Establishing the Qualifications of the Bidder</td>
<td>To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified in Section III, [Evaluation and Qualification Criteria].</td>
</tr>
<tr>
<td>Period of Validity of Bids</td>
<td>Bids shall remain valid for 90 days or the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.</td>
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<td></td>
<td>In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in</td>
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</tbody>
</table>
### Section – I Instruction to Bidders
#### RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur

<table>
<thead>
<tr>
<th>3.10</th>
<th>Bid Security</th>
<th>3.10.1</th>
<th>Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS.</th>
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<tr>
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<td>3.10.2</td>
<td>Bid Security shall be 10% of the value of the Works as indicated in the NIB. For bidders registered with the Procuring Entity, the bid security shall be 10% of the value of works indicated in the NIB. The bid security shall be in Indian Rupees, if not otherwise specified in the BDS.</td>
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<td>3.10.3</td>
<td>The Bid Security may be given in the form of a banker’s cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format, or deposited through eGRAS/net-banking, if permitted.</td>
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<td>3.10.4</td>
<td>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration, the Bidder shall use the form included in Section IV [Bidding Forms].</td>
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<tr>
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<td>3.10.5</td>
<td>Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</td>
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Jalpur Municipal Corporation (Heritage)  

[Signature]

Abhishek Abhishek (Pro.)  
Nagar Nigam Jalipur (H)
| 3.10.6 | Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. |
| 3.10.7 | The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity. |
| 3.10.8 | Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.10.3. The Procuring Entity shall respond promptly to such a request. |
| 3.10.9 | Only online payment would accept. |
| 3.10.10 | The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security]. |
| 3.10.11 | The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-
  i. when the Bidder withdraws or modifies his Bid after opening of Bids; or
  ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or
  iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or
  iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the
prescribed time limit after the work order is placed;

v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or

vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors].

| 3.10.12 | In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security. |

| 3.10.13 | The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:

i. the expiry of validity of Bid Security;

ii. the execution of agreement for procurement and Performance Security is furnished by the successful bidder;

iii. the cancellation of the procurement process; or the withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted. |

| 3.10.14 | The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the members of the proposed consortium or JV shall enter into an Agreement to form a legally |

Jaipur Municipal Corporation (Heritage)
constituted JV / Consortium after the issue of Letter of Acceptance / Letter of Intent to them and also declare a partner as the lead partner in whose name the Bid Security may be submitted.

All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. In case of a Joint Venture, Consortium or Association, if the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, all the members of the proposed Joint Venture, Consortium or Association shall digitally sign the Bid.

4. Submission and Opening of Bids

| 4.1 Sealing and Marking of Bids | 4.1.1 Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.raj.nic.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal. |
| 4.1.2 The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL. |
| 4.2 Deadline for Submission of Bids | 4.2.1 Bids shall be submitted electronically only up to the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof. |
| 4.3 Withdrawal, Substitution and Modification of Bids | 4.3.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal. |
| 4.3.2 | portal, duly digitally signed by the Bidder or his authorized representative and shall include a copy of the authorization in accordance with ITB Sub-Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids]. |
| 4.4  | 4.4.1 | No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.9. [Period of Validity of Bids] or any extension thereof. |
|      | 4.4.2 | The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present. |
|      | 4.4.3 | The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening. |
|      | 4.4.4 | The Bidders may choose to witness the electronic Bid opening procedure online. |
|      | 4.4.5 | The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids. |
|      |      | The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also |
contain the representative’s name and telephone number and corresponding Bidders’ names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.

| 4.4.6 |

First, covers marked as “WITHDRAWAL” shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened.

Next, covers marked as “SUBSTITUTION Technical Bid” shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Bid opening.

Covers marked as “MODIFICATION Technical Bid” shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is
Section – I Instruction to Bidders
RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur

4.4.7

read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modifications to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.

All other covers containing the Technical Bids shall be opened one at a time and the following read out and recorded:

i. The name of the Bidder;
ii. Whether there is a modification or substitution;
iii. Whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed;
iv. Any other details as the Bids opening committee may consider appropriate.

After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.

4.4.8

Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.

4.4.9

The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the
| 4.4.10 | After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable notice of the opening of Financial Bids. |
| 4.4.11 | The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document. |
| 4.4.12 | The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity. |
| 4.4.13 | All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded:

i. the name of the Bidder;

ii. whether there is a modification or substitution;

iii. the Bid Prices;

iv. any other details as the Bids opening committee may consider appropriate. |
After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities attached shall be initialed and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.

The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.

5. Evaluation and Comparison of Bids

5.1 Confidentiality

5.1.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

5.1.2 Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may be resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

5.1.3 Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any
<table>
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<tr>
<th>5.2</th>
<th>Clarification of Technical or Financial Bids</th>
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<tbody>
<tr>
<td>5.2.1</td>
<td>In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.</td>
</tr>
<tr>
<td>5.2.2</td>
<td>To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee’s request for clarification and the response of the Bidder shall be in writing.</td>
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<tr>
<td>5.2.3</td>
<td>Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.</td>
</tr>
<tr>
<td>5.2.4</td>
<td>No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.</td>
</tr>
<tr>
<td>5.3</td>
<td>Deviations, Reservations and Omissions in Technical or Financial Bids</td>
</tr>
<tr>
<td>5.3.1</td>
<td>No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.</td>
</tr>
</tbody>
</table>

During the evaluation of Technical or Financial Bids, the following definitions apply:

i. “Deviation” is a departure from the requirements specified in the Bidding Document;

ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

iii. “Omission” is the failure to submit part or all of an offer that would otherwise meet the requirements specified in the Bidding Document.
| 5.4.1 | Nonmaterial Non-conformities in Technical or Financial Bids | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any non-conformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission. |
| 5.4.2 | | Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid. |
| 5.4.3 | | *Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity will rectify nonmaterial nonconformities or omissions (with recorded reasons). To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria. *[This ITB Sub-Clause should be kept only when considered necessary] |
| 5.5.1 | Correction of Arithmetical Errors in Financial Bid | Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid 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.

| 5.5.2 | 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. |
| 5.6.1 | The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted. |
| 5.6.2 | The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided:
   i. Bid is signed, as per the requirements listed in the Bidding documents;
   ii. Bid has been sealed as per instructions provided in the Bidding documents;
   iii. Bid is valid for the period, specified in the... |
### Responsiveness of Technical or Financial Bids

| 5.7 | **Bidding documents.**
|     | iv. Bid is accompanied by Bid Security or Bid securing declaration;
|     | v. Bid is unconditional and the Bidder has agreed to give the required performance Security;
|     | vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules];
|     | vii. written confirmation of authorization to commit the Bidder;
|     | viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and Other conditions, as specified in the Bidding Document are fulfilled.

| 5.7.1 | The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].

| 5.7.2 | A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:
|       | (a) if accepted, would-
|       | i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or
|       | ii. limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or
|       | (b) if rectified, would unfairly affect the
<table>
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<tr>
<th>Section - I Instruction to Bidders</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur</td>
<td>competitive position of other Bidders presenting substantially responsive Bids.</td>
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<td></td>
<td>The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of Section V, Procuring Entity’s Requirements have been met without any material deviation, reservation, or omission.</td>
</tr>
<tr>
<td>5.7.3</td>
<td>If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</td>
</tr>
<tr>
<td>5.7.4</td>
<td>Examination of Terms and Conditions of the Technical or Financial Bids</td>
</tr>
<tr>
<td>5.8</td>
<td>The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</td>
</tr>
<tr>
<td>5.8.1</td>
<td>The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section V [Procuring Entity’s Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB Clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or reservation.</td>
</tr>
<tr>
<td>5.8.2</td>
<td>Evaluation of Qualification of Bidders in Technical Bids</td>
</tr>
<tr>
<td>5.9</td>
<td>The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors</td>
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<tr>
<td>5.1.0 Evaluation of Financial Bids</td>
<td><strong>5.10.1</strong></td>
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<td><strong>5.10.2</strong></td>
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<td><strong>5.10.3</strong></td>
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</table>
|                                  | **5.10.4** | To evaluate a Financial Bid, the Procuring Entity shall consider the following:  
   i. the Bid Price quoted in the Financial Bid;  
   ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors];  
   iii. Adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4.3 [Nonmaterial Nonconformities in Bids], if applicable. |
<p>|                                  |          | If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the... |</p>
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<th>Section</th>
<th>1 Instruction to Bidders</th>
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<td>RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur</td>
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<tr>
<th>5.11.1</th>
<th>Comparison of Bids</th>
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<tr>
<td>The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.10 [Evaluation of Financial Bids].</td>
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<tr>
<th>5.12.1</th>
<th>Negotiations</th>
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<tbody>
<tr>
<td>To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.</td>
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<tr>
<th>5.12.2</th>
<th>Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-</th>
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<tr>
<td>i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or</td>
<td></td>
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<tr>
<td>ii. When the rates quoted vary considerably and considered much higher than the prevailing market rates.</td>
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| 5.12.3 | The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings. |

| 5.12.4 | The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations. |

| 5.12.5 | Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions. |

| 5.12.6 | In case of non-satisfactory achievement of |
rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.

In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

<table>
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<tr>
<th>Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids</th>
<th>5.13.1</th>
</tr>
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<tbody>
<tr>
<td>The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.</td>
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6. Award of Contract

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<tr>
<th>Procuring Entity’s Right to Vary Quantities</th>
<th>6.1.1</th>
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<tbody>
<tr>
<td>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 Bidding Document.</td>
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</table>

| Order for additional quantity of an item of the Works up to 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price. |

6.2.1 | Acceptance of the successful Bid and award of contract |
|---|---|
| The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports,
<p>| | |</p>
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<tbody>
<tr>
<td>6.2.2</td>
<td>Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.</td>
</tr>
<tr>
<td>6.2.3</td>
<td>A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.</td>
</tr>
<tr>
<td>6.2.4</td>
<td>The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Bidding Document if the Bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidders in the Bidding Document for the subject matter of procurement.</td>
</tr>
<tr>
<td>6.2.5</td>
<td>Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.</td>
</tr>
<tr>
<td>6.2.6</td>
<td>If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the Bidder given in the Bidding Document.</td>
</tr>
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</table>

**Signing of Contract**

<p>| 6.3 | 6.3.1 | In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the... |</p>
<table>
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<tr>
<th>6.3.2</th>
<th>LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV / Consortium still to be legally constituted, all parties to the JV / Consortium shall sign the Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.3.3</td>
<td>If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.</td>
</tr>
<tr>
<td>6.4</td>
<td>The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.</td>
</tr>
<tr>
<td>6.4.1</td>
<td>Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.</td>
</tr>
<tr>
<td>6.4.2</td>
<td>(i) The amount of Performance Security shall be ten percent, or as specified in the BDS, of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS. (ii) If the Bid, which results in the lowest evaluated bid price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the...</td>
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</table>
Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the performance security be increased (to a maximum of 20% of the bid value of such items) at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.

| 6.4.3 |

Performance Security shall be furnished in one of the following forms as applicable:
(a) Deposit through eGRAS; or
(b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Postmaster; or
(d) Bank guarantee. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or
(e) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that
the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(f) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from each running and final bill @ 10% of the amount of the bill.

| 6.4.4 | Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any. |

| 6.4.5 | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily. |

| 6.4.6 | Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:

i. When the Bidder does not execute the agreement in accordance with RFP Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of
acceptance; or

ii. When the Bidder fails to commence the Works as per Work order within the time specified; or

iii. When the Bidder fails to complete Contracted Works satisfactorily within the time specified; or

iv. When any terms and conditions of the contract is breached; or

v. To adjust any established dues against the Bidder from any other contract with the Procuring Entity; or

vi. If the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document.

vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

### 7. Redressal of Grievances during Procurement Process (Appeals)

<table>
<thead>
<tr>
<th>Grievance handling procedure during procurement process</th>
<th>7.1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Annexure C of these ITB.</td>
<td></td>
</tr>
</tbody>
</table>
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 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 anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information obtained 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.

1. A Bidder may be considered to be in Conflict of Interest with one or more parties in a 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 decision 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 subcontract, 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 is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

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Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ........................................ for 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 Entity;

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: ..................................................

[Signature]

Asst. Manager (Proc.)
Nagar Nigam, Jaipur (Heritage)
Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ____________________________

The designation and address of the Second Appellate Authority is ____________________________

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 of it 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 his 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. Appeal 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 the 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.

5. Form of Appeal

(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 affidavit verifying the facts stated in the appeal and proof of payment of fee.

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[Signature]

Jaipur Municipal Corporation (Heritage)
Section – 1 Instruction to Bidders
RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur

(3) 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.

(4) 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) permit or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, personal 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.

[Signature]

अधिशाषी अभियंता (प्र.)
नागर निगम जयपुर शैलिनी
FORM No. 1

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

Appeal No. of

Before 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 officer/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 proposes 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

Doct

[Signature]

अधिशासी अभियंता (प्रे.)
नगर निगम जयपूर हैरिटेज

Jaipur Municipal Corporation (Heritage)
Section – I Instruction to Bidders
RFP for Development of Dry Waste Processing (Material Recovery Facility) at Methuradaspura, Jaipur

Jaipur Municipal Corporation (Heritage)
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 it is the opinion of the Procuring Entity that 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 subtotal shall prevail and the total shall be corrected;

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 arithmetical 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.

(iii) 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.
Annexure E

Clause 1: Fair Wage Clause

(a) The Contractor shall pay not less than fair wages/minimum wages to labour engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

Explanation: “Fair Wage” means minimum wages for time or piece work, fixed revised, by the State Government under the Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor’s part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor’s Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of like nature.

(d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor for any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reason of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) Vis-à-Vis the Municipality Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:

(a) For works costing Rs. 100 lac and above- One Graduate Engineer.
(b) For works costing between Rs. 50 lac to Rs. 100 lac- One qualified diploma holder having experience of not less than 3 years.
(c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.
Clause 3:
The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 4: Safety Code
The Contractor shall follow the safety code of electricity strictly.

Clause 5:
Near Relative barred from tendering
The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and unutilized deposit and the work/remaining work may allot to any registered contractor on the same terms as per rules.

Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 6: Retired Gazetted Officer barred for 3 years
No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 3 years of his retirement from Government Service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 7: Quality Control
The Jaipur Municipal Corporation shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests and shall bear the cost of all tests.

Clause 8:
The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding, etc.,
temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

Clause 9: Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies the legal heirs of the Contractor or the Chief Engineer or duly authorised Engineer shall have the option of terminating the contract without any compensation.

Clause 10: Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts or God such as-unprecedented floods, volcanic eruptions, earthquakes or other invasion of nature and other acts.

Clause 11: General Discrepancies and errors:

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the department in the "G" Schedule, the rates as given in the basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 12: Post payment Audit & Technical Examination:

The Government shall have right to provide a system of per-check of Contractor's bill by a specified Organization, and payment by an Engineer or an Accounts Officer/ Sr. Accounts Officer/ Chief Accounts Officer/ Financial Advisor, as the Government may in its absolute discretion prescribe. Any over-payments/ excess payment detected, as a result of such per-check post-check of Contractor's bill, can be recovered from the contractor's bills in the manner, herein before provided and the Contractor will refund such over/ excess payments.

Clause 13: Check Measurements:

The department reserves to itself, the right to prescribe a scale of check measurement of work in general, or specific scale for specific works of by other special orders (about which the decision on the department shall be final) Checking of measurement by superior officer shall supersede measurements by the subordinate officer and the former will become the basis of the payment. Any over/excess payment detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified elsewhere in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 14: Check Measurements:
The Contractor in course of the work should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage on the Government. As per direction of the Engineer-in-Charge.

Clause 18: Recovery from Contractor:
Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriation in part or whole of the Performance Guarantee and/or Security Deposit. Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, thereafter, may become due to the Contractor, under this or any other contract with the Government of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Department on demand the balance remaining due.
The department shall, further, have the right to affect such recoveries under Public Demands Recovery Act.

Clause 18: Jurisdiction of Court:
In the event of any dispute arising between the parties hereto, in respect or any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed any by no other court, after completion of proceedings under Clause 23 of this contract.
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.
SECTION II
BIDDING DATA SHEET
This section consists of provisions that are specific to procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

Contents

A. Introduction

B. Bidding Documents

C. Preparation of Bids

D. Submission and Opening of Bids

E. Award of Contract
A. Introduction

ITB 1.1.1 The Number of the Invitation for Bids (NIT) is: NNJ(H)/2023-24
The Member of the Invitation for Bids is: Jaipur Municipal Corporation (Heritage)

Name of Work: RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur.
(Detailed Scope of work has been defined in Section V: Procuring Entity’s Requirement)

1.1.2 Period of Completion:
Works shall be completed entirety within 12 Months from the Start Date, which shall be the date of issue of the Notice to proceed or such other Start Date as may be specified in the Notice to Proceed.

1.1.3 Estimated Cost of work is: Rs. 16.48 Cr. (Rupees Sixteen Crore Forty Eight Lakhs only (including all taxes)

ITB 1.4.1 Joint Venture (JV) / Consortium are allowed

ITB 1.4.2 "Bidders of Indian Nationality" are only permissible.

ITB 1.4.5 Registration with appropriate Government Department/Organisation must require

ITB 1.4.8 The bidding process is open to bidders who fulfil the prescribed eligibility criteria.

ITB 1.4.9 Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Works will be disqualified.

B. Bidding Documents

ITB 2.1.3 This is an “on-line tender”. Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website by pay Tender cost (Rs 10,000/-) along with the processing fee of Rs 2,500/- separately in favor of RISL, Jaipur through website www.jaipurmcheritage.org.com.

The bidder should submit bid, by date & time specified in bid document, in original, hard copies of (i) Letter of Technical Bid; (ii) Power of Attorney; and (iii) Joint Venture Agreement, if applicable (iv) 100 Rs Black list stamp. The bidder should upload scanned copies of these documents on e-procurement website along with their technical bids.
### ITB 2.2.1
For Clarification purposes only, the Procuring Entity's address is:
OFFICE OF THE COMMISSIONER
NAGAR NIGAM JAIPUR HERITAGE
Old PHQ, Behind Hawa Mahal, Badi Chaupar, Jaipur, 302003
EMAIL ID: nnjheritage@gmail.com; envecellnnjh@gmail.com

### ITB 2.2.2
Pre bid Meeting: on 07.07.2023 at 12:00 Noon.

### ITB 2.2.3
The Bidders are requested, to submit questions in writing, to reach the Procuring Entity preferably not later than one week. However, Department may also consider questions / queries raised in writing only.

### ITB 2.3.1
Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals
http://sppp.rajasthan.gov.in/ and http://eproc.rajasthan.gov.in

### ITB 2.3.2
To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its e-procurement portal.

### C. Preparation of Bids

<table>
<thead>
<tr>
<th>ITB 3.2.1</th>
<th>The language of the bid shall be <strong>English</strong></th>
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<tbody>
<tr>
<td>ITB 3.3.1</td>
<td>The online Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.</td>
</tr>
<tr>
<td>ITB 3.3.2</td>
<td>The Bidder shall submit the forms, declarations and documents, as specified in Section IV of Bid Document, with the Technical Bid:</td>
</tr>
<tr>
<td>ITB 3.3.3</td>
<td>The Bidder shall submit the following additional documents with its Technical Bid:</td>
</tr>
<tr>
<td></td>
<td>i. Technical Bid/Proposal Submission Sheet and Technical Bid containing the filled-up Bidding Forms and Declarations related to Technical Bid, possession of required qualifications and Code of Integrity given in Section IV (Bidding Forms);</td>
</tr>
<tr>
<td></td>
<td>ii. Proof of payment of price of Bidding Document, processing fee and Bid securing declaration in accordance with ITB Clause 3.10;</td>
</tr>
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<td></td>
<td>iii. Written confirmation authorizing the signatory of the Bid to commit</td>
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</table>

Jaipur Municipal Corporation Heritage

[Signature]

Section II BDS3
the Bidder, in accordance with ITB Clause 3.11;

iv. Documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder’s eligibility to bid;

v. Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder’s qualifications to perform the contract if its Bid is accepted;

vi. Drawings in support of the Works to be executed;

vii. The Notice Inviting Bids;

viii. The PAN No. (Permanent Account Number) of Income tax with the Xerox copy of the PAN card.

ix. Alternative bids shall not be permitted.

x. Alternative times for completion shall not be permitted. (However, this does not prohibit the successful bidder from completing the work as per specifications before schedule)

xi. Any other document required in the BDS; and

xii. Others considered necessary to strengthen the Bid submitted.

The Financial Bid/ Price Proposal shall contain the following:

i. Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5 in the form of Bill of Quantities (BOQ); and

ii. Any other document required in the BDS.

| ITB 3.5.1 | Add following:
The form of contract for the Work “Supply, Installation and Commissioning of 300 TPD capacity Material Recovery Facility for Dry Municipal Waste along with Operation and Maintenance at Mathuradaspura on VGF Model.”.
”. The above work will for processing of 300 TPD dry Waste on basis of Royalty to NNJH on per Tonnes Basis and Sharing of Collected User Fees.

| ITB 3.5.3 | All variations in taxes and duties shall be borne as per relevant clause of the Section VI B: SCC

| ITB 3.9.1 | The Bid validity period shall be 90 days (Ninety days) from deadline for submission of bids.

| ITB 3.10.2 | Add following:
Bid security shall be in the form of bid securing declaration.
ITB 3.10.3 A Bid shall be provided as a part of the bid in the form of bid securing declaration.

ITB 3.11.1 Only Digital signed copy shall be submitted through e-procurement website.

ITB 3.11.2 The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney.

D. Submission and Opening of Bids

ITB 4.1.1 For bid submission purposes only, the Procuring Entity’s address is:

OFFICE OF THE COMMISSIONER
NAGAR NIGAM JAIPUR HERITAGE
Old PHQ, Behind Hawa Mahal, Badi Choupar, Jaipur, 302003

EMAIL ID: - - nnjheritage@gmail.com; envcellnnjh@gmail.com

Bidders shall submit their Bids electronically only.

The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall follow the following instructions for online submission:

- Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same.
- Tender cost (Rs 10,000/-) along with the processing fee of Rs 2,500/- separately in favor of RISL,Jaipur through website www.jalpurmcheritage.org. Original documents as per required in bid conditions, has to be deposited up to prescribed date before opening of technical bid.
- The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter.
- If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day.

ITB 4.1.2 Bids are required to be submitted in Electronic Format; it shall
be submitted on the e-procurement portal:
http://eproc.rajasthan.gov.in

**ITB 4.2.1**

The Deadline for electronic Bid submission is

**Bid document downloading End Date and time :-**
On 24/07/2023 at 1:00 pm

**Last date and time of Online submission of technical proposal:-**
On 24/07/2023 up to 1:00 pm

**ITB 4.4.1, 4.4.5**

The online Bid opening shall take place at:

**OFFICE OF THE COMMISSIONER**
NAGAR NIGAM JAIPUR HERITAGE
Old PHQ, Behind Hawa Mahal, Badi Choupar, Jaipur, 302003

**EMAIL ID:** - nnjheritage@gmail.com; envcellnnjh@gmail.com
The tendering process shall be conducted online only; Another required document mentioned bid document shall be submitted physically up to deadline described in tender document.

**ITB 4.4.13, 4.4.15**

The Procuring Entity will open the financial proposal as per e-tendering procedure.

**E. Award of Contract**

**ITB 6.3.1**
The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 15 Days.

**ITB 6.3.3**
The procuring entity shall promptly return the bid security after the earliest of the following events, namely:

1. The execution of agreement for procurement and performance security is furnished by the successful bidder;
2. The cancellation of the procurement process; or
3. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

**ITB 6.4.1**
Performance Security shall be solicited from the successful Bidder.

**ITB 6.4.3**
Performance Security amounting to total 10% of contract value and if any provisional sum along with additional security, as may be asked for by the Procuring Entity (Ref Clause 6.4.2 of ITB) shall
be submitted/deducted as follows:

(i) Contractor shall submit Performance Security in advance at the time of signing of agreement as per latest rules under RTPP act. Bank Guarantee submitted against the performance guarantee, shall be unconditional and en-cashable/ invokable at Town for which tenders are invited or submitted at Jaipur.

(ii) If there is no reason to retain the Performance Security, it shall be returned back to the contractor within 60 days after the satisfactory completion of the defect liability period.

| 7.1 | First Appellate Authority shall be: Director, DLB, Jaipur Rajasthan  
Second Appellate Authority shall be: Secretary/Principal Secretary, LSGD, Rajasthan |
SECTION III
EVALUATION AND QUALIFICATION CRITERIA
Contents

A. Evaluation Criteria

B. Preliminary Qualification Criteria

1. Eligibility
2. Pending Litigation
3. Financial Situation
4. Experience

4.1 General Construction Experience
4.2 Specific Construction Experience
4.3 Construction Experience in Key Activities

4.4 Declaration by the Bidder regarding Qualification
A. Evaluation Criteria

1.1 The successful Bid will be the lowest evaluated responsive Bid, which qualifies technical evaluation.

1.2 Adequacy of Technical Proposal
Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail.

1.3 Quantifiable Nonconformities, Errors and Omissions.
The evaluated cost of quantifiable non-conformities, errors and/or omissions is determined as follows:
"Pursuant to ITB Clause 5.4, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Procuring Entity will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids."

For guidance: The cost of minor omissions or missing items should be added to the Bid Price to allow for bid comparison on an actual basis. The price adjustment should be based on reasonable estimate of the cost by the executing agency, engineer. Consultant or bid evaluation committee, taking into consideration the corresponding quoted prices from other confirming bids. The price adjustment may be based on the price of the item quoted by the next lowest qualified bidder.
### B. Preliminary Qualification Criteria:

#### 1. Eligibility:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requirement</strong></td>
<td><strong>Single Entity</strong></td>
<td><strong>Joint Venture / Consortium</strong></td>
</tr>
<tr>
<td><strong>i) Nationality</strong></td>
<td>Nationality in accordance with ITB sub Clause 1.4.2</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td><strong>ii) Conflict of Interest</strong></td>
<td>No conflicts of interest in accordance with ITB Sub-clause 1.4.3 &amp; ITB Annexure-A</td>
<td>Must meet requirement</td>
</tr>
<tr>
<td><strong>iii) Debarment/ Blacklisted by any Procuring Entity in Rajasthan/ GOI</strong></td>
<td>Must declare</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>
### 2. Pending Litigation:

| Pending Litigation | All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder’s net worth. | Must meet requirement by itself or as partner to past or existing JV / Consortium | Not Applicable | Must meet requirement by itself or as partner to past or existing JV / Consortium | Not Applicable | Form LIT 1 |

NOTE: CA certificate clearly mentioning with calculation that pending litigation in total not more than 50% of Bidder’s net worth.

### Net Worth

| Net Worth | Net Worth for the Financial Year 2021-22 or 2022-23 (from latest audited balance sheet) should be positive. | Must meet requirement by itself or as partner to past or existing JV / Consortium | Not Applicable | Must meet requirement by itself or as partner to past or existing JV / Consortium | Not Applicable | Form LIT 1 |

NOTE: [Certificate of Chartered Accountant showing calculation of Net Worth must be enclosed].

### Financial Criterion:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turnover</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Turnover of last three financial years, calculated as per total certified payments received for contracts completed or in progress, should be equal to or</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

Jaipur Municipal corporation Heritage
### Section – III: Evaluation and Qualification Criteria

**RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Single Entity</td>
<td>Joint Venture / Consortium (permitted)</td>
</tr>
<tr>
<td>more than Rs 5.50 Cr. The following years shall be considered 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 upto Bid Submission Deadline.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Experience:**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Single Entity</td>
<td>Joint Venture / Consortium</td>
</tr>
<tr>
<td>4.1 General Experience:</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

Firm should have similar nature work experience in any of the last three years combined in Operation and maintenance of dry waste processing units with minimum Capacity of 90 TPD and minimum quantity processed shall not be less than 54000 MT in last three year combined. The following years shall be considered 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 upto Bid Submission Deadline. Note: - In case JV, Lead partner should have the required experience.

**NOTE:** Certificate of Charted Accountant must be submitted, clearly indicating experience based on OEM or System Integrator work-related turnover of the firm.

4.2 Specific Experience

The bidder should have experience of the following in last three financial years. The following years shall be considered 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 upto Bid Submission Deadline.

(Note: Experience in current year shall also be counted up to deadline for submission of bid.)

Jaipur Municipal corporation Heritage

[Signature]

Section III EQC6
### Criteria - III: Evaluation and Qualification Criteria

**RFP for Development of Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Compliance Requirements</th>
<th>Documents Submission Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Single Entity</td>
<td>Joint Venture / Consortium</td>
</tr>
<tr>
<td>Experience of having successfully Substantially completed/ Completed one similar works in India last three year combined. The following years shall be considered 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 upto Bid Submission Deadline.</td>
<td>Must meet requirement</td>
<td>Must meet requirement</td>
</tr>
</tbody>
</table>

1. **Operation and Maintenance of dry waste processing units with minimum Capacity of 90 TPD and minimum quantity processed shall not be less than 54000 MT in last three year combined.**

2. **Should Have Experience of Collection of Dry Waste along with User Fees with any Government Department.**

**Note:** - Substantially completed means that – the Contractor has completed or commissioned the work, Substantially completed/ Completed one similar works in India last three year combined (2019-20, 2020-21, 2021-22, 2022-23, 2023-24 upto bid submission deadline) The commissioning of the work is essentially required and any hindrance in commissioning whether within or beyond control of the contractor would not be acceptable.

i) The bidder shall submit copies of work orders, completion and satisfactory performance certificates in support of their experience claims. Govt. /PSU/ Autonomous bodies under government sector of any country.
ii) The present price level for turnover shall be given weight age of 10% per year as follows:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Financial Year</th>
<th>Weight age</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>2023-24</td>
<td>1.00</td>
</tr>
<tr>
<td>(ii)</td>
<td>2022-23</td>
<td>1.00</td>
</tr>
<tr>
<td>(iii)</td>
<td>2021-22</td>
<td>1.10</td>
</tr>
<tr>
<td>(iv)</td>
<td>2020-21</td>
<td>1.21</td>
</tr>
<tr>
<td>(v)</td>
<td>2019-20</td>
<td>1.33</td>
</tr>
<tr>
<td>(vi)</td>
<td>2018-19</td>
<td>1.46</td>
</tr>
</tbody>
</table>
SECTION IV
BIDDING FORMS
<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Technical Bid Check List</td>
</tr>
<tr>
<td>4.2</td>
<td>Letter of Technical Bid</td>
</tr>
<tr>
<td>4.3.1</td>
<td>Bid Security</td>
</tr>
<tr>
<td>4.3.2</td>
<td>Bid Securing Declaration</td>
</tr>
<tr>
<td>4.4</td>
<td>Bidder's Qualification</td>
</tr>
<tr>
<td>4.4.1</td>
<td>Form ELI-1</td>
</tr>
<tr>
<td>4.4.2</td>
<td>Form ELI-2</td>
</tr>
<tr>
<td>4.4.3</td>
<td>Form LIT-1</td>
</tr>
<tr>
<td>4.4.4</td>
<td>Form FIN-1</td>
</tr>
<tr>
<td>4.4.5</td>
<td>Form FIN-2</td>
</tr>
<tr>
<td>4.4.6</td>
<td>Form FIN-3</td>
</tr>
<tr>
<td>4.4.7</td>
<td>Form FIN-4</td>
</tr>
<tr>
<td>4.5</td>
<td>Form EXP-1</td>
</tr>
<tr>
<td>4.6</td>
<td>Form EXP-2a</td>
</tr>
<tr>
<td>4.7</td>
<td>Form EXP-2b</td>
</tr>
<tr>
<td>4.8</td>
<td>Form: Assured Revolving line of credit</td>
</tr>
<tr>
<td>4.9</td>
<td>Declaration by the Bidder under Sections 7 and 11 of the Act</td>
</tr>
<tr>
<td>4.10</td>
<td>Letter of Financial Bid</td>
</tr>
<tr>
<td>4.11</td>
<td>Power of Attorney</td>
</tr>
<tr>
<td>4.12</td>
<td>Joint Venture Agreement</td>
</tr>
<tr>
<td>4.13</td>
<td>Statement for work in hand</td>
</tr>
<tr>
<td>4.14</td>
<td>Calculation of Available Bid Capacity</td>
</tr>
<tr>
<td>4.15</td>
<td>Self-Declaration by Bidder: No Blacklisting</td>
</tr>
<tr>
<td>4.16</td>
<td>Certificate of Conformity / No Deviation</td>
</tr>
<tr>
<td>4.17</td>
<td>Check Points</td>
</tr>
<tr>
<td>4.18</td>
<td>Self-Appraisal Sheet</td>
</tr>
<tr>
<td>4.19</td>
<td>Bill of Quantities / Activity Schedule</td>
</tr>
</tbody>
</table>
4.1 Technical Bid (With Reference to Section III) Check List

In addition to the forms given in this section, a Technical Proposal must necessarily contain the following, otherwise the bid shall be considered incomplete and may lead to non-responsive:

1. Notice Inviting Tender
2. CA’s certificates
3. Bank’s letter as required in Tender Document (if applicable).
4. GST Registration,
5. Proof of payment of Bid Security
6. Proof of Cost of bidding document or receipt of such cost.
7. Proof of Bid processing fees specified.
8. Bid capacity stipulations as required in Tender Document.
9. Completion Certificates of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
10. Work orders of works which have been cited in support of fulfillment of eligibility criteria as specified in Tender Document.
11. Drawings / designs / technical documents (if required) in support of works to be executed
12. Any modifications or withdrawal.
13. Other documents considered necessary to strengthen the bid.
14. JV / Consortium agreement against which experience for eligibility is claimed to demonstrate clearly the JV / Consortium members work in that JV / Consortium.
15. Registration certificate of each bidder / JV / Consortium Partner in Class B or equivalent in any State / Central / PSU / in India.
16. Self-Declaration by Bidder: No Blacklisting
17. Certificate of Conformity / No Deviation
18. Check Points and Self-Appraisal sheet

Jaipur Municipal Corporation Heritage
4.2 Letter of Technical Bid

Technical Bid Submission Sheet (In Bidder's Own Letterhead)

Date: __________  NIT No.: __________

To: ____________________________________________________________________________

Sir,

We, the undersigned, declare that:

a) We have examined and haven or reservations to the Bidding Document, including Addenda No. __________

b) We offer to execute in conformity with the Bidding Document the following:

Works:

__________________________

Works:

(c) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of __________ percent of the Contract Price or Performance Security Declaration, as the case may be for the due performance of the Contract;

e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;

f) We are not participating, as Bidder, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;

g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity;

h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

j) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;

[Signature]

Jaipur Municipal Corporation Heritage

Section IV BF3
k) We have paid, or will pay the following commissions, gratuities, or fees, if any, with respect to the bidding process for execution of the Contract:

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
</table>

l) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during this procurement process and execution of the Works as per the Contract;

m) Other comments, if any:

Yours faithfully,

Signature:

Name/ address: __________________________________________

In the capacity of: _________________________________________

Signed: ________________________________________________

Duly authorised to sign the Bid for and on behalf of: _________

Date: ________________

Tel: __________________ Fax: ___________________ E-mail:__________________
4.3.1 Bid Security (Only By Online means through website jaipurmcheritage.org)
4.3.2 Form of Bid-Securing Declaration

Date:

Bid No.
Alternative
No.:
To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Terms and Conditions of Bid, in the following cases, namely:-

(a) when we withdraw or modify our bid after opening of bids;
(b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
(c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
(d) when we do not deposit the performance security within specified period after the supply/work order is placed and
(e) If we breach any provision of code of integrity prescribed for bidding as specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

(i) we are not the successful Bidder;
(ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
(iii) thirty days after the expiration of our Bid.
(iv) the cancellation of the procurement process; or
(v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed: -------------------------------------

Name: --------------------------------------

In the capacity of: ---------------------

Jaipur Municipal Corporation Heritage
Duly authorized to sign the bid for and on behalf of:
Dated on day of
Corporate Seal

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]
4.3 Bidder’s Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

4.3.1 Form ELI - 1: Bidder’s Information Sheet

<table>
<thead>
<tr>
<th>BIDDER’S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>In case of JV/Consortium, legal name of each partner</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners country of constitution.</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners year of constitution</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners legal address in country of constitution</td>
</tr>
<tr>
<td>Bidder’s /all JV/Consortium partners authorized representative (name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
</tbody>
</table>

Attached are self-attested copies of the following original documents:

1. In case of single entity, certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.

2. Authorization to represent the firm or JV / Consortium named in above.


4.3.2 Form ELI – 2:JV / Consortium Information Sheet

Attach the Letter of Intent to form JV / Consortium or certificate of registration/ incorporation and memorandum of association or constitution of the legal entity, if JV / Consortium is already in existence.

(Each member of a JV / Consortium/ must fill in this form)

<table>
<thead>
<tr>
<th>JV /Consortium/ SPECIALIST CONTRACTOR’S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s legal name</td>
</tr>
<tr>
<td>JV /Consortium Partner’s financial share in the JV</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s country of constitution</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s year of constitution</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s legal address in country of constitution</td>
</tr>
<tr>
<td>JV /Consortium Partner’s or Subcontractor’s authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
</tbody>
</table>

Attached are attested copies of the following original documents:

1. Certificate of registration/ incorporation and memorandum of association or constitution of the legal entity named above.

2. Authorization to represent the firm named above.
4.3.3 Form LIT 1 - Pending Litigation

(Each Bidder or member of a JV / Consortium / must fill in this form to be certified by the Statutory Auditors of the Bidder)

<table>
<thead>
<tr>
<th>Year</th>
<th>Matter in Dispute</th>
<th>Value of Pending Claim in INR</th>
<th>Value of Pending Claim as a Percentage of Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature:

Abhishek Abhinav (Pr.)
Nagar Nigam Jaipur Heritage
4.3.4 Form FIN 1—Financial Situation

Each Bidder or member of a JV / Consortium must fill in this form

(To be certified by the statutory auditors of the Bidder)

<table>
<thead>
<tr>
<th>Years /Items</th>
<th>Financial Data for past 3 (Three) years in Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1:</td>
</tr>
</tbody>
</table>

Information from Balance Sheet in Rupees

(in case of bidders and JV / Consortium partners from outside India, data to be converted at the exchange rate prevailing 28 days prior to the deadline of submission of the bids)

Total Assets

Total Liabilities

Net Worth

Current Assets

Current Liabilities

Others as required

Information from Profit & Loss Account/ Income & Expenditure Statement

Total Operating Revenues/ Income

Profit/ Excess of Income over Expenditure before Taxes

Jaipur Municipal Corporation Heritage
<table>
<thead>
<tr>
<th>Profit/ Excess of Income over Expenditure after Taxes</th>
<th>Others as required</th>
</tr>
</thead>
</table>

Attached are attested copies of audited financial statements (balance sheets including all related notes, and Profit & Loss Account/ Income & Expenditure Statement) for the last five (5) years, as indicated above, complying with the following conditions:

- All such documents reflect the financial situation of the Bidder or partner toa JV / Consortium, and not sister or parent companies.
- Historic financial statements must be audited by a chartered accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited. (No statements for partial periods shall be requested or accepted).

| Signature of the Statutory Auditors | Signature of Authorized Signatory |
4.3.5 Form FIN 2 Average Turnover in Rupees

Each Bidder or member of a JV / Consortium must fill in this form

(To be certified by the statutory auditors of the Bidder)

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount-Rupees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
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</table>

Average Annual Construction Turnover

The information supplied should be the Annual Turnover of the Bidder or each member of a JV / Consortium in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. For JV / Consortium partners from other countries, the conversion to Rupees shall at the rates prevailing on the 31st. March of that year.

Signature of the statutory auditors

Signature of Authorised Signatory

NOTE:

[To bring the earlier year's amount to the last financial year's level the following multiplier may be applied.]

The present price level for turnover the previous years' value shall be given weight age of 10% per year as follows:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Financial Year</th>
<th>Weight age</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>2022-23</td>
<td>1.00</td>
</tr>
<tr>
<td>(ii)</td>
<td>2021-22</td>
<td>1.10</td>
</tr>
<tr>
<td>(iii)</td>
<td>2020-21</td>
<td>1.21</td>
</tr>
<tr>
<td>(iv)</td>
<td>2019-20</td>
<td>1.33</td>
</tr>
<tr>
<td>(v)</td>
<td>2018-19</td>
<td>1.46</td>
</tr>
</tbody>
</table>
4.3.6 Form FIN 3 Financial Resources - Rupees

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract as indicated in Section III (Evaluation and Qualification Criteria).

<table>
<thead>
<tr>
<th>S.No</th>
<th>Source of Financing</th>
<th>Amount in Rupees</th>
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<tbody>
<tr>
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</tbody>
</table>

Signature of Authorised Signatory
4.3.7 Form FIN 4 Current Contract Commitments / Works in Progress

Bidders and each partner to a JV / Consortium should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<table>
<thead>
<tr>
<th>S.N o.</th>
<th>Name of Contract</th>
<th>Procuring Entity’s Contact Address, Tel., Mobile, Fax, E-mail id</th>
<th>Value of Outstanding work in Rupees</th>
<th>Estimated Completion Date</th>
<th>Average Monthly Invoicing during Last 6 months (Rupees per month)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Signature of Authorised Signatory
4.4 Form EXP – 1: General Experience

Each Bidder or member of a JV / Consortium must fill in this form

<table>
<thead>
<tr>
<th>GENERAL EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting Month Year</td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

**Bidder Must Enclose:**

1. Certificate of CA mentioning the construction turnover as per relevant clause.
4.5 Form EXP – 2(a): Specific Experience

Note: Please fill up one sheet per contract

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contract Identification</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Award Date</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Role in Contract</td>
<td>Contractor / Management Contractor / Subcontractor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Contract Amount</th>
<th>INR</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>If partner in a JV / Consortium or subcontractor, specify participation of total contract amount</th>
<th>Percent of Total Amount</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Procuring Entity’s Name, Address, Telephone Number, Fax Number, E-mail address</th>
</tr>
</thead>
</table>

**Bidder Must Enclose:**

1. Copy of work order.

2. Experience certificate as per relevant clause from an officer not below the rank of executive Engineer or Equivalent.

Jaipur Municipal Corporation Heritage

Section IV BF17
### CONTRACT WITH SIMILAR KEY ACTIVITIES

<table>
<thead>
<tr>
<th>Contract No. ..of. .....</th>
<th>Contract Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Award Date</td>
<td>Completion Date</td>
</tr>
<tr>
<td>Total Contract Amount</td>
<td>........................ Equivalent INR ......</td>
</tr>
<tr>
<td>If partner in a JV / Consortium or subcontractor, specify participation of total contract amount</td>
<td>Percent of Total Amount</td>
</tr>
<tr>
<td>Employer's Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>Description of the key activities in accordance with Criteria.</td>
<td></td>
</tr>
</tbody>
</table>

OR

---

Jaipur Municipal Corporation Heritage

Section IV BF18
4.7 Form: Assured Revolving Line of Credit Facility

(To be submitted by a Scheduled Bank on the Bank’s Letter head)

Date: (Insert Date)

To: OFFICE OF THE COMMISSIONER
Jaipur Municipal Corporation (Heritage)
Old PHQ, Behind Hawa Mahal, Badi Chaupar, Jaipur, 302003

Subject: Letter of Assurance for Revolving line of credit facility for INR ----

Dear Sir,

WHEREAS ___________________________ [name
and address of Bidder] (hereinafter called the “Bidder”) intends to submit a bid
for-------------------------(name of contract package) -------------------------” under the
Jaipur Smart City Limited (JSCL) (hereinafter called the “Employer”) in response
to the Invitation for Bids issued by the JSCL through NIB no.---------------------; and

WHEREAS the Bidder has requested that an assured revolving line of credit be
provided to it for executing the -------------------------(name of contract package) ----
-----------------------------------In the event that the Contract is awarded to it;
then

KNOW ALL THESE PEOPLE by these presents that We

_________________________________ [name of Bank] of
[name of Country] having our registered office at
[address of registered office] are willing to provide to

_________________________________ (the Bidder) a sum of up to

_________________________________ [amount of guarantee in figures and words] as
an assured revolving line of credit for executing the Works under ------------------------

-----------------(name of contract package) -------------------should the Bidder be awarded the
contract based on its tendered prices.

Jaipur Municipal Corporation Heritage

Section IV BF19
We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder’s financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the ____ day of ________, 2021

Date: ___________________________ Signature of the Bank: ___________________________

Witness: ___________________________ Seal: ________________________________

[Signature, name and address]
4.8 Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder/ JV / Consortium

(To be prepared and submitted as per applicable rules on Non-Judicial Stamp Paper)

In relation to our Bid submitted to ................................ [enter designation and address of the procuring entity] for procurement of ................................ [insert name of the Works] in response to their Notice Inviting Bids No............... Dated ............... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. 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 are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Jaipur Municipal Corporation Heritage

[Signature]

Section IV BF21
Date:
Place:
Signature of Bidder
Name:
Designation:
Address:
4.9 Letter of Financial Bid

Financial Bid Submission Sheet

(To be submitted with financial bid under Vol 2: BoQ only)

Date: ___________ NIT No.: ___________

To: __________________________

Sir,

We, the undersigned, declare that:

a) We have examined and have no reservations to the Bidding Document, including Addenda
   No.: ______________________

b) We offer to execute in conformity with the Bidding Document the following Works:
   ______________________________

c) The total Price for our Bid, excluding any discounts offered, if permitting item(d) below is: **ONLY BY ONLINE METHOD**

d) The discounts offered, if permitted, and the methodologies for their application are:
   ______________________________

e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

g) Other comments, if any:

Yours faithfully,

Signature:

Name/ address: __________________________

In the capacity of: _______________________

Jaipur Municipal Corporation Heritage
Signed: ______________________________________

Duly authorised to sign the Bid for and on behalf of: ____________

Date: __________________

Tel: __________________ Fax: __________________

E-mail: __________________
4.10 Power of attorney (To be prepared and submitted as per applicable rules on NON-JUDICIAL STAMP PAPER)

Power of Attorney for Authorized Representative

The firm M/s............................................ authorize the following Representative to sign and submit the tender document, negotiate terms and conditions for the contract, to sign the contract, to deal with the ______, to issue and receive correspondence related to all matters of the bid "--------". We / M/s .................................. undertake the responsibility due to any act of the representative appointed here by.

For Partnership Firm's

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the All Partner</th>
<th>Signature of Partner with Seal</th>
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</thead>
<tbody>
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<td>1.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td>Name and Designation of the person Authorized</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Attested Signature of the Authorized Representative</td>
<td></td>
</tr>
</tbody>
</table>

For Limited Firm's

<table>
<thead>
<tr>
<th>Name and Designation of the person Authorized</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
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<tr>
<td>Telephone No.</td>
<td></td>
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<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>Telex No.</td>
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<tr>
<td>Authority By which the Powers is delegated</td>
<td></td>
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<tr>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Attested Signature of the Authorized Representative</td>
<td></td>
</tr>
<tr>
<td>Name and Designation of person attesting the signatures</td>
<td></td>
</tr>
</tbody>
</table>

Jalipur Municipal Corporation Heritage
4.11 Joint Venture Agreement (Among Two Firms) -

(On Rs 1000/- Non-judicial Stamp Paper)

Memorandum of Understanding for
JOINT VENTURE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this ----------------- ("Effective Date").

BETWEEN

M/s. ____________________________, a company incorporated, and having its registered office at ____________________________.

(Hereinafter referred to as the "First Party"/ "One Partner");

M/s. ____________________________, a company incorporated, and having Registered office at ____________________________.

(Hereinafter referred to as the "Second Party"/ "Each Partner");

Hereinafter jointly referred to as the "Parties" and individually as "Each Party" or "a Party" as the case may be.

WHEREAS,

A) The Government of Rajasthan, Nagar Nigam Jaipur, Heritage. Jaipur Rajasthan (hereinafter referred to as the NNJH or procuring entity) invited bid for

(B) The Parties hereto formed a Joint Venture or will form a joint venture (hereinafter referred}
to as the "JV") to jointly execute the above project in all respect

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with designated as the
One Partner and First Partner.

1.2. __________ shall be the Second Member – or Second Partner

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of “_________ Joint Venture”.

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3. The Parties hereto shall, for the above-referred Projects, be jointly and severally liable to the Employer for the execution of the Projects in accordance with the Contract till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

4.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility:--------------------------------------

                       Physical responsibility: --------------------------------------

Other Partners: Financial responsibility:-------------------------------

                       Physical responsibility:--------------------------------------

4.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the Contract shall be shared or borne by the Parties in the above Proportions.

Jaipur Municipal Corporation Heritage

Section IV BF28
4.3 The members in the proportion as mention in article 4.1, shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The Parties shall participate as a JV in the submission of bids and further negotiations with the Employer and shall co-operate and contribute their respective expertise and resource etc to secure and execute the Projects.

5.2 On award of Projects, the First Partner in consultation with the other members of JV will decide on the final management structure for the successful execution of the Projects as per the terms of Contract.

5.3 All the Parties hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the Projects, including commissioning & operation for the period as stipulated in the contract. The share of interest of the JV shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the Parties hereto shall be mutually exclusive i.e. none of them shall without the other Party's consent & prior approval of NNJH, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This Memorandum of Understanding shall be terminated:

a. if the Parties mutually confirm that the JV's bid proposal has not been finally accepted by Employer and all rights and obligations of the Parties under or in connection with this Memorandum of Understanding have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this Memorandum of Understanding unless extended for a further period on demand of NNJH & mutual consent of the Parties, or
7.2 The Memorandum of Understanding can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer after the consent of the Employer.

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of ____________ & ____________. 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 ___________________ 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 ____________.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the ____________ Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF Consortium:

Any and all correspondence from the Employer to the JV shall be addressed to (name of JV) at the address stated herein below—(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.

The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address(name of JV)

ARTICLE 12: Authorized Representative:

The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
Authorized Representative of JV:

ARTICLE 13: ASSIGNABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE 14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:

Signed by
For and on behalf of

in the presence of:

Name:
Designation:

Signed by
For and on behalf of

in the presence of:

Name:
Designation:

*Similar Consortium Agreement to be signed in case of a Consortium

Jaipur Municipal Corporation Heritage
4.12 **STATEMENT FOR WORK IN HAND** (for calculation of value of Bid Capacity)

This is to certify that the status of the present works in hand as on date of publication of NIT of order value more than Rs. 10.00 lacs for which either order is received or the work is under execution but which are still not completed is as under:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Brief Description of Work</th>
<th>Stipulated Date of Start</th>
<th>Stipulated Date of Completion</th>
<th>Time left for execution after date of publication of NIT, in months</th>
<th>Cost of awarded work</th>
<th>Cost of work executed up to date of publication of NIT</th>
<th>Balance Cost of un-executed work as on date of publication of NIT in 30 months from and date of submission</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1. If the value of Balance work goes beyond 30 months from the date of bid submission, then client certificate mentioning the amount of work to be executed beyond 30 months, otherwise full balance work shall be accounted for calculation of ‘B’ value.

2. This is certified that this is true in all respect and can be used for calculation of the bidding capacity as per the formula given in ITB. This is also certified that other orders under execution by the firm shall not materially affect the bidding capacity of the firm as required in this tender. *(Format should be on Rs 500/= stamp paper).*

**Signatures with Seal of Authorized Signatory for tender**
4.13 Calculation of Available Bid Capacity

[Using the following formula, the Bidder must calculate his available Bid Capacity: -]

Assessed Available Bid Capacity: \( (A \times N^2 - B) \)

Where

\( A = \) Maximum value of works executed in any one year during the last five years (updated to the current price level) taking into account the completed as well as works in progress;

\( N = \) Number of years prescribed for completion of the works for which bids are invited, and

\( B = \) Value at current price level of the existing commitments and ongoing works to be completed during the next ----- years (period of completion of the work for which bids have been invited)

Signature of Authorized Signatory
4.14 Self-Declaration by Bidder: No Blacklisting

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Works] in response to the Notice Inviting Bids No. Dated we hereby declare that;

We do here by affirm that we have not been blacklisted by any Government agency or Public Sector Undertakings, either in the bidding stage or during the execution stage of any contract, in which we participated.

Date: 

Signature of Bidder

Place:

Name:

Designation:

Address:

[Signature]
4.15 Certificate of Conformity / No Deviation

In relation to our Bid submitted to [enter designation and address of the procuring entity] for procurement of [insert name of the Works] in response to their Notice Inviting Bids

No............. Dated............. we hereby declare that;

We do here by affirm that we have complied and shall continue to comply with the all the terms and conditions as specified in this Bidding Document, including technical specification and schedule of supply, quantity of Goods to be procured, payment conditions, till completion of all our obligations under the Contract.

Date: 
Place: 
Signature of Bidder
Name: 
Designation: 
Address: 

[Signature]
4.16 Check Points

(Must be filled by Bidder)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Page No. of Bidding Document</th>
<th>Requirements / Documents required to be submitted</th>
<th>Check Points</th>
<th>Yes / No</th>
<th>Enclosed at page no. of bid and any other detail as required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>GENERAL</td>
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</tr>
</tbody>
</table>

4.17 Self-Appraisal Sheet

(To Be Filled by The Bidder for Determination of Responsiveness)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Page No. of Bidding Document</th>
<th>Requirements as per bid document</th>
<th>Check points</th>
<th>Tick the correct option or fill in information</th>
<th>Enclosed at page no. of bid and any other detail as required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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4.18 Bill of Quantities (Activity Schedule in case of Lump Sum Contract)

1. The Bill of Quantities (BOQ) shall be read in conjunction with the Conditions of Contract (General and Special).

Jaipur Municipal Corporation Heritage

Section IV BF36
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out by the Contractor and as measured and verified by the Engineer-in-charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer-in-charge may fix within the terms of the Contract.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, machinery & equipment, T&P, quality assurance, erection, defect liability, maintenance (if included in the Contract), insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted in the units indicated and entirely in Indian Rupees.

5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, including miscellaneous items involved in the concerned item, and items not mentioned in the BOQ but required to be executed will be considered as variation items.

6. General directions and descriptions of works and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities. The execution of various items shall be in full conformance to the relevant specifications and codes, drawings and designs as confirmed by executing agency.
7. In case of Lump Sum Contract, the payments shall be linked to completion of various stages of the works as per design, drawings and specifications.

8. Any other item which has not been specifically mentioned in specification but are necessary for the construction of the project as per good engineering practice, safety norms and successful operation and guaranteed performance of the entire project shall be deemed to be included within scope of work and shall be provide by the contractor without any extra cost to the employer.
SECTION V

1.0 BACKGROUND:
Jaipur Municipal Corporation (Heritage) intends to develop Dry Waste Processing (Material Recovery Facility) at Mathuradaspura, Jaipur. The location of the work shall be Mathuradaspura, Jaipur, Rajasthan. The work is to be carried sighting the need for restricting the waste generated to be dumped at landfill site thereby created foul environment.

At present Jaipur has the following Plants working under jurisdiction of Nagar Nigam Jaipur Heritage and Greater:-

1. RDF plant of 350 TPD at Langdiyawas.
2. Compost Plant of 250 TPD at Sewapura.
3. MRF plant of 50 TPD at Sewapura Under NNJ(G).
4. Bio-remediation of Legacy Waste at Sewapura and Mathuradaspura under jurisdiction of Nagar Nigam Greater and Heritage respectively.

The following Plants proposed under jurisdiction of Nagar Nigam Jaipur Heritage :-

1. Waste To Energy Plant with Capacity of 700 TPD.
2. C&D waste Processing Plant with Capacity of 300 TPD

2.0 OBJECTIVE OF THE MATERIAL RECOVERY FACILITY:

RDF systems are attempt to separate, by volatilization, as much if the organic portion of a solid waste stream as possible and then to clean and otherwise process the resulting mixture to produce low, medium and high grade fuel. By undergoing processing steps of hammering, shredding, the combustible fraction of the waste is transformed into a fuel, which can then be fired in a
boiler unit specifically dedicated for this type of refuse-derived fuel, or co-fired with another fuel, such as coal, shredded tires, or wood chips. The fuel produced can thus be utilized in equipment that can have higher efficiencies than mass-fired units resulting in greater electricity or steam output. However, the front end processing of the solid waste into a fuel has been one of the problem areas of this type of refuse disposal technology. This work is proposed for the purpose of installation of a dry waste sorting center at Mathuradaspura in Jaipur. The present form of disposal of waste is partially segregated. However mixed waste is processed partly in windrow composting at Sewapura and RDF at Langariyawas executed through private operator. This package is directed to create and commission the Material Recovery Facility center and operate the plant for 10 years under this contract. The methodology of execution of work shall be as per CPHEEO Manual of Municipal Solid Waste Management, SWM Rules 2016, RUIDP standards and specifications and direction of Engineer-in-charge (EIC). The successful bidder shall collect the waste from all the Bulk Waste Generator under the Nagar Nigam Jaipur Heritage Area.

**Scope of Work for Bidder:**
The scope of work includes providing detailed designs and drawings followed by supply and erection of Pre-engineered building structures including civil works like foundation for pedestal columns, raft, Industrial Flooring, side wall, windows, door openings etc. The proposed design shall consider SBC 10TN/Sqmt or as per actual whichever is less. The Contractor will have to submit his designs.

Employer will require 14 working days from the date of receipt for Review / Approval of drawings, Design or any other documents submitted by the CONTRACTOR. EMPLOYER may give their comments and ask for redesign / resubmission after necessary rectifications / modifications and the time frame of 14 working days will be applicable for the same. In the event, if
the Employer feels that the design provided by the Contractor is not adequate, the Contractor shall be responsible to make necessary changes in the design and implement the work within the quoted amount.

The design for Pre-engineered building structures and Civil Structures shall take into consideration as per the layout, drawings, and technical specifications. The supplier shall carry out necessary coordination with the other agencies for the successful completion of the project.

The scope of work is outlined as under:

**Designing, Drawings, Construction & Fabrication**

This shall include the following however not limited to completing the project:

- Preparation of Detail design of the PEB Building and Civil Structures
- While designing the structure, the Contractor shall consider adequate weight of the solar panels for future erection on the top of the roof.
- Providing hard copies of signed General Arrangement (GA) drawings after verification from the Structural Designer for both PEB and Civil structures.
- Fabrication as per the GA and Fabrication drawings at the Factory Shed.

**Supply**

The scope of supply shall include the transportation, loading and unloading of primary structural members, secondary structural members, roofing materials and all other structural members/Accessories as required in completing the PEB system. The supply should be to sites specified by the Employers. All the necessary documentation shall be properly done during supply of PEB Systems.

The contractor must inform for Employer’s inspection before dispatch of the material in advance and at least giving 7 days’ time for the same.

Packing list during the supply of the material should include –list of
materials, Excise invoice, inspection report, transit insurance, and Transporter details–LR copy, permit form as applicable. Construction, Erection & Commissioning

For erection of PEB system, the CONTRACTOR shall deploy a qualified Engineer having experience in the erection of similar type of structure. The Erection shall be done by keeping all the safety parameters into the account. No unsafe work shall be allowed during the erection process. All the accessories, tools tackles, cranes/ hydra shall be in good condition. The CONTRACTOR shall arrange to test materials and/or portions of the works as instructed by EMPLOYER to ISI Standards at his own cost, in order to provide their soundness and efficiency. If after any such test, the work or portions of the works are found to be defective or unsound, the CONTRACTOR shall pull down and re-erect the same at his own cost. All Civil and PEB structures are to be designed and executed as per relevant I.S. Code of Practices and shall be the latest version with its amendments/revisions make it available to EMPLOYER when required. In the case of any class of work for which there is no specifications mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the EMPLOYER.

- The contractor is solely responsible for designing, construction of Civil Works and Procurement of Equipment for Development of Dry Waste Processing Facility, testing and commissioning of Mechanical Sorting machineries confirming all technical as well as quality standards on design, build basis, operation & maintenance of the facility for 10 years as per Tender Document.

- The contractor shall promptly inform the Engineer in Charge for any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of execution of the works and
collectively resolve the ambiguity or correct the error and will start the execution accordingly.

- It should be noted by contractor that he is responsible for collecting the dry waste from Bulk Waste Generator for recycling of dry waste and recovery of useful materials and bailing of RDF material and dispose off left out material as directed by the EIC.

- Designing, constructing, supplying testing and commissioning of dry waste sorting centre at Jaipur specified in the BDS with O&M for 10 years. The contractor is fully responsible for carrying out the work including commissioning of the system with respect to technical feasibility and quality standard and scope of work will cover the following but not limited to.

- The contractor has to submit the designs for Waste Sorting Machineries detailed below.

- Preparation of execution drawing and start execution after taking approval of layout from EIC.

- Planning and taking up the work according to the Methodology/work plan or as per a modified work plan as per agreed and approved by the Engineer in charge.

- Planning the excavation and construction of the relevant part of work within sections in such a way that the ongoing garbage transfer activities shall not get disturbed. If necessary in view of EIC, the excavated material may have to be stored at a suitable place away from the site of excavation and brought back when refilling.

- The excavated areas should be barricaded so as to prevent accidents.

- Any data or information received by the Contractor, from the department or otherwise, shall not relieve the Contractor from his responsibility for the design and execution.

- Suitable shoring and shuttering designs shall be used during
Construction Phase, also all safety requirements shall be taken care of for Operation and Maintenance of Plant and Machineries.

- The contractor will be responsible for procuring the Pre Engineered Building (PEB) structures, Conveyors, Sorting Machineries, and other materials as required as per specifications, to maintain their safe custody and for proper installations.

- Underground and overhead services may be met with during construction. These are to be protected against damage by the Contractor at his own cost. The contractor shall be required to carry out removal / shifting of existing utilities if any. The supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt. The Procuring Entity would provide full support to contractor in coordinating with line agencies; however, no claim on account of delay in shifting of utilities by line department will be admissible.

- All works pertaining to unforeseeable sub-surface condition shall be executed by the contractor at his own cost.

- The site should be cleaned of all the surplus material and broomed to leave a clean surface at the end of work.

- The contractor will be fully responsible for structural safety stability and functioning of machineries and associated work.

- The O&M period of all the works under this package shall be ten years. During O&M contractor is required to bear all expenditures and expenses required to be incurred on labour, repair and/or replacement of material, preventive and/or breakdown maintenance including cost of any new material, equipment or machinery, equipment, consumable items, chemicals, fuel, water, power and all other matters and things of what so ever nature essential and desirable to run the system satisfactorily.
In general, the minimum machinery, equipment and manpower given in the table in tender document shall be deployed by the contractor during the execution and entire Operation and maintenance period of 10 years so as to ensure efficient O&M and early redressal of collected waste.

Contractor shall take the necessary precautions to avoid the damage to other services such as water supply lines, telephone cables, electrical cables, storm water drains etc. In case of any damages to any of the services, Contractor shall be responsible for restoring the facilities in bare minimum time at his own cost. In case of shifting of any utilities, prior permission shall be taken from the Engineer and the same shall be carried out only after his written approval. The necessary deposit shall be paid to the concerned department or line agency in case the shifting / refixing of utility has to be carried out by the line agency. The actual expenditure incurred by the line agency shall be reimbursed to the Contractor from the provisional sum amount.

**Work program:** It is of utmost importance that the citizens of the town are inconvenienced to the minimum due to the works proposed to be carried out. The blocking of traffic and access to houses should be restricted for minimum period and the work done should be planned in a manner that it is commissioned in minimum time to provide benefits to the citizens inconvenienced. The Contractor shall submit the work plan to the Client as soon as work order issued. Any changes in work program shall be immediately notified to the client. The Contractor shall take approval of work plan before starting the work. The date of Start for Project shall be considered from date of lease agreement of land allotment to the bidder.

The contractor shall take up all necessary statutory compliances/ as
required for Installation, Commissioning, Operation and Maintenance from Central and State departments like Rajasthan State Pollution Control Board, Jaipur Development Authority, Irrigation Department etc at his own cost.

- The contractor may provide his alternative plan of work within 15 days of start for consideration of the EIC who may agree to a changed work program and the same shall be followed.

- All the testing of sorting machineries and other appurtenances, at both factory and site shall be carried out in presence of the Engineer-in-charge or his representative.

- All defective works are liable to be demolished, rebuilt and defective materials replaced by the Contractor at his own cost. In the event of such works being accepted by carrying out repairs etc. as specified by the Engineer, the cost of repairs shall be borne by the Contractor.

- Completion Drawings on two prints and one polyester film 90/100 GSM shall be supplied by the Contractor, along with a soft copy in C.D.

- The Contractor shall submit to the Engineer-in-charge within two months of actual completion of the individual works but not later than the completion date of contract, “as built Drawings” as specified below. These Drawings shall be accurate and correct in all respects and shall be shown to and approved by the Engineer-in-charge.

- All the completion drawings shall be provided with suitable scale (A1 Size), layout drawing with machineries and other infrastructure facilities shall be marked on the plan.

- The Contractor shall install Fire-Fighting System inside the premises along with sufficient sprinkles so as to extinguish the fire in minimum possible time. Also a water tank of appropriate water storage capacity shall be constructed at site.
Responsibilities of Contractor

A. Collect, Transport and Process the Dry Waste generated by Bulk Waste Generators (Hotels, Malls, Hospitals, Resorts, Airports, Railway Station, Institutes, Marriage Gardens etc.)

B. Deploy sufficient number of Manpower and system to collect waste management charges/user fee (as approved by the competent authority) from Bulk waste generators. Waste Management Charges/User Fee shall be deposited to the dedicated Escrow Account which shall have fund share ratio of 50:50 for bidder and Nagar Nigam Jaipur Heritage. Bidder shall be allowed withdraw only 50% of waste management charges/user fee and rest 50% must be deposited in account of municipality.

C. The scope of work will also include MRF Construction and Operation. The collected waste will be processed/segregate/recycle at the MRF.

D. Bidder Shall See that upon Successful Qualification Submit a plan of Construction of MRF Shade/ Floor and other facilities in accordance with Supply of Dry waste from Municipal areas.

E. Bidder shall be conducting baseline assessment of BWG and submit the same for Approval of Municipal Authority/ Officer in charge.

F. Bidder shall deploy human resource to Supervise/ Monitor collection and Processing dry waste. Bidder shall also ensure compliance of all Notification, Acts, Rules, circulars issued by any authority as required for installation, Commissioning, Operation and Maintenance of this facility in due course of project tenure.

G. In case of enhancement of the installation of value added machines which deals with any time of waste processing in such cases the bidder/ contractor shall take up the work as per prevailing Notification, Acts, Rules, circulars issued by any authority as required for installation, Commissioning, Operation and Maintenance of this facility in due course of project tenure for nature of waste for which enhancement has been carried out.
Example in case of installation of any machine dealing with plastic waste the bidder/contractor shall follow Plastic Waste Management rule and comply with all necessary statutory provisions, compliances order etc in effect.

I. Municipalities will ensure necessary assistance through circular, orders, meetings, fine and penalties which can make waste generators comply and avail service of successful bidder.

J. Municipalities the committed towards NGT guidelines and shall ensure all necessary means to its implementation in city where waste generators and successful tenders can work in effecting objectives of these guidelines to the fullest manner.

K. Municipalities will facilitate the Bidder/Service Provider in day to day collection activities.

L. Municipalities will issue the letters or Notice to all the bulk waste generators for giving their dry waste to selected bidder. Dry waste will consist but not limited to Paper, Cardboard, Plastic Bottles, Glass Bottles, Plastic, Glass, Liquor Bottles, Metal Containers etc.

M. Municipalities will make sure all the waste generators will follow the Solid Waste Management rules and Plastic waste Management Rules.

N. Municipalities will impose penalties and take legal action as described under by laws for all the non compliant waste generators.

O. Bidder shall ensure that payment for ESI and PF of the deployed employees are timely deposited.

P. There will be exclusive right of Bidder/Service Provider on the dry waste generated by all the bulk waste generators.

Q. The bidder/service provider will be the only entity that will collect the dry waste (Paper, Cardboard, Plastic Bottles, Glass Bottles, Plastic, Glass, Liquor Bottles, Metal Containers).

R. In case the dry Waste collected exceeds 330 MT over a period of time and the bidder shall enhance the existing facility for processing.
of the same.

S. Bidders will be allowed to enter in MoU with Bulk waste generators for additional services (like additional manpower deployment, cleaning and other services) at the additional cost.

All the works required for establishment of the plant is to be done by the successful bidder at his own cost. On the completion of project duration entire Fixed assets (shade/ Floor/ Rooms) shall be handed over to Municipal Corporation Jaipur Heritage including all plant and Machinery and shall be transferred on the name of Municipal Corporation Jaipur Heritage without any financial liability. The duration of the contract can be renewed for further similar duration of 10 years after completion of 1st 10 years of contract period on mutual consent of both the parties.

Support needed from Municipality

A. Municipality shall ensure Plot/ Land Allotment for this work. The bidder shall pay the cost for lease agreement at the rate of Rs 1/Sqm/ per year in advance.

B. Municipality shall pay Viability Gap Fund of Rs. 10.0 Cr during Construction of plant, Installation and Commissioning of Machinery.

C. Municipality has to Ensure that Materials collected is of Segregated nature as per SWM rules 2016 and subsequent amendments.

D. Municipality will assist the successful bidder in collecting the segregated waste and the User Fee.

E. Municipality shall ensure that the successful bidder issues Identity Cards for all its employee duly.

F. Municipality shall ensure that no renewal issued to any such Bulk Waste Generator who has not paid user fees for collection and disposal of waste.

G. Any Bulk Waste Generator who does not segregate and hand over the segregated waste to the successful bidder shall be penalized as per prevailing act/rule/ law.

H. On repeated default events by the bulk waste generators all required NOC’s from Nagar Nigam Jaipur Heritage shall not be issued.

I. In case successful bidder intends to enhance the technology in due course of time, the same shall be done at his own cost with approval of Nagar Nigam Jaipur Heritage. The bidder shall be responsible for
all statutory compliances as per law at his own cost.

J. In case the bidder intends to add value additional facility in the existing system, the bidder shall submit the plan along with the bid for the activities in phased manner. The bidder shall take all necessary approval and statutory compliances from concerned before taking up actual work at site.

The bidders are required to provide minimum following units / equipment for 300 TPD capacity Automated Material Recovery Facility for Dry waste.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Plant and Machinery</th>
<th>Minimum Machine/ Units Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trommel with screens and conveyors 300 TPD</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Ballast Separator 300 TPD</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>RDF cum Plastic Shredder (100 TPD each)</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Sorting Conveyor Belts</td>
<td>200 Feet</td>
</tr>
<tr>
<td>5</td>
<td>Feeding Conveyor Belt</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Vertical Hydraulic Bailing Machine</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Horizontal Bailing Machine</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Fork Lift</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Bucket Loader</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>Chain Mounting Loader</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>Coconut Processing Machine</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>Weighing Bridge</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Construction of PEB shed with minimum covered area of 8500 Sqm.</td>
<td>8500 Sqm</td>
</tr>
<tr>
<td>13</td>
<td>Installation and Commissioning of Fire Fighting System</td>
<td>Complete Unit</td>
</tr>
</tbody>
</table>
Section VIA
General Conditions of Contract
### Table of Clauses

**A. General** ........................................................................................................... 3

1. Definitions ........................................................................................................ 3
2. Interpretation ..................................................................................................... 6
3. Language and Law ............................................................................................ 7
4. Engineer's Decisions ......................................................................................... 7
5. Delegation .......................................................................................................... 7
6. Communications ................................................................................................ 7
7. Subcontracting .................................................................................................... 7
8. Other Contractors .............................................................................................. 7
9. Personnel and Equipment .................................................................................. 8
10. Employer's and Contractor's Risks ................................................................. 8
11. Employer's Risks .............................................................................................. 8
12. Contractor's Risks ............................................................................................ 9
13. Insurance ......................................................................................................... 9
14. Site Investigation Reports ............................................................................... 10
15. Contractor to Construct the Works ................................................................. 10
16. The Works to Be Completed by the Intended Completion Date .................. 10
17. Designs by Contractor and Approval by the Engineer ..................................... 10
18. Safety .............................................................................................................. 11

19. Discoveries ..................................................................................................... 11
20. Possession of the Site ..................................................................................... 11
21. Access to the Site ........................................................................................... 11
22. Instructions, Inspections and Audits .............................................................. 12
23. Appointment of the Adjudicator .................................................................... 12
24. Procedure for Disputes .................................................................................. 12

**B. Time Control** ................................................................................................ 13

25. Program .......................................................................................................... 13
26. Extension of the Intended Completion Date .................................................. 14
27. Acceleration ..................................................................................................... 14
28. Delays Ordered by the Engineer .................................................................... 15
29. Management Meetings .................................................................................... 15
30. Early Warning ................................................................................................. 15

**C. Quality Control** ............................................................................................ 16
31. Identifying Defects .................................................. 16
32. Tests ........................................................................... 16
33. Correction of Defects ............................................... 16
34. Uncorrected Defects .................................................

D. Cost Control ................................................................. 16

35. Contract Price .......................................................... 17
36. Changes in the Contract Price ................................. 17
37. Variations ..................................................................... 18
38. Cash Flow Forecasts ............................................... 19
39. Payment Certificates ............................................... 19
40. Payments ..................................................................... 19
41. Compensation Events .............................................. 20
42. Tax ........................................................................... 22
43. Currencies ................................................................... 22
44. Price Adjustment ........................................................ 22
45. Retention ..................................................................... 23
46. Liquidated Damages .................................................. 23
47. Bonus ........................................................................... 23

48. Advance Payment .................................................... 24
49. Securities .................................................................... 24
50. Day works .................................................................. 25
51. Cost of Repairs .......................................................... 25

E. Finishing the Contract .................................................. 25

52. Completion ................................................................. 25
53. Taking Over ................................................................ 25
54. Final Account ............................................................. 25
55. Operating and Maintenance Manuals ...................... 26
56. Termination ................................................................. 26
57. Fraud and Corruption ............................................... 27
58. Payment upon Termination ...................................... 29
59. Property ..................................................................... 29
60. Release from Performance ........................................ 29
A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 hereunder.

(d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

(e) **Compensation Events** are those defined in GCC 41.1 hereunder.

(f) The **Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with GCC 52.1.

(g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.

(h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.

(i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the
Employer.

(j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(k) **Days** are calendar days; months are calendar months.

(l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

(m) A **Defect** is any part of the Works not completed in accordance with the Contract.

(n) The **Defects Liability Certificate** is the certificate issued by Engineer upon correction of defects by the Contractor.

(o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.

(p) **Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.

(q) The **Employer or Procurement Entity** is the party who employs the Contractor to carry out the Works, as specified in the **SCC**.

(r) The **Engineer** is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

(s) **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.

(t) **Force Majeure** means an exceptional event or
circumstance: which is beyond a Party’s control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

(u) The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance.

(v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **SCC**. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time or an acceleration order.

(w) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.

(x) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(y) “Party” means the Employer or the Contractor, as the context requires.

(z) **SCC** means Special Conditions of Contract

(aa) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(bb) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 45.1.

(cc) The **Site** is the area defined as such in the **SCC**.

(dd) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the
surface and subsurface conditions at the Site.

(ee) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

(ff) The **Start Date** is given in the **SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(gg) A **Sub-contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(ii) A **Variation** is an instruction given by the Engineer which varies the Works.

(jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **SCC**.

2. **Interpretation**

2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the **SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be
interacted in the following order of priority:

(a) Agreement,
(b) Letter of Acceptance,
(c) Contractor’s Bid,
(d) Special Conditions of Contract,
(e) General Conditions of Contract,
(f) Specifications,
(g) Drawings,
(h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
(i) any other document listed in the SCC as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the SCC.

4. Engineer’s Decisions

4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Engineer, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the SCC. The
Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Engineer. The Engineer shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor’s staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor’s Risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer’s Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer’s risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) Negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a
fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
(a) a Defect which existed on the Completion Date,
(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
(c) The activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:
(a) loss of or damage to the Works, Plant, and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
(d) Personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance
shall provide for compensation to be payable in the
types and proportions of currencies required to rectify
the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies
and certificates required, the Employer may affect the
insurance which the Contractor should have provided
and recover the premiums the Employer has paid from
payments otherwise due to the Contractor or, if no
payment is due, the payment of the premiums shall be
a debt due.

13.4 Alterations to the terms of insurance shall not be made
without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the
insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any
Site Investigation Reports referred to in the SCC,
supplemented by any information available to the
Bidder.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in
accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works
on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17. Designs by Contractor and Approval by the Engineer

17.1 The Contractor shall carry out design to the extent
specified in the SCC. The Contractor shall promptly
submit to the Employer all designs prepared by him.
Within 14 days of receipt, the Employer shall notify any
comments. The Contractor shall not construct any
element of the permanent work designed by him
within 14 days after the design has been submitted to

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the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

17.4 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

20. Possession of the Site

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract
is being carried out or is intended to be carried out.

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

22.2 The Contractor shall permit the Employer to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Employer. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Employer.

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the contract; a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the
Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer’s decision.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the Contract Data, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and, in the place, specified in the SCC.

B. Time Control

25.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

Contractors will submit CPM Chart with activities schedule within 15 days of issue of NTP. The CPM chart should specify the activities critical for time control. Any concerned time or every month, the status of CPM
Chart will be update and delays to be reflected. CPM Chart duly updated to be submitted by the Contractor’s while claiming running accounts (RA) bills.

25.3 The Contractor shall submit to the Engineer for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.

25.4 The Engineer’s approval of the Program shall not alter the Contractor’s obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Engineer
shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

27.2 If the Contractor’s priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

29. Management Meetings

29.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. Early Warning

30.1 The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or
reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

31. Identifying Defects

31.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

32. Tests

32.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

33. Correction of Defects

33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

33.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

34. Uncorrected Defects

34.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control
35. Contract Price

35.1 In the case of an admeasurements contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

36. Changes in the Contract Price

36.1 In the case of an admeasurements contract:

(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change.

(b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

(c) If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the
Activity Schedule.

37. Variations

37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.

37.2 The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

37.3 If the Contractor’s quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer’s own forecast of the effects of the Variation on the Contractor’s costs.

37.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

37.6 In the case of an admeasuresments contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in GCC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in...
the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Engineer with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

39.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

39.2 The Engineer shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

39.3 The value of work executed shall be determined by the Engineer.

39.4 The value of work executed shall comprise:

(a) In the case of an admeasurements contract, the value of the quantities of work in the Bill of Quantities that have been completed; or

(b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

39.5 The value of work executed shall include the valuation of Variations and Compensation Events.

39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40. Payments

40.1 Payments shall be adjusted for deductions for advance
payments and retention. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.

40.2 Advance Payment.

40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

41.1 The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Engineer unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available.
publicly and from a visual inspection of the Site.

(g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer’s Risks.

(k) The Engineer unreasonably delays issuing a Certificate of Completion.

41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor’s forecast cost has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor’s forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on his own forecast. The Engineer shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer’s interests are adversely affected by the Contractor’s not having given early warning or not having cooperated with the
Engineer.

42. Tax

42.1 The Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer’s country specified in the SCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor’s Bid.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

\[ P_c = A_c + B_c \times \text{Imc/loc} \]

where:

- \( P_c \) is the adjustment factor for the portion of the Contract Price payable in a specific currency “c.”
- \( A_c \) and \( B_c \) are coefficients specified in the SCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and
- \( \text{Imc} \) is a consolidated index prevailing at the end of the month being invoiced and \( \text{loc} \) is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”
44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.

45.2 Upon the issue of a Certificate of Completion of the Works by the Engineer, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

46. Liquidated Damages

46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 40.1.

47. Bonus

47.1 The Contractor shall be paid a Bonus calculated at the
rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Engineer shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

48.1 The Employer shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49. Securities

49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract
Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

50. Day works
50.1 If applicable, the Day works rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Engineer has given written instructions in advance for additional work to be paid for in that way.

50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be verified and signed by the Engineer within two days of the work being done.

50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

51. Cost of Repairs
51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

E. Finishing the Contract

52. Completion
52.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer shall do so upon deciding that the work is completed.

53. Taking Over
53.1 The Employer shall take over the Site and the Works within seven days of the Engineer’s issuing a certificate of Completion.

54. Final Account
54.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the
Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

55. Operating and Maintenance Manuals

55.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

55.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC 55.1, or they do not receive the Engineer’s approval, the Engineer shall withhold the amount stated in the SCC from payments due to the Contractor.

56. Termination

56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer;

(b) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a
reconstruction or amalgamation;

(d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 84 days of the date of the Engineer's certificate;

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a Security, which is required; and

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed under GCC 56.2 above, the Engineer shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 Employer requires that Contractors, Subcontractors, manufacturers, and Consultants under Employer-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:

(a) defines, for the purposes of this provision, the
terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(b) will cancel the portion of the allocated to a contract if it determines at any time of the engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without having taken timely and appropriate action satisfactory to the Employer to remedy the situation; and

(c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Employer-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract.
58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
SECTION VI B
SPECIAL CONDITION OF CONTRACT
The following Particular Conditions of Contract shall complement, amend, supplement the GCC and the Clause Numbers provided herein refer to the same Clause Numbers provided in the Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. This Section shall therefore be read in conjunction with Section VI of the Bid Documents.

Clause 1: Definitions

Employer means Executive Engineer (Project), Nagar Nigam Jaipur, (Heritage)

Clause 2: Interpretation

2.1 Sectional Completion will be not allowed.

Clause 3: Language and Law

3.1 The law which shall govern the conduct of the Contract and according to which the Contract shall be construed is that in force in the State of Rajasthan, India. The language of the contract shall be in English.

Clause 4: Communications

Any notification under this Contract shall be served on the party concerned when received by telex, hand delivery, courier delivery, or registered letter at the addresses listed in the Contract Data. Any notification under this Contract shall be served at the addresses provided below:

Address of the Agency:
Name: ______________________
Address: ____________________

Address of the Executive Engineer (Project),
Jaipur Municipal Corporation (Heritage)
Old PHQ, Behind Hawa Mahal, Badi Chaupar, Jaipur, 302003
Clause 5: Personnel and Equipment

Add:

9.1.1 List of minimum personnel required during execution period:

<table>
<thead>
<tr>
<th>Position</th>
<th>Nos.</th>
<th>Minimum Experience required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>1</td>
<td>Any post Graduate degree with minimum experience of 10 years in the field</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>1</td>
<td>Minimum experience of 5 years in the related field for bachelor's Degree in Solid Waste Management/Environmental Engineering.</td>
</tr>
<tr>
<td>Mechanical Engineer</td>
<td>1</td>
<td>Minimum experience of 5 years in the related field for bachelor's Degree/ Diploma in Mechanical Engineering.</td>
</tr>
<tr>
<td>Electrical Engineer</td>
<td>1</td>
<td>Minimum experience of 5 years in the related field for bachelor's Degree/ Diploma in Electrical Engineering</td>
</tr>
</tbody>
</table>

In case the Agency does not engage the staff as specified in this section, the EIC shall deduct amounts as indicated below and shall engage staff on his own: Nagar Nigam Jaipur Heritage may issue notice for the same. In case of repeated non-Availability of staff NNJH shall imposed a penalty of Rs. 1000/- per event per day

Available

Clause 6: Insurance

The minimum amount of Third-Party Liability insurance cover shall be Rs 10,00,000 (Rupees ten Lakhs only) per occurrence or event. The minimum event shall be three.

The bidder shall get the entire Project insurance for the entire project duration. The minimum value of entire asset under this project shall be Rs 16.48 Cr. against damage to the plant, machinery and vehicles.

The bidder shall get the workmans compensation Insurance for Rs 10,00,000/- for 3 occurrences.
Clause 7: The Work to Be Completed by the Intended Completion:

The successful bidder will be expected to complete the work within 12 (twelve) Months from the Start Date. Thereafter the Operation and Maintenance Period of 10 years is given to the bidder.

Clause 8: The scope of detailed work entrusted to the Agency is detailed in Section V.

Clause 9: Possession of Site

The employer will give possession of the sites as elaborated in the Notice to Proceed on the Date of Start as mentioned in NTP. The Agency will not be entitled to any delay or compensation event unless his work as per the agreed “Schedule of Work” is actually held up because of delay in the Employer’s hand over of the site to the Agency. Refer Section V, Work Requirements for further details.

Clause 10: Disputes

Committee Decision: If any dispute of any kind whatsoever arises between the Employer and the Agency in connection with, or arising out of, the Contract or the execution of the Event, whether during the execution of Event or after their completion, and before or after repudiation or other termination of the Contract, including any dispute as to:

a) the meaning of the specifications, drawings and instructions herein before mentioned,
b) the quality of the workmanship or materials,
c) any opinion, instruction, determination, certificate or valuation of the Officer in charge, or
d) any other question, claim, right matter or anything whatsoever in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, conditions, orders or the failure to execute the same,

The dispute shall, in the first place, be referred in writing to the Officer in charge who has jurisdiction over the Event specified in the Contract, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than 28 (twenty-eight) day after the day on which he received such reference the Officer in charge shall give written notice of his decision to the
Employer and the Agency. Such decision shall state that it is made pursuant to this Clause.

Subject to the other forms of settlement hereinafter provided, the Officer in charge's decision in respect of every dispute or difference so referred shall be final and binding upon the Agency and the Employer. Unless the Contract has already been repudiated or terminated, the Agency shall, in every case, continue to proceed with the Event with all due diligence and the Agency and the Employer shall give effect forthwith to every such decision of the Officer in charge until or unless the same shall be revised in an amicable settlement or as hereinafter provided.

**Clause 11: Arbitration:** Any dispute in respect of which:

The decision, if any, of the Officer in charge has not become final and binding pursuant to amicable settlement has not been reached within the period stated in Sub-Clause 24.5, shall be finally resolved by arbitration. The arbitration will take place in accordance with Indian Arbitration and Conciliation Act 1996 and the arbitration will take place at Jaipur. Arbitration may be commenced prior to or after completion of the Event, provided that the obligations of the Employer, the Officer in charge and the Agency shall not be altered by reason of the arbitration being conducted during the progress of the Event.

**Clause 12: Payments**

Agency will raise bill in every month. The payment of works during the project shall be as VGF of Rs 10.0 Crores. The bidder shall submit monthly invoice in line with the milestones as under :-
<table>
<thead>
<tr>
<th>S No</th>
<th>Milestone</th>
<th>Time Period from date of NTP</th>
<th>% age of VGF to be released with Mobilization Advance</th>
<th>% age of Mobilization Advance to be recovered</th>
<th>% age of VGF to be released without Mobilization Advance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization Advance</td>
<td>15 days</td>
<td>10% of VGF (Against bank Guarantee of 100%)</td>
<td>Nil</td>
<td>Nil</td>
</tr>
<tr>
<td>2</td>
<td>Completion of Foundation Work for Columns</td>
<td>45 days</td>
<td>10%</td>
<td>Nil</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>Completion of PEB Structure</td>
<td>120 days</td>
<td>10%</td>
<td>Nil</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>Completion of Flooring and all Civil Work</td>
<td>150 days</td>
<td>10%</td>
<td>2%</td>
<td>10%</td>
</tr>
<tr>
<td>5</td>
<td>Issuance of Purchase order to vendors for all machinery as mentioned in bid document</td>
<td>165 days</td>
<td>10%</td>
<td>2%</td>
<td>15%</td>
</tr>
<tr>
<td>6</td>
<td>On arrival of all machines at site</td>
<td>210 days</td>
<td>15%</td>
<td>2%</td>
<td>15%</td>
</tr>
<tr>
<td>7</td>
<td>On installation and Commissioning of all plant and Machines</td>
<td>240 days</td>
<td>10%</td>
<td>2%</td>
<td>15%</td>
</tr>
<tr>
<td>8</td>
<td>On Final Trial Run for 1 Months Time</td>
<td>300 days</td>
<td>5%</td>
<td>2%</td>
<td>5%</td>
</tr>
<tr>
<td>9</td>
<td>On formal Commissioning of entire plant and Machinery</td>
<td>360 days</td>
<td>10%</td>
<td>Nil</td>
<td>10%</td>
</tr>
<tr>
<td>10</td>
<td>On successful</td>
<td>730 days</td>
<td>10%</td>
<td>Nil</td>
<td>10%</td>
</tr>
</tbody>
</table>
Clause 13: Advance Payment –
10% of VGF value may be released as Mobility advance which will be given to the agency against BG of same amount after executing the agreement if demand by the Agency.

Clause 14: Site Investigation: – Bidder shall take up all site visits at his own cost. No claim whatsoever shall be entertained on this basis.

Clause 15: Utility bills: - All utility connections will be taken by the agency on its own name and the cost of connection and bills will be borne by Agency such as electrical, water etc.

Clause 39 & 40:
Add the following
For Revenue

(A) The bidder will be free sell the processed material which shall include all recyclable material like plastic, papers, metals, RDF and other materials to any person for which the bidder may collect a fees as deemed appropriate by the bidder. The Nagar Nigam Jaipur Heritage shall only allow the bidder to dump inert material to the dumpsite at Mathuradaspura. The bidder shall collect the user charges for collection of dry waste from bulk waste generator as per prevailing rules applicable. The user fees collected by the bidder shall be shared in ratio of 50:50 to Nagar Nigam Jaipur Heritage and bidder.

The bidder shall quote the royalty to Nagar Nigam Heritage on per tonnes basis. The bidder who quotes the highest rates may be declared successful bidder subject to fulfilling all conditions of the bid document.

The royalty fees quoted by the vendor shall increase at rate on 2% percent per year on year basis.

Jaipur Municipal Corporation Heritage

अधिशाखी अभियंता (प्रे.)
नागर निगम जयपुर हेरिटेज
<table>
<thead>
<tr>
<th>S No</th>
<th>Description</th>
<th>Royalty fees factors to be added each year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On Formal Commissioning</td>
<td>1.00</td>
</tr>
<tr>
<td>2</td>
<td>On Start of 2&lt;sup&gt;nd&lt;/sup&gt; Year</td>
<td>1.02</td>
</tr>
<tr>
<td>3</td>
<td>On Start of 3&lt;sup&gt;rd&lt;/sup&gt; Year</td>
<td>1.04</td>
</tr>
<tr>
<td>4</td>
<td>On Start of 4&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.04</td>
</tr>
<tr>
<td>5</td>
<td>On Start of 5&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.06</td>
</tr>
<tr>
<td>6</td>
<td>On Start of 6&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.08</td>
</tr>
<tr>
<td>7</td>
<td>On Start of 7&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.10</td>
</tr>
<tr>
<td>8</td>
<td>On Start of 8&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.13</td>
</tr>
<tr>
<td>9</td>
<td>On Start of 9&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.15</td>
</tr>
<tr>
<td>10</td>
<td>On Start of 10&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>1.17</td>
</tr>
</tbody>
</table>
SECTION VIC
CONTRACT FORMS
Table of Contents

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Performance Security Declaration
1. Letter of Acceptance

Letter of Acceptance

[on letter head paper of the Procuring Entity]

No. ...........  

Dated ...........  

To: ........... [name and address of the Contractor] ...........  

Subject: ........... [Notification of Award for the Works] ...........  

This is to notify you that your Bid dated ....... [date] ....... for execution of the ........... [name of the contract and identification number, as given in the Contract Data] ........... for the Accepted Contract Amount of the equivalent of ........... [amount in numbers and words and name of currency] ........... , as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by [designation of the Procuring Entity] ........... The date of commencement and completion of the Works shall be: ........... 

You are requested to furnish the Performance Security/ Performance Security Declaration within ........... Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees ........... within ........... days of notification of the award valid up to 60 days after the date of expiry of Defects Liability Period and maintenance period, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.
Authorized Signature: .................................................................

Name and Title of Signatory: Commissioner, NNJ H, Jaipur.

Designation: ..............................................................................

[Signature]

अधिशापी अभियन्ता (प्रो.)
नगर निगम जयपुर हैरिटेज

Jaipur Smart City Limited

Section VI C: CF:3
2. Contract Agreement.

Contract Agreement Works

THIS AGREEMENT made this .... day of .......2023, between Government of Rajasthan, represented by the Commissioner , NNJ H, Jaipur JMC heritage Building jaiPUT (hereinafter “the Employer”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part

and

M/S (Contractor name)(Contractor address)
(hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the Employer desires that the Works known as ....... [name of the Contract] ....... should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ------------------------- in the form of --------------------------
(For Jaipur Smart City Limited)

The Employer and the Contractor agree as follows:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

a) the Letter of Acceptance;
b) RFP as uploaded in eproc.rajasthan.gov.in; sppp.rajasthan.gov.in
c) Any addendum, corrigendum issued.
d) the Bid of the Contractor as accepted along with the correspondence done on it, if any;

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants
with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor Rupees______/-
   Rupees (word only) + GST as consideration for execution and completion of
   the Works and the remedying of defects therein, in the manner prescribed
   by the Contract.

5. All the terms and conditions of NIT_______________, Jaipur will be
   part of this agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be
executed in accordance with the laws of India on the day, month and year
indicated above.

Signed by
Commissioner
Nagar Nigam Jaipur Heritage,
for and on behalf of the Employer

Signed by
Contractor

for and on behalf
the Contractor

Witness, Name, Signature, Address

Witness, Name, Signature,

Address

Signed by

Jaipur Smart City Limited
3. Performance Security

Performance Security

........................ [Bank's Name, and Address of Issuing Branch or Office] .......

Beneficiary: [Name and Address of Procuring Entity (Chief Executive Officer, Jaipur Smart City Limited)] ......

Date: ..........................................................................................................................

Performance Guarantee No.: ....................................................................................... 

We have been informed that . . . . [name of the Contractor] . . . . (hereinafter called "the Contractor") has entered into Contract No. . . . . [reference number of the Contract], . . . . dated . . . . . . . with you, for the execution of . . . . . [name of contract and brief description of Works] . . . . (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we . . . . [name of the Bank] . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* . . . . [amount in figures] . . . . (.Rupees . . . . . . . . [amount in words] . . . . ) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee. Bank Guarantee submitted against the performance guarantee, shall be unconditional and encashable/invokable at Jaipur.
This guarantee shall expire, no later than the .... Day of ....... **, and any demand for payment under it must be received by us at this office on or before that date.

Seal of Bank and Authorized Signature(s)

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in guarantee.

4. Performance Security Declaration (Not Applicable)

Form of Performance Security Declaration

Date: ___________ [insert date (as day, month and year)]

Contract Name and No.: ___________ [insert name and number of Contract]

To: ___________ [insert Designation and complete address of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for ___________ [insert name of subject matter of procurement].

We accept that we will automatically be suspended from being eligible for
bidding in any contract with you for the period of time of ___________
[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the ___________
[Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, etc. in accordance with the conditions of the Contract.

Signed: ________________

[insert signature of person whose name and capacity are shown]

In the capacity of: ____________________________

[insert legal capacity of person signing the Performance Security Declaration]

Name: ____________________________

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: ________________

[insert complete name and address of the Bidder]

Dated on ____________ day of ____, ______ [insert date of signing]

Corporate Seal ____________________________
Jaipur Municipal Corporation Heritage
Executive Engineer (Project)

[Image of table with columns and rows, text not legible]

Note: The agent will quote rate only for Royalty Premium to be offered in NN (H).

PARTICULARS

NAME OF WORK: RFP for Development of Dry Waste Processing (Municipal Recovery Facility) at Mahendragarh, Jaipur

AGAR NIGAM, JAIPUR HERITAGE

OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)