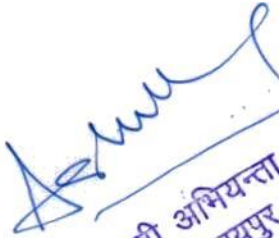


Nagar Nigam Jaipur Heritage,
Jaipur

**Request for proposals of Agencies for
Creating Awareness on Segregation
under jurisdiction of Hawa Mahal -
Amer Zone in Nagar Nigam Jaipur,
Heritage.**

August 2024


अधिकाधी अभियन्ता (प्रो.)
नगर निगम जयपुर हैरिटेज

Nagar Nigam Jaipur Heritage

No. _____

Date: _____

NOTICE INVITING TENDER 19/2024-25

Online bids for the following works are invited from registered contractor/Company/NGOs/ reputed firms fulfilling following eligibility criteria: -

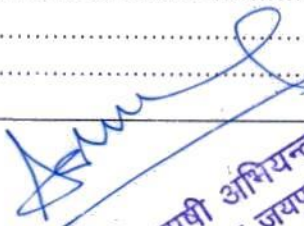
क्र. सं.	कार्य का नाम	अनुमानित लागत (राशि लाखों में)	अमानता राशि 2% एवं ¼0.5% निगम में रजिस्टर्ड फर्म हेतु)	निविदा 'शुल्क	MD-RISL Fees	निविदा प्रकाशित करने की तिथि	निविदा अपलोड करने की तिथि	निविदा डाउनलोड/ अपलोड करने की अंतिम तिथि व समय	निविदा खोलने की तिथि व समय	कार्यपूर्ण करने की अवधि
1.	Request for proposals of Agencies for Creating Awareness on Segregation under jurisdiction of Hawa Mahal - Amer Zone in Nagar Nigam Jaipur, Heritage.	973440.00	Rs. 19469/- & Rs. 4867/-	500 18% GST 590/-	500	05.08.2024 3.00 PM	05.08.2024 3.00 PM	12.08.2024 2.00 PM	12.08.2024 3.00 PM	4 माह

1. Interested bidders can view the detailed NIT in the website <http://eproc.rajasthan.gov.in>
2. Amendments/Corrigendum to NIT, if any, would be published on website only, and not in newspaper.
3. Tender Fee, Processing Fee, EMD pay online at Nagar Nigam Jaipur Heritage Portal.
4. RTPP ACTS & RULES shall be applicable.



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GENERAL INFORMATION ABOUT THE BIDDER

(to be filled by the bidder)

1.	Name of the Bidder	
A	Postal Address	
B	Telephone/Fax no	
C	E-mail address & URL	
2	Name and designation and contact no. of the representative of the bidder to whom all reference shall be made to expedite technical co-ordination.	

CHECK LIST


To ensure that your offer submitted to NNJ H is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your offer:

Sr. No.	Description	Remark
1	Earnest Money Deposit	
2	Tender document duly Digitally signed & sealed, as a confirmation of acceptance of the terms & conditions of the tender.	
3	Details of experience, workorders, and certificates in Govt./Semi Govt Sector. As per	

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	requirement of eligibility criteria	
4	List of all documents submitted with technical bid on bidder's letter head	
5	Annual accounts viz. Profit & loss account, Balance sheet of last three years, IT returns showing net worth and turnover of company	
6	Pan card of the agency	
7	Any other registration of the company	


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PART 1 - BIDDING PROCEDURES

SECTION 1- INSTRUCTIONS FOR BIDDERS

1. Instructions to Bidders for participation in e-Tendering

All bids submitted as a response to this request for proposal shall be submitted electronically through the e-procurement site eproc.rajasthan.gov.in


E-TENDER (ELECTRONIC BID SUBMISSION):

Bidders are required to register on the e-procurement site (as mentioned above) by paying the requisite fees. Registration fees (non-refundable, one-time) shall be paid online, if not already registered.

The tender document is available online to registered users. A non-refundable tender submission fee of Rs. 590/- (Rs Five Hundred Ninety only) along with processing fees of Rs 500/- (Rs Five Hundred Only) shall be payable, apart from gateway and service charges, by each bidder for their bids to be accepted. This amount shall also be paid online.

Bidders are advised to visit our e-tendering website regularly for any clarifications and/or due date extension or addendum/corrigendum.

Nagar Nigam Jaipur Heritage shall not be liable for any bidder being unable to access the e-procurement portal or any difficulty in operating/ navigating through the same. For the convenience of the bidders, the Helpdesk service of the e-procurement portal can be accessed on toll free numbers.


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BID SUBMISSION

As stated above, Online proposal should be submitted in the following two envelopes:

Envelope A: Containing the copy of EMD of INR Rs.19,469/- submitted online on the e-portal should be submitted with the technical bid.

Envelopes B - Technical proposal and QUALIFICATION DOCUMENTS.

Envelop C - Financial Bids shall be submitted online only.

2. Payments

2.1 Payments by the NNJ,H will be made on monthly basis and in accordance with the terms and conditions of the agreement between the agency and the NNJH, and will be subjected in all respects to the terms and conditions of the Agreement. No party other than the agency shall derive any rights from the Agreement.

3. Corrupt Practices

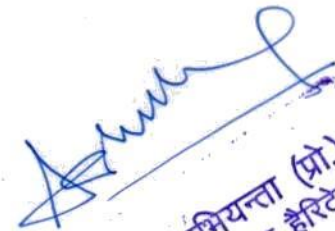
3.1 The NNJH Anticorruption Policy requires that bidders, agencies, and contractors under BMC contacts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the NNJH:

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

"Corrupt practice," means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

"Fraudulent practice' means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrowers, designed to influence the action of any party in a procurement process or the execution of a contract;


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"Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period of time to participate in NNJH tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an NNJH contract.

4. Eligible Bidders

4.1 A Bidder must be Registered contractor/Company/NGOs/ reputed firms with at least 03 years experience in fields of Solid Waste management.

4.2 The bidder must have at least 03 year experience of conducting awareness campaign in field of Solid Waste Management and Sanitation in at least one Urban Local Body of 1 Lakh and above population.

4.3 NNJH considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NNJH Anticorruption Policy. In pursuance of NNJH Anticorruption Policy's requirement that bidders, agencies, and contractors observe the highest standard of ethics. NNJH will take appropriate actions, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.' A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

Have controlling shareholders in common; or

Receive or have received any direct or indirect subsidy from any of them; or Have the same legal representative for purposes of this Bid; or

Have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of NNJH regarding this bidding process; or

A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

5. Eligible Services

5.1 For purposes of this Clause, the term "services" includes related services in field of waste management and awareness.

6. Clarification of Bidding Document

6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact NNJH in writing at NNJH address indicated in the Bid Data Sheet.

7. Amendment of Bidding Document

7.1 At any time prior to the deadline for submission of the Bids, NNJH may amend the Bidding Document by issuing addenda.

7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing online at <http://eprocrajasthan.gov.in> to all who have obtained the Bidding Document.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, NNJH may, at its discretion, extend the deadline for the submission of the Bids.

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and NNJH shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NNJH, shall be written in Hindi or English language. 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 in the language Hindi or English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the BID

10.1 The online Bid shall comprise three envelopes submitted online simultaneously, one containing the requisite EMD and second containing Technical Proposal and the third Price bid (Online), bidder have to upload scan copy of EMD and technical documents. Price Bid/ financial offer should be submitted online only, in case of manual submission of Price Bid, it will be rejected.

10.2 Initially, only the Technical Proposals will be opened online at <http://eprocrajasthan.gov.in> the specified address, date and time. The Technical Proposals will be evaluated by NNJH. No amendments or changes to the Technical Proposals will be permitted once bid get validated

online. Technical Proposals which do not conform, to the specified requirements will be rejected as deficient Bids.

10.3 Price Proposals of technically competent Bids will be opened as per key dates at the specified date and time. The Price Proposals will be evaluated and the Contract will be awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

10.4 The Technical Proposal shall contain the following:

a) Technical Proposal Submission Sheet;

Earnest Money Deposit (EMD) in required format

Written confirmation authorizing the signatory of the Bid to commit the Bidder. Documentary evidence establishing the Bidder's eligibility to bid.

Documentary evidence that the Services and Related Services conform to the Bidding Document;

Any other document required as per the Bid Data Sheet and Tender.

10.5 The Price Proposal shall contain the following:

Price Proposal Submission Sheet and the applicable Price Schedules.

11. Bid Submission Sheets and Price Schedules

11.1 The Bidder shall submit the Technical Proposal and the Price Proposal online using the appropriate Submission Sheets furnished in 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.

11.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services and Related Services, according to their origin as appropriate, using the forms furnished online

12. Alternative Bids

12.1 Alternative bids shall not be considered.

13. Bid Prices

The bidder will have to provide 30 manpower for three months to work in areas under jurisdiction of Nagar Nigam Jaipur Heritage. NNJH may increase or decrease the duration and no of man-month as per requirement of work.

The bidder shall give minimum wages as per prevailing rules and rates of Government of Rajasthan. The bidder shall also ensure to pay the Provident fund to the manpower along with ESIC to the manpower.

All statutory compliance shall be the responsibility of the bidder.

All manpower must be above age of 18 years and should have minimum education qualification of studied and pass class twelfth class under any recognized central/ state board. All manpower should have minimum 01 Year experience in the field of solid waste management.


13.1 The rates of the services quoted should be including all duties and taxes, PF, ESIC and other taxes already paid or payable on services quoted.

The price quoted should be inclusive of all. Only GST if applicable shall be paid extra as actual.

13.2 A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected.

14. Currencies of Bid

Bid prices shall be quoted in the Indian Rupees.


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15. Documents Establishing the Eligibility of the Bidder

15.1 To establish their eligibility Bidders shall:

(i) Complete the eligibility declarations in the Bid Submission Sheet Bidding Forms

16. Documents Establishing the Eligibility of Services and Related Services

16.1 To establish the eligibility of the Services and Related Services, Bidders shall complete declarations in the Price Schedule Forms, included in Bidding Forms.

17. Documents Establishing the Conformity of the Services

17.1 To establish the conformity of the Services and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidences.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Services and Related Services, demonstrating substantial responsiveness of the Services and Related Services to those requirements.

18. Documents Establishing the Qualifications of the Bidder

18.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Evaluation and Qualification Criteria.

19. Period of Validity of Bids'

Bids shall remain valid for the period of 90 days after the bid submission deadline date prescribed by NNJH. A Bid valid for a shorter period shall be rejected by NNJH as non-responsive.

20. Earnest Money Deposit (EMD)

20.1 The Bidder shall furnish as part of its Technical Proposal. Earnest Money Deposit (EMD) shall be paid online as specified in the Bid Data Sheet.

20.2 The Earnest Money Deposit (EMD) shall be paid online on the NNJH portal.

20.3 The Earnest Money Deposit (EMD) of the successful Bidder will be converted into performance security and EMD of unsuccessful Bidders shall be returned as promptly as possible.

20.4 The Earnest Money Deposit (EMD) of the successful Bidder will be converted into performance security and EMD of unsuccessful Bidders shall be returned as promptly as possible once the successful Bidder has signed the Contract.

20.5 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Bidder withdraws Bid during the period of bid validity

(b) If the successful Bidder fails to:

(i) Sign the Contract

21. Format and Signing of Bid

21.1 The Bidder shall prepare and submit one original of the Technical Proposal and clearly mark each " TECHNICAL PROPOSAL"

21.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid shall be signed or initialed by the person signing the Bid.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

22. Sealing and Marking of Bids

22.1 The Bidder shall enclose the Technical Proposal and the EMD, in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL", "EMD" as appropriate. These envelopes containing the documents shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) Bear the name and address of the

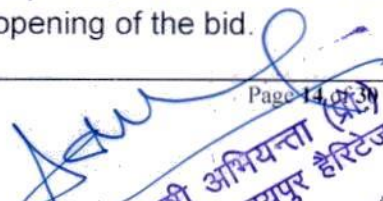
Bidder; Be addressed to

Commissioner NNJH and

Duly marking the envelopes as "TECHNICAL PROPOSAL",

22.3 The inner envelopes containing the Technical Proposals shall bear a warning not to open until advised by NNJH.

22.4 If all envelopes are not sealed and marked as required, NNJH will assume no responsibility for the misplacement or premature opening of the bid.


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23. Deadline for Submission of Bids

Bids must be received by NNJH at the address and no later than the date and time indicated in online notice

24. Late Bids

24.1 NNJH shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by NNJH after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24.2 Withdrawal, Substitution, and Modification of Bids

24.3 A Bidder will not be allowed to withdraw, substitute, or modify its Bid after it has been once submitted.

25. Bid Opening

25.1 NNJH shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in online notice.

25.2 The Price Proposals will remain unopened and will be held in online custody until the time of opening of the Price Proposals.

25.3 All envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

25.4 NNJH shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and the presence or absence of Earnest Money Deposit (EMD). The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

25.5 NNJH shall conduct the opening of Price Proposals on line only of all Bidders who submitted substantially responsive Technical Proposals.

25.6 NNJH shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price.

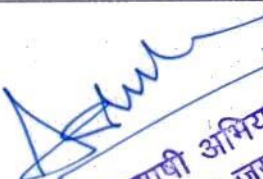
26. Confidentiality

26.1 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.

26.2 Any attempt by a Bidder to influence NNJH in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification


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of the Bids, NNJH may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by NNJH shall not be considered.

28. Responsiveness of Technical Proposal

28.1 NNJH determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

28.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Services and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Document, NNJH rights or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

28.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by NNJH and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

29.1 Provided that a Technical Proposal is substantially responsive, NNJH may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.2 Provided that the Technical Proposal is substantially responsive, NNJH will correct arithmetical errors during evaluation of Price Proposals on the following basis:

29.3 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Earnest Money Deposit (EMD) may be forfeited.

30. Preliminary Examination of Bids

NNJH

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30.1 NNJH shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.

30.2 NNJH shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

- (a) Technical Proposal Submission Sheet.
- (b) Earnest Money Deposit (EMD).

30.3 Likewise, following the opening of Price Proposals online, NNJH shall examine the Price Proposals to confirm that all documents and financial documentation have been provided, and to determine the completeness of each document submitted.

30.4 NNJH shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

- (a) Price Schedule

31 Examination of Terms and Conditions; Technical Evaluation

31.1 NNJH shall examine the Bids to confirm that all terms and conditions specified in Bid Document have been accepted by the Bidder without any material deviation or reservation.

31.2 NNJH shall evaluate the technical aspects of the Bid submitted in accordance to confirm that all requirements specified in Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

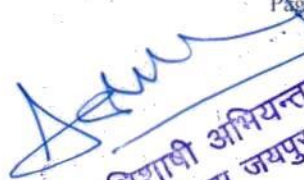
31.3 If, after the examination of the terms and conditions and the technical evaluation, NNJH determines that the Technical Proposal is not substantially responsive it shall reject the Bid.

32. Right to Accept Any Bid, and to reject any or All Bids

NNJH 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 thereby incurring any liability to the Bidders.

33. Award Criteria

33.1 The bidder (s) whose financial bid quoted per person per Month is Lowest (L1) will be the successful bidder(s). All the technically qualified Bidders who agree to work on the Rates Quoted by L1 bidder shall be empanelled by the NNJH for the said work. All Technically Qualified Bidder/s who agrees to work on L1 rates shall be asked to give presentation to Technical Committee of NNJH, Technical Committee shall submit their evaluation report and recommendations to Commissioner, Nagar Nigam Jaipur Heritage. If Commissioner NNJH wants to increase the duration of contract, then in that


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case after approval from MIC of NNJH/Competent Authority the duration of contract can be increased. Initial contract duration will be for 3 months.

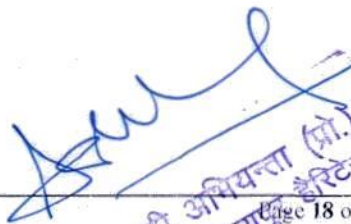
34. Right to Vary Quantities at Time of Award

34.1 At the time the Contract is awarded, NNJH reserves the right to increase or decrease the quantity of Services and Related Services originally specified in Bid document, provided this does not exceed the percentages indicated in the Bid Data Sheet, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

35. Notification of Award

35.1 Prior to the expiration of the period of bid validity, NNJH shall notify the successful Bidder, in writing, that its Bid has been accepted.

35.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.


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36. Signing of Contract

- 36.1 Promptly after notification, NNJH shall send to the successful Bidder the Agreement.
- 36.2 Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to NNJH.

37. Performance Security

Earnest Money Deposit (EMD) will be converted into performance security.

Section II – Bid Data Sheet (BDS)

1.	Name of the Client: Nagar Nigam Jaipur Heritage
2.	Method of Selection: Qualification Based Least Cost Empanelment (hereinafter called QBLCS")
3.	Financial Proposal to be submitted online only
4.	Proposals must remain valid for 90 days after the submission date indicated in this Data Sheet.
5.	Deleted.
6.	Bidders Eligibility Documents: Experience in the field of Solid Waste Management and Registration Certificate/ Proof of NGOs/ Proof of Company at least 03 year old.
7.	Currency for Proposal: (Indian Rupees)
8.	Financial Proposal: The bidder shall quote rate per person per month cost to NNJH. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, PF, ESIC and expenses including insurance shall be deemed to be included in the costs filled in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
9.	Submission of Proposals : The Applicants shall submit the technical Proposal in hard bound form as well as online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of this document. The Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document Online submission: Envelop-A : Scanned copy of EMD for the requisite value as stated in the Data Sheet

	<p>Envelop –B : Scanned copy of Qualification documents Proposal Envelop-C : Financial Proposal</p> <p>Hard copy submission: Not Allowed</p>
10.	A Bid Security must be submitted: Yes
11.	Proposals must be submitted not later than the date and time: As per key dates.
12.	<p>Address for submission of Proposals/ communication address as under:- Executive Engineer (Project) Nagar Nigam Jaipur Heritage, Behind Hawamahal, Tripoliya Bazaar, Jaipur. 302001</p>
13.	<p>Date for public opening of qualification document and Financial Proposals: As per key dates</p>
14.	<p>Bid Evaluation</p> <p>The Bid Evaluation shall be made by the Bid Evaluation Committee as follows:</p> <p>Qualification of the bidders shall be evaluated. The bidders who qualify in the qualification. Their bids shall be eligible for opening of financial proposal.</p> <p>The financial proposal of all qualified bidders shall be opened on the basis of per person per month cost to NNJH.</p> <p>Empanelment of Bidder(s)</p> <p>The bidder (s) whose financial bid quoted is Lowest (L1) will be the successful bidder(s)</p> <p>Note: All the technically qualified Bidders who agree to work on the Rates Quoted by L1 bidder shall be Empanelled by the NNJH for the said work.</p> <p>All Technically Qualified Bidder/s who agrees to work on L1 rates shall be asked to give presentation to Technical Committee of NNJH, Technical Committee shall submit their evaluation report and recommendations to Commissioner, Nagar Nigam Jaipur Heritage.</p>

Section III - Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Technical Qualification Criteria


The bidder must be a registered company / firm / NGO at least 03 year old.

The bidder must have at least 01 year experience of conducting awareness campaign in field of Solid Waste Management and Sanitation in at least one Urban Local Body of 01 Lakh and above population and work order should be given by concern ULB.

The non-compliance of the minimum acceptable criteria shall make the bid as non-substantive. Whenever possible, these criteria will be evaluated on a pass- fail basis.

Bidder should submit last Three Year Balance Sheet certificated by Chartered Accountant along with technical bid documents

Financial Qualification Criteria: Average Annual turnover of the Bidder for last 3 financial years should be minimum Rs. 5 Lakh.


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Section IV- Scope of Work

The Scope of work broadly includes the following:

- Organize the safai mitra training for providing professional services in field of Solid Waste Management.
 - Provide safai mitra training and other capacity development to guarantee efficient, quality and timely waste management services including door to door collection of waste.
 - Mobilize residents, communities, RWAs and Commercial establishments to bring awareness to segregate the waste in 4 parts i.e. wet, dry and domestic hazardous Bio medical waste and not to throw or dump waste in roads, back-lanes and open plots.
 - Conduct Awareness and information campaigns, organize SBM thematic drives, meetings etc as instructed by NNJH officials and Consultant.
 - Training of field staff of NNJH in solid waste management and door to door collection, route rationalizing of vehicles and its planning and get it approved from BMC officials and consultant.
 - Awareness and training for Segregation of waste at source to the citizens and staff of NNJH, organize meeting in consultation with ward Corporator and RWA.
 - Promote and help BMC in monitoring of Primary collection, secondary collection of waste and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and nalis and cleaning of entire ward area and back-lanes.
 - Creating awareness involving RWA, local residents, female groups, children and helping NNJH to keep the wards ODF,
 - Identification & selection of SBM Brand Ambassadors in consultation with NNJH officials.
 - Prepare and submit monthly report to NNJH officials and Consultant.
 - Commissioner NNJH may ask selected agency to carry out different works related to other departments of NNJH as and when required.
- Agency will also organize following activity during the period of contract in consultation with NNJH officials.
- Cycle Rally
 - Swachhta Choupal
 - Swachta Drive
 - Nukad Natak / Street Play/ Plog run
 - Kathputli Show
 - Slogan / jingle / Poster
 - Essay/Painting Competition
 - Training to safaimitra
 - Innovation on sustainable sanitation.
 - Events in School and Colleges.
 - 3 R Activities
 - Event for Municipal Solid waste Management
 - **Meeting with all stakeholder of Solid Waste Management activities**
 - Promotion of Decentralized waste treatment and promotion of 4 R concept in allocated wards
 - HH/Shops and Public awareness for Uses of two/three/four dustbin for

- segregation of MSW and promotion of 4 R concept
- Pamphlet distribution at HH level and performing street play. Organize Thematic Drive of SBM as per Instruction of Gol and GoR.
- Monitoring of Decentralized waste treatment facilities of bulk generators, RWA and NNJH including Gardens.
- Training Schools Swachhata Committees members for promoting 3R concepts. Organizing Essay Competition, Painting Competition and other Activities as instructed by NNJH.
- Helping NNJH in various activities of Swachh Survekshan and star rating Monitoring and reporting to NNJH about day-to-day cleaning and maintenance of all the public and community toilets, urinals in the wards.
- Any other works as directed by Commissioner Bhopal Municipal Corporation.
- Feedback From Citizens (Digitals and Manual)
- All the requirements mentioned in Swachh survey Tool Kit 2024 for citizen engagement, assessment, interaction and validation etc

Promotion, Outreach & Branding, Digital Marketing and Production Work for NNJH.

- Celebrity Endorsements for Mass Media
- Celebrity songs /Audio/video spots
- Celebrity rallies/ road show
- Celebrity video shows and events
- Bulk audio messaging
- Bulk text messaging
- On air coverage of celebrity Endorsements and messages-Audio
- On air coverage of celebrity Endorsements and messages -Visual
- Documentation and formation of success stories
- Press clipping and media coverage's of SBM and other Nigam activities
- Cinema slide show with designs
- Local TV coverage with Video and clippings
- Designing of thematic drive and media item
- Technical orientation of social media activists and social clubs
- Wall paintings and art work/ Graffiti
- Workshop & IEC for Swachh Bharat Mission like waste segregation at source/ waste segregation teaching / Anti polythene drive etc. at in various places like schools/collage/slums & SHGs/RWA/Hotels etc.
- Radio Spot/ Jingle Script and Production Work
- Animated Video with Script
- 3d animations / content creation for inaugural and technical sessions
- Professional Video Shoot with Script, Story Line, location and execution etc. (
- Professional photography assignment (one day shoot outdoor/studio)
- Professional Videography assignment (one day shoot outdoor/studio)
- Event Conceptualization, designing and execution content research and collation of same.
- Event Conceptualization, designing and execution content research and collation of same
- Event Conceptualization, designing and execution content research and collation of same
- Event Conceptualization, designing and execution content research and collation of same
- Mega Event (Gathering above 1000 People)

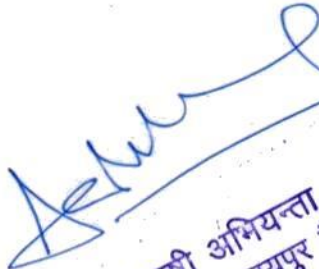
Manpower required:

The management team of the agency shall be responsible for the overall planning and organizing of the project duration of 3 months. A core team of experienced project head and zonal head will guide the project implementation. Under the guidance of NNJH. The Project Duration can be extended up to additional 50% on mutual consent of both the parties.

(The manpower may be reduced to any number as per the requirement of NNJH within one month's notice period. NNJH may take disciplinary action against any person deployed by the agency & terminate him from work for Dereliction of duties, negligence of work, non-performance.)

NNJH may provide:

- Provide support in advocating for household segregation of waste
- Provide necessary awareness material like pamphlets, Hoardings, flex etc.
- The training of all Employees deployed by the agency shall also be provided by the NNJH or through any third party assigned by NNJH.
- NNJH shall take the test of all Employees deployed by the agency on random basis or assign any third party to take the test of all Employees deployed by the agency for testing their skill & qualification criteria.


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Section V. General Conditions of Contract

1.0 Contract Documents

1.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

20 Corrupt Practices

21 The NNJH Anticorruption Policy requires that bidders, agencies, and contractors under NNJH contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the NNJH:

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

"Corrupt practice," means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;

"Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

"Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrowers, designed to influence the action of any party in a procurement process or the execution of a contract;

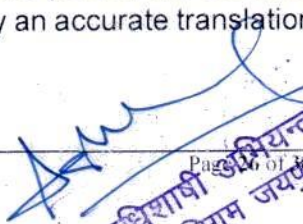
"Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) Will sanction a party or its successor, including declaring ineligible, either indefinitely or for stated period of time to participate in NNJH tender activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an NNJH contract.

3.0 Language

3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Agency and NNJH, shall be written in English or Hindi language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in


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English or Hindi language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4.0 Notices

4.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing. The term "in writing" means communicated in written form with proof of receipt.

4.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

5.0 Jurisdiction

5.1 For all legal matters Jurisdiction shall be JAIPUR only.

6.0 Contract Price

6.1 Prices charged agency for services and the Related Services performed under the Contract shall not vary from the prices quoted by the agency in its bid.

7.0 Terms of Payment

7.1 The Agency's request for payment shall be made to NNJH in writing, accompanied by invoices describing, as appropriate, the services delivered and Related Services performed, and by the documents submitted pursuant upon fulfillment of all the obligations stipulated in the Contract. Report formats shall be finalized in consultation and approval of NNJH and are to be submitted with Invoice.

7.2 Payments shall be made on monthly basis by NNJH upon satisfactory work acceptance, no later than sixty (60) days after submission of an invoice or request for payment by the agency.

8.0 Taxes and Duties

8.1 For services supplied, the Successful bidder shall be entirely responsible for all taxes, duties, license fees, etc., levied by Govt & GoR incurred until delivery of the contracted services to NNJH. Successful bidder shall follow all labour laws and shall submit PF & ESIC receipts along with invoice.

9.0 Performance Security

9.1 Earnest money deposit will be converted to Performance security. This security shall be returned on the end of the contract period after deducting penalties if any.

10.0 Confidential Information

10.1 NNJH and the Agency shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

11.0 Subcontracting

11.1 The Agency is not allowed to subcontract the work assigned to them.

12.0 Insurance

12.1 The agency shall insure all his employees. NNJH shall not bear the cost of insurance of the agency manpower nor be the party of any claims.

13.0 Limitation of Liability

13.1 Except in cases of gross negligence or wilful misconduct:

(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Agency to pay liquidated damages to NNJH.

14.0 Force Majeure

14.1 The Agency shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

15.0 Termination

15.1 Termination for Default

- (a) NNJH, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Agency, may terminate the Contract in whole or in part:
- (i) If the Agency fails to deliver any or all of the Services within the period specified in the Contract, or within any extension thereof granted by NNJH.
- (ii) If the Agency fails to perform any other obligation under the Contract.
- (b) In the event NNJH terminates the Contract in whole or in part, NNJH may procure, upon such terms and in such manner as it deems appropriate, Services or Related Services similar to those undelivered or not performed, and the Agency shall be liable to NNJH for any additional costs for such similar Services or Related Services.
- (c) If the Agency, in the judgment of NNJH has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.
- (d) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (e) the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- (f) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

15.2 Suspension of Agreement

The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 15 (Fifteen) days after receipt by the Agency of such notice of suspension.

15.3 Termination for Convenience

NNJH may terminate the Contract, in whole or in part, at any time for its convenience. The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 15.1 & 15.2, terminate this Agreement. NNJH may take disciplinary action against any person deployed by the agency & terminate him from work for Dereliction of duties, negligence of work, non-performance. NNJH may ask the agencies to depute the number of manpower below Eight no. in each Zone as per the requirement as per this tender document. The manpower in each Zone may be reduced to any number as per the requirement of BMC within one month's notice period.

15.4 Dispute Resolution system

No dispute can be raised except before the commissioner NNJH in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and /or payment shall not be taken as a raising a dispute.

Appeal against the order of the competent authority can be preferred within 30 days to the appellate authority i.e. the Commissioner NNJH in the contract data. The appellate authority shall decide the dispute within 45 days.

The contractor shall have to continue execution of the works with due diligence not withstanding pendency of a dispute before any authority or forum.


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**(THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY
ALL TENDERERS)**

Date.....

To
: Commissioner,
Nagar Nigam Jaipur Heritage

Dear Sir,

We, the undersigned, offer for Empanelment of Agency for Creating Awareness in all wards of NNJH.

In accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this qualification documents Proposal and a Financial Proposal submitted online.

We hereby declare that we have examined the RfP documentation and offer to provide the supplies in accordance with the RfP.

We undertake to deliver the services in accordance with the terms & conditions of and specifications of the RfP.

We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.

We undertake to treat the details of this offer as private and confidential. We acknowledge that no part of these documents may be transmitted by us to a third party

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We acknowledge that you are not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.

Yours faithfully,
Authorised Signature [In full and
initials]: Name and Title of Signatory:

Name of firm

Address:


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OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)

NAGAR NIGAM JAIPUR HERITAGE

NAME OF WORK:- Request for proposals of Agencies for Creating Awareness on Segregation under jurisdiction of Hawa Mahal -Amer Zone in Nagar Nigam Jaipur, Heritage.

H-SCHEDULE

S. No.	Item Description	NON SOR ITEM			
		Quantity	UNIT	Rate to be Quoted	Amount
1	Supply of suitable manpower for carrying out awareness campaigns on Segregation in areas under Jurisdiction of Hawa Mahal -Amer Zone in Nagar Nigam Jaipur, Heritage. (Bidder shall quote consolidated price for each Manpower per month including the payments for ESI and PF).	90.00	Person Per Month		
TOTAL					

I/ We hereby accepted rates

Part _____ Rate to be Quoted

Signature of the contractor With full postal address

Executive Engineer (Project)
Nagar Nigam Jaipur Heritage

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in 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 decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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:

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 it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) 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 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 order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal Noof

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

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(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.

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.

Annexure E

Clause 1: Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to labours 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 unauthorised 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 a like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons 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 Municipal Corporation 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 Relatives 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 enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates 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 Officers barred for 2 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 2 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 Municipal Corporation Jaipur 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,

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 of God such as-unprecedented floods, volcanic eruptions, earthquake of 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 else-where 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 15: Recovery from Contractors:

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 Governor 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 dues.

The department shall, further, have the right to affect such recoveries under Public Demands Recovery Act.

Clause 16: 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.