

# OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)

## NAGAR NIGAM JAIPUR HERITAGE NOTICE INVITING E – BID FOR WORKS

### अल्पकालीन ई-निविदा सूचना संख्या 36/2023-24

- 1 E-Bid are hereby invited for the works as per enclosed list from enlisted contractors of the appropriate class with the CPWD, Postal, Telecom, Railway, MES, Other State Governments/Central Government Undertakings/Organization equivalent to AA and A Class only eligible after giving prescribed Bid security.

निविदा हेतु पात्रता की श्रेणी:-

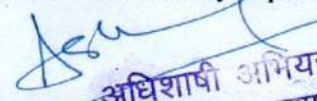
क्र. सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी	पंजीकरण करने वाले विभाग
1	किसी भी सीमा तक	"एए" श्रेणी, संवेदक	स्वायत्त शासन विभाग, राजस्थान जयपुर व राजस्थान प्रदेश में अन्य नगरनिकायों में पंजीकृत सभी संवेदक अपनी श्रेणी अनुसार तथा अन्य विभागों में पंजीकृत ठेकेदार जो "ए" अथवा "एए" श्रेणी में पंजीकृत है (पंजीकरण नियम Appendix XVI (Rule 334) Sec. II.2 के अनुसार)
2	रुपयें 3.00 करोड़ तक	"ए" श्रेणी, संवेदक	
3	रुपयें 1.5 करोड़ तक	"बी" श्रेणी, संवेदक	
4	रुपयें 50.00 लाख तक	"सी" श्रेणी, संवेदक	
5	रुपयें 15.00 लाख तक	"डी" श्रेणी, संवेदक	

- 2 Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office of the Executive engineer (Project) every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site <http://sppp.rajasthan.gov.in> & [www.jaipurmheritage.org](http://www.jaipurmheritage.org)
- 3 If the Bids related to rate contracted only rates will be approved & work order shall be given to the successful bidder according to demand time to time during the year. Bidder has complete the work according to time schedule mentioned in work order.
- 4 Bids which should receive on line by the Executive engineer (Project) on the date & time as mentioned in and will be opened in his office scheduled in NIT.
- 5 Bids are to be submitted only in electronic format which can be seen & obtained from the web site <http://sppp.rajasthan.gov.in>, [www.jaipurmheritage.org](http://www.jaipurmheritage.org) & <http://eproc.rajasthan.gov.in> and also can be seen in the office of the Executive engineer (Project). The sale of Bid forms will start from as per scheduled program prescribed in NIT. The sale of Bids will be closed on dates as mentioned in NIT. It should be ensured that all the payments regarding the bid, like Tender fee, Earnest Money Deposit, RISL fee etc. are to be paid only on online to the website [www.jaipurmheritage.org](http://www.jaipurmheritage.org) before submission Date and time and tender will be accept valid after above receipt scanned copy will be uploaded to the [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). GST registration certificate is also to be scanned. Payments will not be accepted in the forms of DD/Cheque or any other format. Bid papers including conditions of contract are to be signed by the Bidder Eligibility to get Bid forms shall be with reference to the amount mentioned in the NIT.
- 6 Earnest Money deposit as per NIB is to be Paid only on online at NNJ website [www.jaipurmheritage.org](http://www.jaipurmheritage.org) for:-

क्र. सं.	कार्य का नाम	अनुमानित लागत (राशि लाखों में)	अमानता राशि 2% एवं (0.5% 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.	Selection of agency to Operate and Monitoring GPS Control Room at Nagar Nigam Jaipur Heritage under Swach Bharat Mission.	90.78	Rs. 181560/- & Rs. 45390/-	1000	1500	23.02.2024 5.00 PM	23.02.2024 5.00 PM	29.02.2024 11.00 AM	29.02.2024 11.30 AM	8 माह

and addressed to the commissioner nagar nigam Jaipur heritage Enlisted contractors shall be required to deposit ½% of estimated cost of work as Bid security while Biding within their enlistment zone. For out side their zone, 2% Bid security shall be required to be deposited.

- 7 The Performance security @ 10% of the gross amount shall be deposited by successful bidder with in fifteen days after issuing of Letter of Acceptance in the form of BC/ BG/ Cash/ FDR etc. The security deposited shall

  
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- however be adjusted while depositing the Performance Security. However in case of during execution cost of the work exceeds balance performance security shall be deposited by the bidder in form of BC/ BG/ Cash/ FDR etc
- 8 The acceptance of a Bid will rest with the competent authority who does not bind itself to accept the lowest Bid and reserves to itself the Authority to reject any or all of the Bids received without assigning any reasons.
  - 9 No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.
  - 10 If any Bidder withdraws his Bid prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Bid within the said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of Bid security given in any form absolutely. If any contractor, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred from participating in such rebidding in addition to forfeiture of Bid security/security deposit and other action under agreement.
  - 11 All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.
  - 12 Enlisted Contractors, will be required to pay Bid security @  $\frac{1}{2}\%$  of estimated cost of work put to Bid, in case of work for which they are authorized to Bid under Rules for enlistment of contractors, but the amount to the extent of full Bid security shall be liable to be forfeited in the event of circumstance explained in Clause 11 above. Degree/Diploma holder Engineers may pay Bid security equal to one half of the normal rates, subject to the provisions of rules for enlistment of Contractors.
  - 13 The Bid should be accompanied with Registration, ID, Pan card and GST No. from the concerned Departmental Authorities, without which the Bids may not be entertained.
  - 14 The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.
  - 15 If the contractor does not submit performance guarantee within 15 days from the date of communication of acceptance of his Bid, his Bid security shall be liable to be forfeited.
  - 16 Each and every paper enclosed with bid shall be duly signed by the – bidder.
  - 17 Annexure A, B,C, & D, E are also attached with the bid Firms are suppose to read thoroughly and fill as and where required & Additional quantity may be procured by placing a repeat order on the rates & conditions of the original order. However, the additional quantity shall not be more than 50% of the value of work of the original contract.
  - 18 Rajasthan transparency in Public procurement act 2012 and Rajasthan transparency in procurement rules 2013 will be applicable as and where is clearly mentioned otherwise public works financial and account rules of appendix- xi will be applicable.
  - 19 For further information of Bidder can see the web site [www. Sppp.rajasthan.gov.in](http://www.Sppp.rajasthan.gov.in) or otherwise bidder can see at Div office during office hours.
  - 20 Bid validity 90 Days
  - 21 Firm Should be Registered in GST Certificates of Registration should be attached along with Tender & ESI, PF Certificate should be submitted before work order.

  
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22 **Additional Performance Security.-**

(5) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**Explanation:** For the purpose of this rule,-

- (x) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.  
(xi) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.  
(xii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- (2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

  
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**SIGNATURE OF CONTRACTOR**

**ADDRESS :**

**Mobile No. :**

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## Nagar Nigam Jaipur, Heritage

**Selection of agency to Operate and Monitoring GPS  
Control Room at Nagar Nigam Jaipur Heritage under  
Swachh Bharat Mission**

Tender No.

**Nagar Nigam Jaipur Heritage,  
Jaipur**

## Disclaimer

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

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

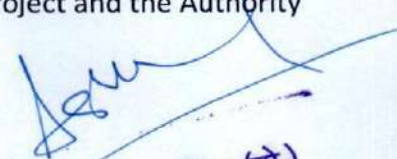
Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Service Provider, as the case may be, for the Project and the Authority


  
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reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

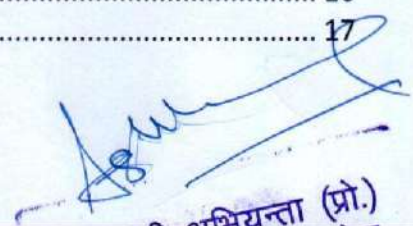
The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Any liquidated damages or other compensation stated or required to be payable by the Bidder to the Authority under or pursuant to the Bidding Documents, whether on per diem basis or otherwise, shall be deemed to be a mutually agreed genuine pre-estimate of loss and damage likely to be suffered and incurred by the Authority who shall be entitled to receive the same as a result of a breach or failure of the Bidder and shall not be by way of penalty

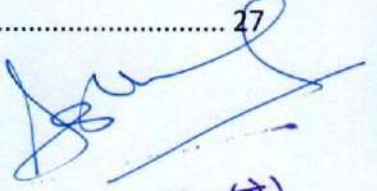
  
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## **GENERAL INFORMATION ABOUT THE BIDDER**

(To be filled by the bidder)

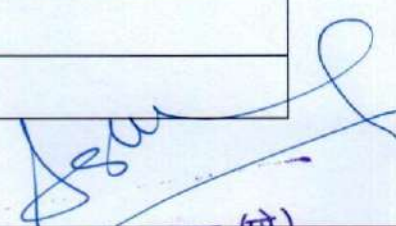
Bids to be submitted by bidder only:

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 Nagar Nigam Jaipur Heritage 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 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 <https://eproc.rajasthan.gov.in/nicgep/app> only.

#### **E-TENDER (ELECTRONIC BID SUBMISSION):**

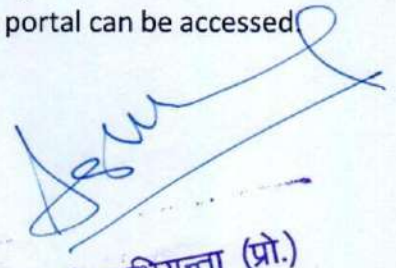
Bidders are required to register on the e-procurement site (as mentioned above) by paying the requisite fees. Registration fees (non-refundable, one-time) shall be paid online, if not already registered.

The tender document is available online to registered users. A non-refundable tender submission fee of Rs. 5000 /- (Rs) shall be payable plus processing fees of Rs 2000/- by each bidder for their bids to be accepted. This amount shall also be paid online.

As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a class III digital certificate shall be required to bid for all tenders solicited electronically. Kindly note that it may take at least ten business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly NAGAR NIGAM JAIPUR,HERITAGE shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.

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

  
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## 2. Payments

Payments by the NAGAR NIGAM JAIPUR,HERITAGE will be made on monthly basis and in accordance with the terms and conditions of the agreement between the agency and the MUNICIPAL CORPORATION JAIPUR HERITAGE, 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

The MUNICIPAL CORPORATION JAIPUR HERITAGE's Anticorruption Policy requires that bidders, agencies, and contractors under NAGAR NIGAM JAIPUR,HERITAGE contacts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the MUNICIPAL CORPORATION JAIPUR HERITAGE:

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

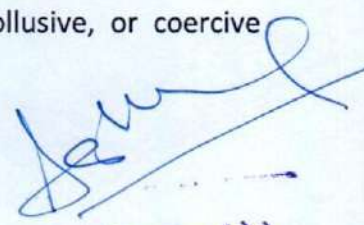
"Corrupt practice," means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

"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;

"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.

  
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## **Section II - 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.*

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.

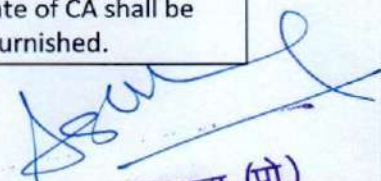
### **Pre-qualification criteria of Bidders-**

Bidders must read carefully the minimum Pre-qualification criteria as provided herein. Proposals of only those Bidders who satisfy the pre-qualification criteria will be considered for technical evaluation.

Consortium/ JV (Joint Venture) is not allowed for this work.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Pre- qualification criteria: -

Sr. No	Particulars	Supporting Documents to be submitted
1.	An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or partnership firm or equivalent law abroad / Proprietorship/Institutions registered under Societies Act/ individual with minimum 5 Years old.	Copy of Certificate of Incorporation / registration.
2.	The bidder must have Experience of SBM related work for any ULB.	Work Order and Experience Certificate from Client
3.	The Bidder Must have Minimum 2 Years Experience in supplying Manpower for "Operation and Maintenance of Integrated Control Command Center of Solid Waste Management" in city with minimum 10 lacs population.	Work Order and Experience Certificate from Client
4.	The Bidder must have a valid GST certificate, valid PAN card and valid EPF	Copy of GST Certificate, PAN card and EPF certificate
5.	As on date of submission of the proposal, Bidder/Firm should not have been blacklisted and debarred by any State Government Department / Central Government Department / PSUs.	Notarized affidavit to be submitted by bidder.
6.	The Bidder should have an average annual turnover of Rs. 5 Crores during the last three (3) financial years, i.e., 2020-21, 2021-22 & 2022-23	Copy of the audited profit & loss, balance sheet of the bidder, showing turnover of the bidder for the last three financial years. Certificate of CA shall be furnished.

  
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NAGAR NIGAM JAIPUR, HERITAGE 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 MUNICIPAL CORPORATION JAIPUR HERITAGE's Anticorruption Policy. In pursuance of MUNICIPAL CORPORATION JAIPUR HERITAGE's Anticorruption Policy's requirement that bidders, agencies, and contractors observe the highest standard of ethics. NAGAR NIGAM JAIPUR,HERITAGE 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 NAGAR NIGAM JAIPUR,HERITAGE 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

#### **4. Eligible Services**

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


#### **5. Clarification of Bidding Document**

A prospective Bidder requiring any clarification of the Bidding Document shall contact NAGAR NIGAM JAIPUR, HERITAGE in writing at MUNICIPAL CORPORATION JAIPUR HERITAGE's address indicated in the Bid Data Sheet. NAGAR NIGAM JAIPUR,HERITAGE will respond in writing to any request for clarification prior to the deadline for submission of Bids.

#### **6. Amendment of Bidding Document**

At any time prior to the deadline for submission of the Bids, NAGAR NIGAM JAIPUR,HERITAGE may amend the Bidding Document by issuing addenda.

Any addendum issued shall be part of the Bidding Document and shall be communicated in writing online at <https://eproc.rajasthan.gov.in/nicgep/app> to all who have obtained the Bidding Document.

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

#### **7. Cost of Bidding**

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

#### **8. Language of Bid**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NAGAR NIGAM JAIPUR,HERITAGE 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.

#### **9. Documents Comprising the BID**

Both the technical and financial bids shall be submitted online only.

Initially, only the Technical Proposals will be opened online at <https://eproc.rajasthan.gov.in/nicgep/app> the specified date and time. The Technical Proposals will be evaluated by NAGAR NIGAM JAIPUR, HERITAGE No amendments or changes to the Technical Proposals will be permitted once bid get validated Online. Technical Proposals which do not confirm, to the specified requirements will be rejected as deficient Bids.

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.

The Technical Proposal shall contain the following:

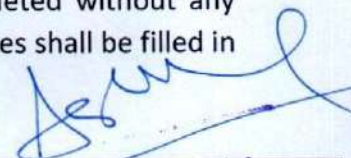
- a) Technical Proposal Submission Sheet;
- Earnest Money Deposit (EMD) in required format
- Written confirmation authorizing the signatory of the Bid to commit the Bidder.
- Documentary evidence establishing the Bidder's eligibility to bid.
- Documentary evidence that the Services and Related Services conform to the Bidding Document;
- Any other document required as per the Bid Data Sheet and Tender.

The Price Proposal shall contain the following:

Price Proposal Submission Sheet and the applicable Price Schedules.

#### **10. Bid Submission Sheets and Price Schedules**

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

  
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with the information requested.

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

**11. Alternative Bids**

Alternative bids shall not be considered.

**12. Financial Proposal:**

The bidder shall quote Management Fee as per the format given in Financial Proposal. 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, local travel, food expenses, lodging, administrative expenses, overheads and expenses including insurance shall be deemed to be included in the costs already filled in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

Only GST shall be paid extra as applicable.

**13. Currencies of Bid**

Bid prices shall be quoted in the Indian Rupees.

**14. Documents Establishing the Eligibility of the Bidder**

To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet Bidding Forms

**15. 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.

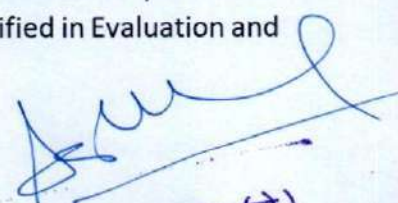
**16. Documents Establishing the Conformity of the Services**

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.

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.

**17. Documents Establishing the Qualifications of the Bidder**

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.

  
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## **18. Period of Validity of Bids'**

Bids shall remain valid for the period of 90 days after the bid submission deadline date prescribed by MUNICIPAL CORPORATION JAIPUR HERITAGE. A Bid valid for a shorter period shall be rejected by NAGAR NIGAM JAIPUR, HERITAGE as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, NAGAR NIGAM JAIPUR, HERITAGE may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If validity of their Bids is extended the Earnest Money Deposit (EMD) shall also be extended for a corresponding-period. A-Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder granting the request shall not be required or permitted to modify its Bid.

## **19. Earnest Money Deposit (EMD)**

The Bidder shall furnish EMD as part of its Technical Proposal. EMD can be submitted online on the e-portal.

The Earnest Money Deposit (EMD) of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security.

The Earnest Money Deposit (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

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
  - (ii) Furnish a Performance Security

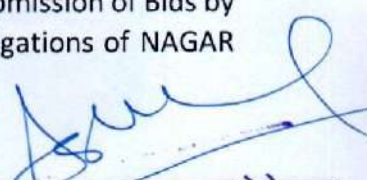
## **20. Format and Signing of Bid**

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.

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

## **21. Deadline for Submission of Bids**

Bids must be submitted online no later than the date and time indicated in online notice NAGAR NIGAM JAIPUR, HERITAGE may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document as addenda, in which case all rights and obligations of NAGAR

  
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NIGAM JAIPUR, HERITAGE and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **22. Bid Opening**

NAGAR NIGAM JAIPUR, HERITAGE 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.

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

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

The name of the Bidder;

The presence of Earnest Money Deposit (EMD), and

Any other details as NAGAR NIGAM JAIPUR, HERITAGE may consider appropriate. Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids.

NAGAR NIGAM JAIPUR,HERITAGE 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.

NAGAR NIGAM JAIPUR,HERITAGE shall conduct the opening of Price Proposals online only of all Bidders who submitted substantially responsive Technical Proposals.

NAGAR NIGAM JAIPUR,HERITAGE shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price.

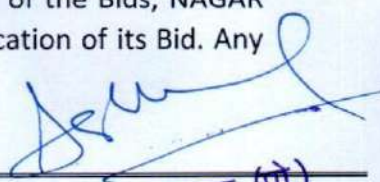
## **23. Confidentiality**

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.

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

## **24. Clarification of Bids**

To assist in the examination, evaluation, comparison and post-qualification of the Bids, NAGAR NIGAM JAIPUR, HERITAGE may, at its discretion, ask any Bidder for a clarification of its Bid. Any

  
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clarification submitted by a Bidder that is not in response to a request by NAGAR NIGAM JAIPUR,HERITAGE shall not be considered. MUNICIPAL CORPORATION JAIPUR HERITAGE's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

## **25. Responsiveness of Technical Proposal**

MUNICIPAL CORPORATION JAIPUR HERITAGE's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

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, NAGAR NIGAM JAIPUR,HERITAGE 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.

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

## **26. Nonconformities, Errors, and Omissions**

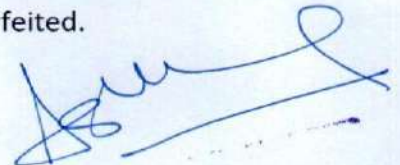
Provided that a Technical Proposal is substantially responsive, NAGAR NIGAM JAIPUR, HERITAGE may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation 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.

Provided that the Technical Proposal is substantially responsive, NAGAR NIGAM JAIPUR,HERITAGE will correct arithmetical errors during evaluation of Price Proposals on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If there is an error in a total corresponding to the addition or subtraction of subtotals, the individual item rate shall prevail and the total shall be corrected.

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.



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## **27. Preliminary Examination of Bids**

NAGAR NIGAM JAIPUR,HERITAGE 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.

NAGAR NIGAM JAIPUR,HERITAGE 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).

Likewise, following the opening of Price Proposals online, NAGAR NIGAM JAIPUR,HERITAGE 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.

NAGAR NIGAM JAIPUR,HERITAGE 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**

NAGAR NIGAM JAIPUR,HERITAGE 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.

NAGAR NIGAM JAIPUR,HERITAGE 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.

If, after the examination of the terms and conditions and the technical evaluation, NAGAR NIGAM JAIPUR,HERITAGE 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**


NAGAR NIGAM JAIPUR,HERITAGE 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**

The bidder which gets highest combined marks from both technical and financial evaluation will be declared as H1 bidder on the basis of QCBS.

## **34. Notification of Award**

Prior to the expiration of the period of bid validity, NAGAR NIGAM JAIPUR, HERITAGE

  
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shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

36. **Signing of Contract**

Promptly after notification, NAGAR NIGAM JAIPUR, HERITAGE shall send to the successful Bidder the Agreement.


Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign and return it to NAGAR NIGAM JAIPUR,HERITAGE.

37. **Contract Period:** The contract period shall of 09 Months (Extendable for another 09 months based on mutual agreement between agency and authority if performance is found to be satisfactory.

38. **Performance Security**

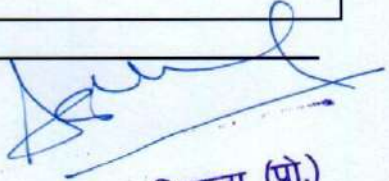
From every month billing Performance Security equal to 5 % of the contract price / work order value shall be deducted.

Failure of the successful Bidder to submit the sign the Contract within 15 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD). In that event NAGAR NIGAM JAIPUR,HERITAGE may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by NAGAR NIGAM JAIPUR,HERITAGE to be qualified to perform the Contract satisfactorily. An amount of Rs. 10,00,000/- is kept under Provisional Sum which shall be utilized for capacity building, field visits, training programs/ workshops, purchase of hardware etc. The approval of Commissioner, NAGAR NIGAM JAIPUR, HERITAGE shall be taken prior to take up any work under this head. The bidder shall submit minimum two quotations for the approval which is sought.


  
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**Section III – Bid Data Sheet (BDS)**

1.	Name of the Client: NAGAR NIGAM JAIPUR,HERITAGE
2.	Method of Selection: Qualification Based Least Cost Service (hereinafter called QBLCS")
3.	Financial Proposal to be submitted online only
4.	Proposals must remain valid for 90 (Ninety Days) days after the submission date indicated in this Data Sheet.
5.	Currency for Proposal: (Indian Rupees)
6.	Financial Proposal: The bidder shall quote Management Fee as per the format given in Financial Proposal Format. 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, local travel, food expenses, lodging, administrative expenses, overheads and expenses including insurance shall be deemed to be included in the costs already filled in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Only GST shall be paid extra as applicable.
7.	<b>Submission of Proposals:</b>  The Applicants shall submit the technical Proposal online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed 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  <b>Online submission:</b>  Envelop-A :  Scanned copy of EMD submitted online for the requisite value as stated in the Data Sheet.

  
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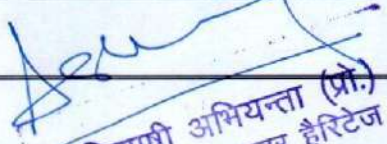
	Envelop –B : Scanned copy of Qualification documents Proposal Envelop-C : Financial Proposal
8.	A Bid Security must be submitted: Yes
9.	Proposals must be submitted not later than the date and time: As per key dates.
10.	Date for public opening of qualification document and Financial Proposals: <b>As per key dates</b>
11.	<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 lump sum per month cost to MUNICIPAL CORPORATION JAIPUR HERITAGE.</p> <p>Selection of Bidder:</p> <p><b>The bidder which gets highest combined marks from both technical and financial evaluation will be declared as H1 bidder on the basis of QCBS</b></p>

  
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## Section – IV

Evaluation Process Award Criteria

Sr. no.	Particulars	Criteria	Maximum Marks
1	The Bidder should have continuous 3 years of Experience with single client for "Operation & Maintenance of Control Command Center of Solid Waste Management" for any Top 3 ranking city in India with minimum 10 lacs population	Work Order and Experience Certificate from single Client  Experience of 3 Years – 10 Marks Experience of more than 3 Years – 20 Marks	20
2	The Bidder should have Experience of Door-to-Door collection, segregation & transportation under single work order for any single ULB	Work order & Tender document stating the said work to be submitted	20
3	Bidder Should have Experience of providing ICT Expert to ULBs	Work order & Tender document stating the experience of providing the said expert post to be submitted – 5 marks for each ULB A. Work orders from 2 ULBs with More than 10 Lacs population – 20 Marks B. Work orders from 2 ULBs with population between 1 lac to 10 lacs – 10 Marks	20
4	Valid ISO Certificates	2 Marks each for below: ISO 14001:2015 ISO 45001:2018 ISO 9001:2015 SA8000: 2014 ISO 30409:2016	10
5	The bidder must have at least 100 Nos. of permanent staffs with them in last 3 years	CA certificate and self-attested affidavit to be submitted in support.	10
6	Methodology and Work Plan	Methodology and Work Plan shall be given by bidder	20 marks
	Total		100 marks

  
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\*\*\*\* Financial proposal:

The price bids of only technically qualified bidders who have achieved minimum 70 Marks in technical evaluation would be opened for further consideration.

The bidder (L1), who has quoted the lowest price, will be given score of 100. The other Bidders will be allotted score relative to the score of L1, which will be;

$$\text{Financial Score} = 100 \times \text{PL}/\text{P}$$

Where PL = Lowest Price; offered by L1:

P = Price of the proposal being considered.

Successful bidder is who given highest score according the formula given below

$$\text{Final Score} = \text{T} + (\text{PL} / \text{P}) * 100$$

Where

PL- Lowest Offer Price, offered by L1

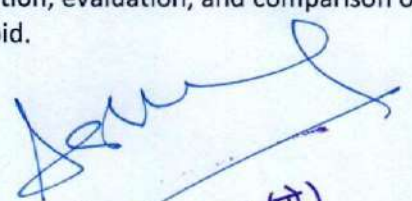
P- Price of the proposal being considered. T- Technical Score

Weight age of Technical and Price Factor

The total score of each bidder will be calculated by weighting the score of Technical proposal and financial proposal as calculated above. The weightage for Technical proposal will be 70% and the weightage for financial proposal will be 30% Based on the weighted scores, the bidder will be ranked from highest combined score to lowest combined score.

The successful bidder shall be selected on the basis of the combined highest score of the bidder in technical and financial terms.

Any effort from any bidder to influence the process of examination, Clarification, evaluation, and comparison of bids and in decision concerning the award of contract may result in rejection of bid.

  
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## Section V- Scope of Work

The Scope of work broadly includes the following:

### Objective/ Scope of Work –

#### 1. The Integrated Command and Control Centre (ICCC)

Successful bidder has to work on below mentioned core functions:

1. **Monitoring Door-to-Door Waste Collection Vehicles:** ICCC team has to use advanced tracking and management systems already placed to monitor the progress and efficiency of waste collection vehicles. These vehicles are equipped with GPS and route optimization software, allowing the ICCC to ensure adherence to predefined collection routes, thereby maximizing coverage and efficiency.
2. **Supervising Information, Education, and Communication (IEC) Team Members:** The ICCC coordinates the efforts of IEC teams who play a critical role in raising public awareness about waste segregation, recycling, and proper disposal methods. ICCC shall help to evaluate the impact of these educational campaigns on community practices and adjusts strategies accordingly.
3. **Monitoring BWG Vehicles:** Shall require to oversees the operation of Bulk Waste (BWG) vehicles. This involves tracking their routes, ensuring timely collection of biodegradable and other waste, and facilitating its transport to processing facilities, thereby promoting sustainable waste management.
4. **Overseeing the Cleaning of CT/PT (Community Toilets/Public Toilets):** Shall be responsible to monitor regular cleaning and maintenance of public sanitation facilities. It monitors the frequency and quality of cleaning services to ensure hygiene and prevent public health issues.
5. **Monitoring Twin Bins Emptying Vehicles:** As these vehicles are crucial for the segregation of waste at the source, ICCC shall track the collection efficiency of twin bins (one for biodegradable and one for non-biodegradable waste) to ensure proper waste separation, which is vital for effective recycling and reduction of landfill burden.
6. **Supervising Mechanized Sweeping Vehicles:** To control the deployment of mechanized sweeping vehicles for maintaining public spaces' cleanliness. To find out the patterns of littering to optimize the routes of these vehicles and employs real-time monitoring to respond swiftly to areas needing urgent attention.

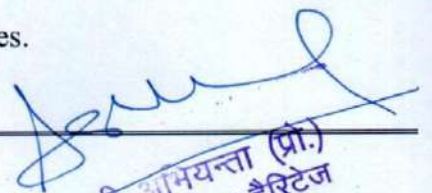
Overall, Bidder shall ensure that ICCC integrates technology, data analysis, and strategic planning to enhance the effectiveness of waste management operations. This not only ensures environmental sustainability but also fosters a culture of responsibility and awareness regarding waste handling among the public.

## Role and Responsibilities of Key Personnel

### Specific Responsibilities of the ICCC operators

#### 1. Real-time monitoring:

- A. Monitor real-time location and activities of garbage collection vehicles using GPS and tracking systems.
- B. Monitor adherence to predefined waste collection routes and schedules.

  
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## **2. Route Optimization:**

- A. Analyze live data to optimize waste collection routes for efficiency, reduce fuel consumption and reduce collection times.
- B. Dynamically adjust routes based on changes in traffic conditions, emergency situations or waste generation patterns.

## **3. Vehicle Fleet Management:**

- A. Oversee the maintenance and deployment of the waste collection vehicle fleet.
- B. Schedule regular maintenance checks and coordinate with the maintenance team to promptly resolve vehicle issues.

## **4. Twin/Litter Bin Status Monitoring:**

- A. Supervise monitoring of vehicle involved in waste collection from litter bins to determine optimal emptying time.
- B. Be sure to use data and historical information to optimize collection schedules and routes.

## **5. Data Analysis and Reporting:**

- A. Analyze data collected from waste collection vehicles to prepare reports on key performance indicators.
- B. Provide insight into waste generation patterns, collection efficiency and system performance for informed decision making.

## **6. Communication and Coordination:**

- A. ULB officials shall act as the central point of communication between waste collection teams, maintenance teams and other concerned stakeholders.
- B. Ensure effective communication for resolution of issues and seamless coordination of activities.

## **7. Technology Use:**

- A. Leverage technology, including GIS mapping, sensors, and communication tools to increase the efficiency of waste management operations.
- B. Stay updated on emerging technologies that can further improve the waste management system.

## **8. Incident Logging and Documentation:**

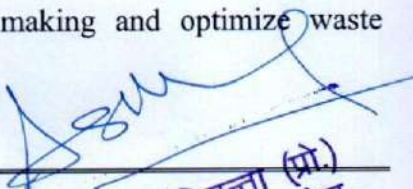
- A. Log and document incidents such as vehicle breakdowns or delays for future reference and analysis.
- B. Maintain detailed records to facilitate post-incident assessment and continuous improvement.

## **9. Regulatory Compliance:**

- A. Ensure compliance with local waste management regulations and guidelines.
- B. Stay informed about changes in regulations and implement necessary adjustments to maintain compliance.

## **10. Waste Management Data Analysis:**

- A. Analyze data related to waste generation, collection and disposal.
- B. Generate comprehensive reports and insights to inform decision making and optimize waste management strategies.

  
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### **11. Optimized Route Efficiency:**

- A. Focuses on reducing the average travel distance per vehicle. It continually evaluates ICCC's success in optimizing routes, which contributes to fuel efficiency, reduced emissions and overall operating cost savings.

### **12. Vehicle Idle Time:**

- A. ICCC shall work on reducing idle time, which is important for reducing fuel consumption, emissions and operating costs.

### **13. Maintenance Response Time:**

- A. ICCC shall quickly coordinate maintenance activities to minimize downtime and ensure optimal performance of the fleet.

## **Specific Responsibilities of the ICCC Supervisor:**

### **1. Operational Inspection:**

- A. Supervise the day-to-day operations of ICCC for waste collection and management.
- B. Ensure seamless coordination between various units within ICCC for optimum efficiency.

### **2. Real-time monitoring and tracking:**

- A. Monitor real-time monitoring and tracking of garbage collection vehicles using GPS and tracking systems.
- B. Ensure that vehicles follow predefined waste collection routes and schedules. Reports are to be collated and submitted to the team leader to maximize work time.

### **3. Route Optimization Management:**

- A. Manage the analysis of live data to optimize waste collection routes for efficiency, reduced fuel consumption and minimal collection time. Guide the team in dynamically adjusting routes based on changes in traffic conditions, emergency situations or waste generation patterns. Its weekly route is to be inspected.

### **4. Fleet Management Supervision:**

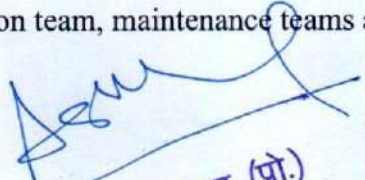
- A. Supervise the maintenance and deployment of the waste collection vehicle fleet.
- B. Monitor the schedule of regular maintenance checks and coordinate with the maintenance officer to promptly resolve vehicle related issues.

### **5. Data Analysis and Reporting Management:**

- A. Manage the analysis of data collected from waste collection vehicles to produce reports on key performance indicators.
- B. Provide insight into waste generation patterns, collection efficiency and system performance for informed decision making.

### **6. Communication and Coordination Leadership:**

- A. Act as the central point of communication between the waste collection team, maintenance teams and other relevant stakeholders.

  
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B. Lead to ensure effective communication to promptly address issues and seamlessly coordinate activities.

**7. Technology Usage Inspection:**

A. Oversee the effective use of technology, including GIS, sensors, and communication tools to enhance waste management operations. Stay informed about emerging technologies and guide the team in adopting innovations that can further improve the waste management system.

**8. Training Effectiveness:**

A. The level of proficiency demonstrated by operators in using surveillance equipment. Inspection: Regularly evaluate and guide efforts to increase the efficiency of operators through training programs.

**9. Continuous Improvement Initiative:**

A. Number of improvements implemented based on data analysis.

B. Oversight: Provide leadership in identifying areas for growth, implementing improvements, and ensuring continued optimization of vehicle monitoring and waste management processes.

## **Specific Responsibilities of the ICCC Project Manager:**

**1. Integrated approach:**

A. An integrated approach involves consolidating various waste management components, such as vehicle tracking, sensors and communication systems, into a centralized ICCC. This ensures that all aspects of waste management are interconnected and operate synergistically.

**2. Technology Adaptation:**

A. Technology adaptation includes leveraging advanced tools such as GPS tracking, sensors and communication devices to increase the efficiency of waste collection and management operations.

B. Importance: By optimizing technology, the project manager can improve route planning, monitor vehicle movements, and reduce operating costs. This contributes to resource conservation, lower fuel consumption and overall cost-effectiveness.

**3. Regulatory compliance:**

A. Regulatory compliance ensures that ICCC and related waste management activities comply with local laws, regulations and guidelines.

**4. Effective communication:**

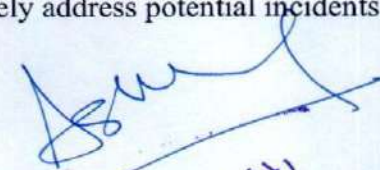
A. To establish clear channels of communication with stakeholders including municipal officials, operational staff, vendors, and the public on project progress and proactively addressing concerns.

**5. Training and Skill Development:**

A. To provide ongoing programs to enhance the capabilities of ICCC operators and staff in using surveillance equipment, responding to emergencies and adopting new technologies.

**6. Emergency response plan:**

A. To develop and implement comprehensive plans to rapidly and effectively address potential incidents or disruptions to waste management operations.

  
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### **7. Launch of the project:**

- A. Define the project objectives, goals and requirements:
- B. Explain the broad goals of the waste management project.
- C. Establish specific, measurable, achievable, relevant and time-bound (SMART) objectives.
  - Develop a comprehensive project initiation document:
    - a. Document project scope, stakeholders, constraints, assumptions, and dependencies.
    - b. Outline the initial project plan and key milestones.

### **8. Planning and Strategy:**

- A. Prepare a detailed project plan with timelines and deliverables:
- B. Create a comprehensive project plan outlining tasks, deadlines, and dependencies.
- C. Define project milestones and deliverables.
  - Develop a risk management plan:
    - a. Identify potential risks and uncertainties associated with the project.
    - b. Develop strategies to mitigate, monitor, and respond to risks.

### **9. Team Formation and Leadership:**

- A. Recruit and lead an efficient project team:
- B. Identify the skill sets required for team members.
- C. Recruit and onboard team members based on project requirements.

### **10. Technology Integration:**

- A. Monitor seamless integration of technologies:
- B. Coordinate the integration of GPS tracking, sensors, and communications systems.
- C. Ensure interoperability and functionality of technology components.
  - Ensure ICCC functionality and connectivity:
    - a. Verify operational status of ICCC.
    - b. Troubleshoot any connectivity issues and ensure optimal functionality.

### **11. Vendor management:**


- A. Collaborate with technology vendors:
- B. Work closely with technology vendors to meet project requirements.
- C. Manage vendor relationships and contractual obligations.
  - Monitor vendor performance:
    - a. Regularly assess vendor performance based on agreed metrics.
    - b. Address any issues or concerns immediately.

### **12. Operational Workflow Design:**

- A. Design and optimize operational workflows:
- B. Analyze existing workflow and identify areas for improvement.
- C. Optimize processes for efficiency and effectiveness.

### **13. Training and Skill Development:**

- A. Develop and implement training programs:
- B. Identify training needs for ICCC operators and staff.

  
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C. Develop and deliver training programs to enhance skills.

**14. Performance Monitoring:**

- A. Establish key performance indicators (KPIs) to measure performance all stake holders involved on SWM chain.
- B. Action plan for successful operation of waste management ICCC Center.
- C. Implement monitoring systems to track SWM Activates.

➤ **Continuous Improvement Initiative:**

- a. Identify and implement improvements:
- b. Constantly evaluate project performance.
- c. Propose and implement improvements to increase efficiency

**15. Documentation and Reporting:**

- A. Maintain detailed project documentation:
- B. Keep comprehensive records of project activities, decisions, and results.
- C. Document lessons learned for future reference.

**16. Ensure smooth project completion and knowledge transfer:**


- A. Complete all required documents to close the project.
- B. To facilitate transfer of knowledge to relevant parties for ongoing waste management operations.

**Reporting mechanism**

**Integrated Command and Control Centre (ICCC)**

The reporting mechanism for the staff of the Integrated Command and Control Centre (ICCC) shall ensure to facilitate efficient communication, accountability, and effective management of the waste management process. This mechanism typically includes the following components:

1. **Daily Reporting:** Staff members are required to submit daily reports on their specific areas of responsibility. These reports could cover aspects such as the status of waste collection, operational issues in waste management systems, or any incidents that occurred during the day.
2. **Shift Reports:** For staff working in shifts, particularly those monitoring real-time data (like GPS tracking of waste collection vehicles), shift reports are crucial. These reports summarize the activities and notable events of each shift, ensuring a seamless transition and information sharing between teams.
3. **Weekly Meetings and Summaries:** Weekly team meetings are held to discuss the progress, challenges, and strategies. Staff members contribute to these meetings by preparing summaries of their work, highlighting key achievements and issues faced during the week.
4. **Performance Metrics Reporting:** Staff are required to report on various performance metrics related to their job functions. This could include metrics like the number of vehicles monitored, incidents resolved, or public queries addressed.
5. **Incident and Issue Reporting:** In case of any operational issues or incidents (e.g., breakdown of waste collection vehicles, public complaints), staff must prepare detailed incident reports. These reports should include the nature of the incident, the response undertaken, and recommendations to prevent future occurrences.

  
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6. **Monthly and Quarterly Reports:** Staff contribute to the creation of comprehensive monthly and quarterly reports. These reports provide an overview of the activities carried out, achievements, challenges, and the overall performance of the ICCC.
7. **Compliance and Audit Reports:** For staff involved in compliance and audit roles, preparing reports that assess adherence to established protocols and procedures is crucial. These reports help in identifying areas of non-compliance and necessary corrective actions to be taken by ULB authorities.
8. **Training and Development Reports:** Staff responsible for training and development activities report on the training sessions conducted, participation levels, and the effectiveness of these sessions.

Successful bidder shall ensure that this structured reporting mechanism ensures that every aspect of the ICCC's operations is meticulously documented, reviewed, and used for continuous improvement. It also promotes a culture of transparency and accountability among the staff, which is crucial for the efficient functioning of the center. All the formats required for efficient monitoring and reporting shall be designed and prepared by the successful bidder and shall put up for approval from authority before implementation.

**Manpower required:**

The management team of the agency shall be responsible for the overall planning and organizing of the project duration of 24 months. A core team of experienced project officers and supervisors will guide the project implementation.

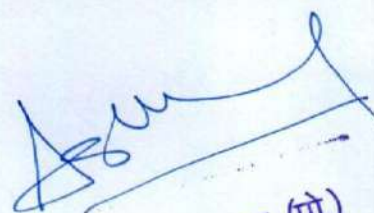
**Employees required:**

S. No	Category	Key Personnel	Quantity	Qualification
1	ICCC	ICCC Project Manager	1	Graduation in B.tech/BCA/BSC(Computer Science/Information Technology) Or Equivalent with 4 Years Experience in Similar Work
2		ICCC Field Coordinator	1	Graduation in BE/B.tech and M Tech in (Environmental Engineering) Or Equivalent with 5 Years Similar Experience in Door to Door Collection.
3		Supervisors	3	Graduation in any Field with 2 years of Experience in similar work
4		Operators	30	Graduation in any field with 1 year of Experience
	<b>Total</b>		<b>35</b>	

**Note:** - Minimum Qualification required is mandatory. Quantum of Manpower can be increased or decreased as per requirement by authority and payment for additional manpower shall be paid to the agency as per contract agreement.

**NAGAR NIGAM JAIPUR, HERITAGE will provide:**

- Provide all the infrastructure for ICCC.



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## **Section VI. General Conditions of Contract**

### **Contract Documents**

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.

### **Corrupt Practices**

The MUNICIPAL CORPORATION JAIPUR HERITAGE's Anticorruption Policy requires that bidders, agencies, and contractors under NAGAR NIGAM JAIPUR, HERITAGE contacts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the policy, the MUNICIPAL CORPORATION JAIPUR HERITAGE:

(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;

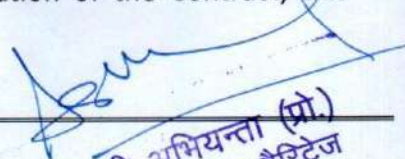
"Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

(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 NAGAR NIGAM JAIPUR,HERITAGE 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 NAGAR NIGAM JAIPUR,HERITAGE contract.

### **Language**

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Agency and MUNICIPAL CORPORATION JAIPUR HERITAGE, 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 English or Hindi language, in which case, for purposes of interpretation of the Contract, this

  
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translation shall govern.

### **Notices**

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.

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

### **Jurisdiction**

For all legal matters Jurisdiction shall be Jaipur only.

### **Contract Price**

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

### **Terms of Payment**

The Agency's request for payment shall be made to NAGAR NIGAM JAIPUR,HERITAGE 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 NAGAR NIGAM JAIPUR, HERITAGE and are to be submitted with Invoice.

Payments shall be made on monthly basis promptly by MUNICIPAL CORPORATION JAIPUR HERITAGE, no later than thirty (30) days after submission of an invoice or request for payment by the agency, and NAGAR NIGAM JAIPUR, HERITAGE has accepted it.

### **Taxes and Duties**

For services supplied, the Agency shall be entirely responsible for all taxes, duties, license fees, etc., levied by Government of India & Government of Rajasthan incurred until delivery of the contracted services to MUNICIPAL CORPORATION JAIPUR HERITAGE. Agency shall follow all labour laws and shall submit PF & ESIC receipts along with invoice. GST shall be paid extra as applicable.

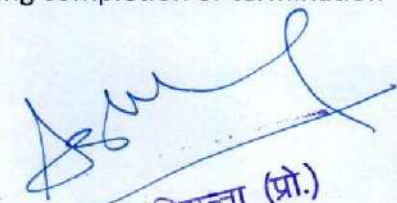
### **Performance Security**

Performance Security equal to five (5) percent of the contract value shall be deducted from monthly bills.

### **Confidential Information**

NAGAR NIGAM JAIPUR,HERITAGE 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.

### **Subcontracting**

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

### **Insurance**

The agency shall insure all his employees. NAGAR NIGAM JAIPUR,HERITAGE shall not bear the cost of insurance of the agency manpower nor be the party of any claims.

### **Limitation of Liability**

Except in cases of gross negligence or willful 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 MUNICIPAL CORPORATION JAIPUR HERITAGE.

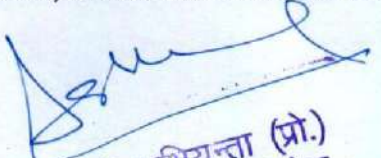
### **Force Majeure**

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

## **Termination**

### **Termination for Default**

1. MUNICIPAL CORPORATION JAIPUR HERITAGE, 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:
  - a. 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 MUNICIPAL CORPORATION JAIPUR HERITAGE.
  - b. If the Agency fails to perform any other obligation under the Contract.
2. In the event NAGAR NIGAM JAIPUR,HERITAGE terminates the Contract in whole or in part, NAGAR NIGAM JAIPUR,HERITAGE 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 NAGAR NIGAM JAIPUR,HERITAGE for any additional costs for such similar Services or Related Services.
3. If the Agency, in the judgment of NAGAR NIGAM JAIPUR,HERITAGE has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract.
4. 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;
5. 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;
6. The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

  
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### Suspension of Agreement

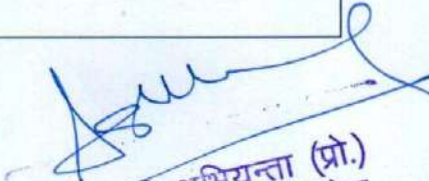
The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice 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.

### Termination for Convenience

NAGAR NIGAM JAIPUR,HERITAGE 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.

### Financial Proposal

S. No	Category	Key Personnel	Quantity	Per Personnel Per Month Remunerati on Amount	Total Monthly Remuneration Amount Per Person
1	ICCC	ICCC Project Manager	1		
2		ICCC Asst. Project Manager cum Route Specialist	1		
3		Supervisors	3		
4		Operators	30		
5		Stationary Charges	1		
6		Communication Charges	1		
6		Total	34		
7		% of Management Fee to be quoted on above Total Monthly Remuneration Amount			

  
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## Letter of Technical Proposal

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the job for [Insert title of Assignment/ job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,  
Authorized Signatory [In full  
and initials]

Name and Title of Signatory:

Name of Firm: Address:



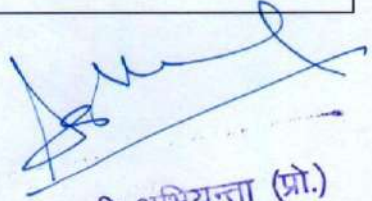
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FORM TECH- B

Form-1

**Particulars of the Applicant**

1.1	Title of Project Implementation Unit:
1.2	Title of Project ..... Project
1.3	State applying as -
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address:  Year of Incorporation: Year of commencement of business: Principal place of business:  Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	(Signature, name and designation of the authorized signatory)  For and on behalf of .....

  
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APPENDIX-I

Form-2

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

**Sub: Selection of Project Implementation Unit under SBM for implementation of SWM  
Guidelines for Nagar Nigam Jaipur Heritage**

I/We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

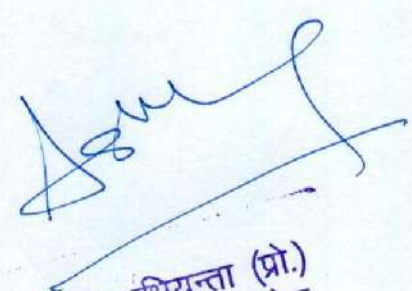
I/We have agreed that.....(insert Applicant's name) will act as authorized signatory.

I/We have agreed that.....(insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of .....

  
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Form - C

APPENDIX-I

Form-3

**Financial capacity of the Applicant**

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual turnover from solid waste management services (Rs)	Annual turnover of firm
1.			
2.			
3.			
Average			


**Certificate from the Statutory Auditor**

This is to certify that .....(name of the Applicant) has received the payments shown above against the respective years on account of waste management services.

(Signature, name and designation of the authorized signatory)

Date:

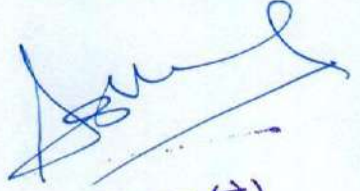
Name and seal of the audit firm:

  
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FORM TECH – D

List of the projects relevant to the selection criteria.

Project name:
Name of Employer: Census 2011 Population of the ULB 2021 Population of the ULB
Duration of Project (months):
Start date (month/year): Completion date (month/year):

  
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FORM TECH -E

Letter for Not Blacklisting (Notarized)

[Location, Date]

To,  
[Name and address of Employer]

**Subject:** Letter of Declaration for not have been Blacklisted/ Debarred from any Municipal corporation or Government organization and terminated from JAIPUR NAGAR NIGAM/ withdrawn or fail to execute the services in accordance with tender/ agreement with any ULB by either Lead Bidder or Consortium

We, [Name of Firm] have not been black listed/ debarred/ terminated from NAGAR NIGAM Jaipur Heritage of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5years. Also, neither our company or consortium has failed to take up the contract in last 3years, despite being announced as successful bidder.


Incase declaration made by us found not correct, authority has the rights to reject our proposal or agreement at any stage and forfeit our EMD and Performance Bank Guarantee For [Name of Firm],

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

  
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FORM TECH - F

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),..... son/daughter/wife of .....and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the "Project Title".

Project proposed or being developed by the Nagar Nigam Jaipur, Heritage (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Concession Agreement with the Nagar Nigam Jaipur, Heritage.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Selection of Concessionaire for this PPP project

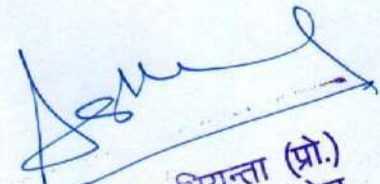
Accepted

.....

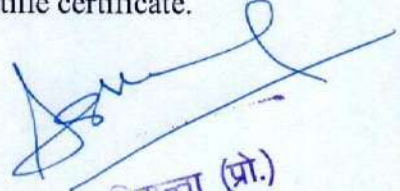
(Signature)

(Name, Title and Address of the Attorney)

Notes:

  
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- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

  
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FORM TECH – G

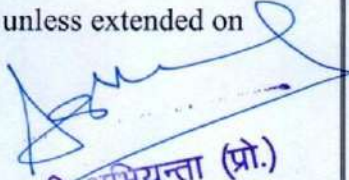
FORMAT FOR BID SECURITY

(To be issued by the Bank, as defined in this RFP)

B.G. No.....

Date.....

1. In consideration of the (hereinafter called "Authority" which expression shall include any entity which Authority may designate for the purpose) having agreed, inter-alia to consider the bid of .....(hereinafter referred to the "Bidder" which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project ([Project Name]) (hereinafter called the "RFP") in lieu of the Bidder being required to make a cash deposit, we.....[name of the Bank and address of the issuing branch], hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of Rs..... (in words).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forth with (and in any event within three days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (in words).
3. We, the Bank unconditionally undertake to pay to Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to Authority under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment here under and the Bidder shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until \_\_\_ hours on the date i.e. .... (hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter unless extended on specific request of the Bidder in writing.

  
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5. We, the Bank further agree that Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercise able by Authority against the Bidder or any of them and to enforce or to for bear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any for bearance act or omission on the part of Authority, or any indulgence given by Authority to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
6. To give full effect to the obligations herein contained, Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Authority to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall been forceable against the bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or in solvency of the Bidder or of any individual member of the Bidder or any other party or any change in the legal constitution or in solvency of the Bidder or any other party or any change in the legal constitution of the Bank or Authority.
8. In case the bank delays in making payment within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR beyond the 15 days from the date of receipt of invocation letter by the bank.

We, the bank under take not to assign or revoke this Guarantee during its currency except with the previous consent of Authority in writing.

Not with standing anything contained herein.

- a. Our liability under the Bank Guarantee shall not exceed .....(in word).
- b. The Bank Guarantee shall be valid up to [date], 20\_\_.
- c. Unless acclaimed or a demand in writing is made upon us on or before, all our liability under this guarantee shall cease.

Signed and Delivered

On behalf of .....(Bank Name)

(Signature with Date)

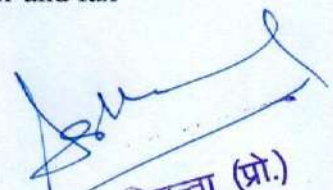
By the hand of Mr.....

(Name of Authorized Signatory)

[SEAL OF THE BANK]

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided by Quick Reply.

  
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APPENDIX-I


Form-4

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN  
RESPONDING TO THE TERMS OF REFERENCE**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a) **Technical Approach and Methodology**: Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b) **Work Plan**: Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c) **Organization and Staffing**: Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

  
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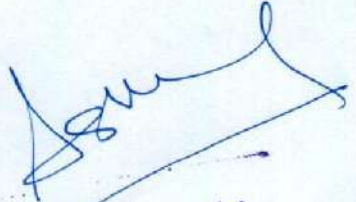
APPENDIX-II

Form-6

**Abstract of Eligible Assignments of the Applicant<sup>5</sup>**

*(Refer Clause 3.1)*

S. No.	Name of Project	Name of Client	Amount received by the Applicant (in Rs crore) <sup>6</sup>
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

  
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APPENDIX-III

Form-1

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

**Subject: Selection of agency to Operate and Monitoring GPS Control Room at  
Nagar Nigam Jaipur Heritage under Swachh Bharat Mission**

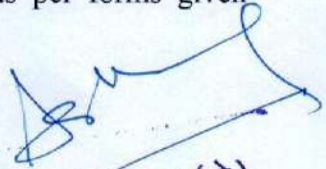
I/We, ..... (Applicant's name) herewith enclose  
the Financial Proposal for selection of my/our firm as Project  
Implementation Unit for Technical and Administrative Support Unit.

I/We agree that this offer shall remain valid for a period of 120 (ninety) days  
from the Proposal Due Date or such further period as may be mutually  
agreed upon.

Yours faithfully,

(Signature, name and designation of the  
authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given  
in the RFP

  
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OFFICE OF THE EXECUTIVE ENGINEER (Project)

NAGAR NIGAM HERITAGE JAIPUR

Jalebi chowk, Badi Chopad jaipur

NAME OF WORK:- Selection of agency to Operate and Monitoring GPS Control Room at Nagar Nigam Jaipur heritage under Swachh Bharat Mission.

H-SCHEDULE

S. No	Particulars	Based on Market Rates			
		Qty	Rate to be quoted	Unit	Ammount
1	ICCC Project Manager	1.00		person/month	
2	ICCC Asst. Project Manager cum Route Specialist	1.00		person/month	
3	Supervisors	3.00		person/month	
4	Operators	30.00		person/month	
5	Stationary Charges	1.00		person/month	
6	Communication Charges	1.00		person/month	
	<b>Total Amount</b>				
	<b>Provisional Sum</b>				1000000.00

Note:-

- 1 The rate shall be inclusive of all taxes except GST. The GST shall be paid additionally to Project implementation Unit in accordance with applicable laws if applicable.
- 2 The Provisional Sum amount of Rs 10,00,000/- shall not be a part of competitive Bidding. The amount of provisional sum is kept fixed at Rs 10,00,000/-

Executive Engineer (Project)  
Nagar Nigam Jaipur Heritage

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I/ We hereby accepted rates

Part \_\_\_\_\_ Rate to be quoted

Signature of the contractor With full postal address

## **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 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

## **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.