

OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)

NAGAR NIGAM JAIPUR HERITAGE NOTICE INVITING E - BID FOR WORKS

अल्पकालीन ई-निविदा सूचना संख्या 37/2023-24

- 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	"ए" 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	रुपये 3.00 करोड़ तक	"ए" श्रेणी, संवेदक	
3	रुपये 1.5 करोड़ तक	"बी" श्रेणी, संवेदक	
4	रुपये 50.00 लाख तक	"सी" श्रेणी, संवेदक	
5	रुपये 15.00 लाख तक	"डी" श्रेणी, संवेदक	

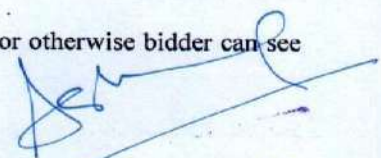
- 2 Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Bid may be accepted, which will also be found printed in the form of 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
- 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://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 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. 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 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 Project Implementation Unit under SBM for implementation of SWM Guidelines for Nagar Nigam Jaipur Heritage.	99.10	Rs. 198200/- & Rs. 49550/-	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.

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- 7 The Performance security @ 10% of the gross amount shall be deposited by successful bidder within fifteen days after issuing of Letter of Acceptance in the form of BC/ BG/ Cash/ FDR etc. The security deposited shall 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 @ ½% 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


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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.

22 **Additional Performance Security.-**

(6) 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,-

(xiii) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

(xiv) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.

(xv) 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. :



DATED -

**Nagar Nigam Jaipur Heritage,
Jaipur**

Bid reference No-

REQUEST FOR PROPOSAL

For

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

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Disclaimer

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to Project Implementation Unit. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and *it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.* The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. *Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.*

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness 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 in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant 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 assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for Project Implementation Unit and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, ~~regardless of the conduct or~~ outcome of the Selection Process.

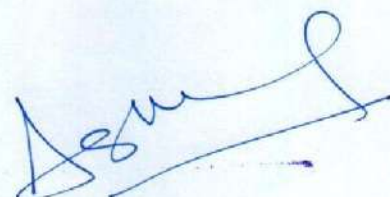
Project Background

Jaipur is located on 26° 55' north latitude and 75° 49' east longitude. It's municipal boundary extends from 26 degree 46 minutes north latitude to 27 degree 01 minutes north latitude and 75 degree 37 minutes east longitude to 76 degree 57 minutes .east longitude. The city is surrounded by the Nahargarh hills in the north and Jhalana in the east, which is a part of Aravalli hills - ranges. To the south and the west of the city are also prevailing hillocks but they are isolated and discontinuous in formation. The southern end of the city is open to plain and stretches far and wide towards Sanganer and beyond. The walled city was originally located on the rocky street to provide an easy drainage system on either side of the city but the. Future expansion of the city took place on the south and west on the alluvial plains formed in the confluence's zone of the Amani Shah nala in the west and Jawahar Nagar nala in the east and beyond.

Since ULBs faces various new and second-generation issues related with health, sanitation, waste management which has to be addressed in time bound manner. Despite many efforts onthe part of the government, target could not be achieved. One of the main reasons is lack of knowledge as well as awareness of scientific and environmentally sound waste management systems and techniques. Hence JNN plans an effective campaign to educate and popularize various environment friendly measures, create enabling environment to bring about an attitudinal and behavioral change.

Being a environmentally sensitive city, the ULB is looking for an agency that will help in ensuring effective compliances w.r.t. above mentioned rules/ acts/ notifications but also contribute in building the city image as Green and Swachh (Hygiene) City, through rigorous public/ stakeholder consultation, undertaking Swachh bharat Mission activities and undertaking various capacity building exercises besides other supporting activities related to Waste Management, Sanitation and Health/ Hygiene.

For ensuring sustainability of these waste management & sanitation services, with SWM Rules, 2016 From entire Municipal Corporation Jurisdiction area including the extended area SWM & Sanitation Services.



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1. INTRODUCTION

1.1 Background

In pursuance of the above, the Authority has decided to carry out the RFP for Selection of Project Implementation Unit under SBM for implementation for implementation of Sustainable Solid Waste Management. The Authority intends to select the Project Implementation unit through an open competitive bidding process in accordance with the procedure set out here in.

1.2 Sale of RFP Document

RFP document can be downloaded from the website of eprocrajasthan.gov.in, jaipurmcheritage.org and sppp. However, the bids of only those Applicants shall be considered for evaluation who have made online payment of Rs 5000 /- and Processing Fee Rs. 2000 / -for the RFP document, without which bids will not be accepted. The RFP Fee is to be submitted by bidder by making online payment only against this RFP.

1.3 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").

1.4 Brief description of the Selection Process

The Authority which the "Commissioner, Nagar Nigam Jaipur Heritage" has adopted a two-stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes and online. In the first stage, a technical evaluation will be carried out as specified. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores.

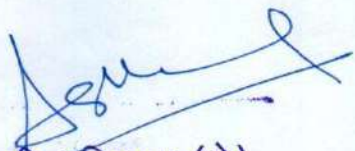
1.5 Currency payment

All payments to bidders shall be made in INR in accordance with the provisions of this RFP. Bidders may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by bidders.

1.6 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

(i)	Bid document Downloading and Submission Start Date and time	As Per NIT
(ii)	Bid document Downloading End Date and time	As Per NIT
(iii)	Last date and time of Online submission of technical proposal and financial proposal	As Per NIT
(iv)	Opening of bid online (Technical proposal only)	As Per NIT


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Scope of Proposal

2.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Bid are specified in this RFP.

Applicants are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP.

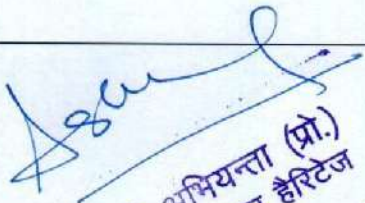
2.1 Conditions of Eligibility of Applicants

Bidder must have a selected team which have minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

Sr. no.	Particulars	Qty	Qualification & experience
1	PROJECT HEAD (SWM EXPERT)	1	(Minimum experience of 4 years+) & minimum experience of 2 years in Swachh Survekshan), graduate in environment / management/ civil engineering/management/ rural management/ MSW/ BSW/ or equivalent degree.
2	ICT EXPERT	1	(Minimum project experience of 2 years+) & minimum experience of 1 years in Swachh Survekshan), graduate in any computer related degree/ or equivalent degree
3	GRAPHIC DESIGNER CUM SOCIAL MEDIA EXPERT	1	(Minimum project experience of 2 years), Graduate in any stream with skills in graphic designing/ animation/ CADD with experience in designing, graphics and creatives OR Degree of Mass Communication/ Marketing/Public Relations or equivalent with a Minimum Work Experience of 3Years
4	IEC EXPERT	1	(Minimum project experience of 2 years+) & minimum experience of 1 years (Swachh Survekshan), graduate in environment / management/ civil engineering/management/ rural management/ MSW/ BSW/ or equivalent degree
5	DOCUMENTATION + MIS EXPERT	2	(Minimum project experience of 2 years+) & minimum experience of 1 years in Swachh Survekshan), graduate in environment / management/civil

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			engineering/management/ management/MSW/ BSW/ or equivalent rural degree
6	ZONE INCHARGE	5	Graduate in any stream with 2 years of experience in relevant field


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2.2 Technical Eligibility Criteria:

- 2.2.1 The Applicant shall be a private company, partnership firm, and proprietor. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with its Proposal.
- 2.2.2 Applicants must have a valid GST registration in India.
- 2.2.3 Applicant should have the experience of having executed 3 government projects related to IEC Activity within solid waste management at ULB level. Evidence for the same in the form of work order/satisfactory certificate to be attached with the bid.
- 2.2.4 Applicant should be able to evidence an experienced SWM team, ready for deployment within 7 working days of the contract being awarded.
- 2.2.5 Applicant should not have been blacklisted by any government agencies in India (original affidavit signed by the legal representative to be attached).
- 2.2.6 Applicant should have average minimum **Turnover of 5.00 Crores in last 3 financial years** as per form-C (Certificate by Chartered Accountant to be attached for the same).
- 2.2.7 The Applicant must have at least an office in India which is operational for a period of last three years or more.

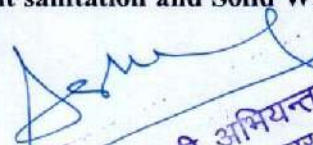
Scope of Work

Define role and responsibility of the Solid Waste Management Unit and prepare job descriptions of the key staff involved in solid waste collection along with proposal of user fees collection system for Jaipur city.

NNJH intends to institutionalize a holistic, integrated, sustainable and environment friendly system in the city in line with the objective of "Swachh Bharat Mission 2.0". Keeping this in view, the consultant needs to inspect and study the existing practices of sanitation and provide all technical inputs/ advisory support to NNJH, be it release to procurement document preparation, MIS report preparation, filing management and other field support services, as required or necessary for meeting the objectives. The major scope of work shall include:

Implementation of technical and economical viable sanitation and waste management plan in compliance with rules along with following:-

- a) To provide advisory services to NNJH in regard to Swachh Bharat Mission (SBM) 2.0 and Swachh Survekshan , ODF+, ODF++, Water +, and achievement of garbage free city protocol/ star rating etc.
- b) Preparation of short term Goal plan to achieve objective of Swachh Bharat Mission.
- c) To prepare action-time-bound plan for implementation of projects related to Solid Waste Management, Sanitation and any other supporting activities that compliment Swachh Bharat Mission 2.0.
- d) To provide technical advisory services in monitoring, supervising and implementing SBM 2.0.
- e) To help NNJH to make procurements to support SBM-2.0 and undertake various activities with support of NNJH to achieve the set objectives.
- f) To organize capacity building programs, workshops, seminars and cross learning visits etc for NNJH staffs.
- g) Preparation of various procurement documents relate to (as desired by NNJH):
 - a. Construction & Demolition Debris Management & Disposal.
 - b. Water Bodies/ floating drains sustainable cleaning and management.
 - c. Engagement of NGO for carrying out awareness activities about waste management and Swachh Bharat Mission.
 - d. Construction of required number of Public/ Community/ IHHL's (Toilets)
 - e. Swachhata Ranking Exercises/ Star City/ Garbage Free City.
 - f. Water+ (Treatment of Storm Water Drain/ STP etc.)
- h) Act as Project Management Consultant for Solid Waste Management in NNJH area.
- i) Preparation of plan so as to make NNJH a Garbage free city.
- j) Prepare/ Design a practicable and efficient sanitation and Solid Waste Management System for NNJH


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Scope of work include all IEC work as required as SBM-2.0 specially for behavioral change , different work are assign to each person required to perform these objectives are as given below :

Scope of work:

1. PROJECT HEAD (SWM Expert)–

1. Customized Plan for Efficient Door to Door Collection, Segregation, Transportation & Processing:

- Develop a tailored plan for the systematic door-to-door collection of waste.
- Implement a four-level segregation process to enhance efficiency.
- Oversee the transportation of waste to processing facilities.

2. Plastic Waste Management Action Plan:

- Formulate a comprehensive action plan specifically focused on plastic waste.
- Provide guidance on the practical implementation of the action plan.

3. Monitoring and Reporting:

- Regularly monitor all SWM activities.
- Identify and report any gaps or issues to the Municipal Commissioner.

4. Assessment and Analysis:

- Conduct a realistic assessment of the quantity, characterization, and classification of Municipal Solid Waste (MSW).

- Analyze the current waste management scenario and make predictions based on the assessment.

5. Review and Proposal:

- Evaluate existing MSWM practices in municipalities.
- Propose improvements for waste collection, segregation, transportation, waste reduction, reuse, recycling, and appropriate waste management technologies.

6. Resource Planning and Implementation Strategy:

- Plan the necessary resources for effective implementation.
- Develop a strategy for the seamless execution of the proposed SWM plans.

7. Review of Utility Setups:

- Collaborate with institutional experts to review feasible utility setups.
- Assess the ease of implementation for sustainable and reliable sanitation services.

8. Source Segregation Strategies:

- Develop strategies for 100% source segregation.
- Devise incentive structures to promote source segregation and recycling, including exploring decentralized treatment options at the ward level.

Promote Self Help Groups (SHG's) for carrying out awareness campaigns for segregation of waste.

Separate plan for deployment of sanitation staff on tourist places.

9. Transportation Plan:

- Provide guidance on a detailed transportation plan from primary and secondary collection points to processing or landfill plants.

10. Transfer Station Analysis:

- Evaluate the need for Transfer Stations.
- Outline basic design features for efficient operation.

11. IEC Campaign Models and Enforcement Plans:

- Develop models for Information, Education, and Communication (IEC) campaigns.
- Propose plans for enforcing SWM regulations.

12. Technical Support for IEC and Sanitization:

- Provide technical support for effective IEC campaigns.
- Assist in implementing sanitization measures as part of SWM activities.

13. Tender Document Preparation:

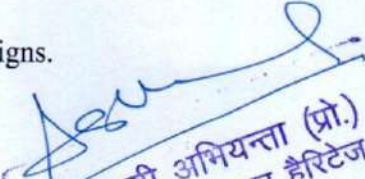
- Prepare comprehensive tender documents for SWM projects.

14. MIS Portal Management:

- Support in managing Management Information System (MIS) portals for various Swachh initiatives, including Swachh Survekshan and ODF/water plus protocols.

- Stay updated on all portal-related developments and ensure their integration into the SWM framework.

15. Support in Social media management as per SBM guidelines


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2. ICT Expert

1. ICT Integration of SWM Process Management:

- Guide the Urban Local Body (ULB) on integrating ICT solutions into different stages of the SWM process, including waste collection, transportation, processing, disposal, and resource management.

2. Pilot Testing Innovations in ICT Technology:

- Spearhead pilot tests for innovative ICT technologies, such as a Toilet Locator app, Monitoring of Public Toilets O&M (Operations & Maintenance), Geo-tagging of trucks and bins for SWM, Citizen Grievance Redressal App, etc.

3. ICCC Monitoring and Route Rationalization:

- Monitor the Integrated Command and Control Center (ICCC) operations and provide guidance on effective methods to ensure route rationalization for the optimal utilization of resources in waste management.

4. Guidance on ICT Applications:

- Provide guidance on the implementation of various ICT applications for tracking daily cleaning of roads, door-to-door collection, and disposal of garbage, enhancing efficiency and transparency in SWM processes.

5. Digitization of Waste Collection Routes:

- Guide the ULB in digitizing waste collection routes, utilizing ICT tools for efficient planning, scheduling, and monitoring of waste collection activities.

6. Promotion of Cleanliness through ICT:

- Provide strategies and guidance on leveraging ICT solutions to promote cleanliness and enhance the quality of life for residents. This includes the implementation of ICT-based solutions for smart waste removal and processing.

7. Overall Target of SWM:

- Emphasize the overall target of SWM, which involves monitoring, collecting, treating, and disposing of smart waste in a cost-effective, environmentally friendly, and socially satisfactory manner.

8. Guidance on Profiling through ICT:

- Advise the ULB on the use of ICT-based applications for profiling, including geo-tagging and managing information related to waste generation/collection points, categorized spots (e.g., recycling facilities, dumpsites), vulnerable spots, water bodies, stormwater drains, and other relevant locations.

The overarching goal is to enhance the efficiency, transparency, and effectiveness of SWM processes through the strategic integration of ICT solutions. This includes not only the operational aspects of waste management but also the utilization of technology for citizen engagement, monitoring, reporting, and overall improvement of the cleanliness and sanitation environment within the urban area.

3. Graphic Designer Cum Social Media Expert: -

1. Social Media Strategy Development:

- Work on developing and implementing a comprehensive social media strategy to increase online presence.
- Collaborate closely with Zone/IEC (Information, Education, and Communication) and MIS (Management Information System) experts for synergy.

2. Swachh Manch Portal Expertise:

- Possess in-depth technical knowledge of the Swachh Manch portal.
- Ensure timely and accurate posting of all relevant activities conducted across all wards in the Urban Local Body (ULB) on the portal.

3. Content Development:

- Develop relevant and engaging content for social media posts to attract and maintain followers.
- Craft content that aligns with the objectives of the SBM and encourages interaction from the online community.

4. Post Attractiveness and Hashtags:

- Ensure that posts are visually attractive and utilize appropriate hashtags to increase visibility.
- Aim for reposts and retweets from SBM government bodies by highlighting the impactful work being done.

5. Technical Knowhow of Digital/social media:

- Possess technical expertise in the use of digital and social media platforms.
- Stay updated on emerging trends and technologies in the social media landscape.

6. Framing Activities:

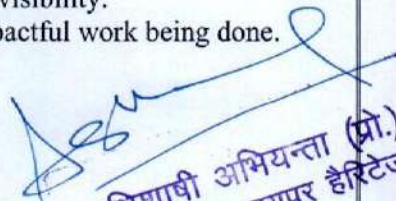
- Skillfully frame and present SBM-related activities on social media platforms.
- Highlight achievements, milestones, and ongoing initiatives effectively.

7. Branding and Promotion Strategy:

- Contribute to the development and execution of an overall branding and promotion strategy.
- Ensure that social media activities align with and reinforce the SBM brand.

8. Round-the-Clock Real-Time Reporting:

- Establish a real-time reporting system for monitoring social media metrics and engagement.



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- Provide regular updates on the performance of social media campaigns.
 - 9. High-Quality Content Creation:**
 - Keep followers interested by creating and sharing high-quality content.
 - Maintain a balance between informative and appealing content.
 - 10. Frequent Page Updates:**
 - Commit to frequent updates on social media pages, ensuring a regular posting schedule (e.g., two or three times per day).
 - 11. Social Media Strategy Management:**
 - Develop, implement, and manage the overall social media strategy for the SBM.
 - Oversee the execution of the strategy to achieve desired objectives.
 - 12. Content Management:**
 - Manage and oversee the content posted on social media platforms, ensuring consistency and alignment with SBM goals.
 - 13. Campaign Success Measurement:**
 - Measure the success of every social media campaign, analyzing key performance indicators and adjusting strategies accordingly.
 - 14. Stay Up-to-Date:**
 - Stay up to date with the latest social media best practices and technologies.
 - Adapt strategies based on evolving trends and audience preferences.
 - 15. Informative and Appealing Content:**
 - Ensure that content is both informative and appealing, catering to the interests and needs of the target audience.
 - 16. Collaboration with SWM Development Teams:**
 - Collaborate with Solid Waste Management (SWM) development teams to ensure coordinated communication and alignment of messaging.
 - 17. Creative Designing:**
 - Undertake creative designing as per requirements, contributing visually appealing elements to social media posts.
- By effectively managing social media presence and content, the expert aims to amplify the impact of SBM initiatives, engage the online community, and foster a positive perception of the mission's activities.

4. Documentation Expert + MIS Expert

Collection and Transportation:

- 1. Ward List and Details:**
 - Develop a comprehensive list of all wards in the Urban Local Body (ULB), including residential, commercial, and institutional areas with details on the number of gates in each area.
- 2. Contract Documentation:**
 - If waste-related activities are outsourced, develop copies of contracts, Memoranda of Understanding (MoUs), or official engagement letters.
- 3. Door-to-Door Collection Details:**
 - Develop details of wards practicing 100% door-to-door collection, including staff and vehicle deployment plans.
- 4. Sweeping Activity Reports:**
 - Develop report formats for sweeping in commercial, public, and residential areas, including activity logs, roster reports, and evidence of continuous monitoring of visible eyesores.
- 5. Sanitation Staff Information:**
 - Develop a list of all sanitation staff (contractual, temporary, permanent, third-party, informal waste pickers) with phone numbers and provided Personal Protective Equipment (PPE).
- 6. Recognition and Training:**
 - Develop a list of recognized sanitation staff linked with government schemes, detailing the type of training imparted.
- 7. Plastic Ban Notification:**
 - Develop a notification enforcing the ban on non-biodegradable plastic bags/products, in compliance with Plastic Waste Management Rules 2016.
- 8. Initiatives Report:**
 - Develop a detailed report on all initiatives undertaken by the ULB to reduce dry/wet waste generation, including photographs and campaign details.


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Processing and Disposal:

1. SWM DPR and City Plan:

- Maintain/develop a Solid Waste Management Detailed Project Report (SWM DPR) or Swachh City Plan, including a calculation sheet for daily waste generation.

2. Processing Facility Records:

- Maintain a logbook record for processing facilities, showing daily wet and dry waste received and processed.

3. Hazardous Waste Logbook:

- Maintain a logbook for domestic hazardous waste, indicating collection and treatment details.

4. C&D Waste Management:

- Develop a public notification for Construction and Demolition (C&D) waste management.

5. C&D Waste Vehicles and Usage:

- Document details of vehicles for C&D waste management, user charges, fines collected, and material used/processed.

6. Quantity of C&D Waste:

- Document the quantity of stored, segregated, processed, and recycled C&D waste from bulk and non-bulk generators.

7. Sanitary Landfill Status:

- Provide documents indicating the status of sanitary landfill sites, including those under construction or with tenders called.

8. Remediation Sites:

- Document details of remediation sites within the ULB and their completion status.

Revenue and Training:

1. Revenue and Operational Cost:

- Develop a summary sheet showing revenue collected under SWM (user charges, property tax) and total operational costs.

2. Training of Staff:

- Develop a list of ULB staff and sanitation workers (including informal waste pickers) trained in operational areas through workshops and e-learning platforms.

Sustainable Sanitation:

1. Connection Systems Report:

- Develop a report showing the number of households, commercial institutions, establishments, and public area CTs/PTs connected to closed systems.

2. Sewered and Non-sewered Areas:

- Sum the number of connections in both sewer and non-sewered areas.

3. Faecal Sludge Management Plan:

- Develop a calculation sheet/DPR/Faecal Sludge and Septage Management (FSSM) Plan showing the amount of faecal sludge generated and collected in the ULB.

4. Desludging Operator Details:

- Document details of desludging operators, their vehicles, and copies of challans levied by the ULB on users.

This comprehensive documentation aims to provide a clear record of waste management activities, ensuring transparency, compliance, and effective monitoring of the Swachh Bharat Mission's goals.

5. IEC & Zone Incharge

For all kind of IEC activities guidance and implementation support to bring behavioral change shall be done like -

1. Monitoring Waste Collection:

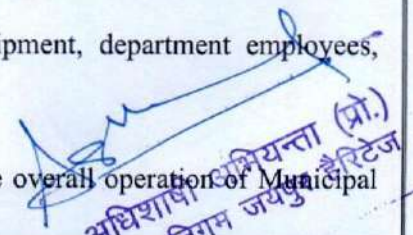
- Monitor the proper collection of waste from its source, ensuring adherence to guidelines and procedures.

2. Daily Operations Monitoring:

- Monitor the daily operations of the Solid Waste Management Plan, equipment, department employees, Household Hazardous Waste, and recycling programs.

3. Data Evaluation:

- Evaluate data, plans, trends, and issues related to solid waste disposal and the overall operation of Municipal Solid Waste (MSW) management.


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4. Staff Training Assurance:

- Ensure that staff is properly trained to comply with permits, solid waste guidelines, and procedures on a daily basis.

5. Garbage Vulnerable Points (GVP):

- Guide on monitoring GVPs and facilitate the removal of such points through regular monitoring.

6. Beautification Work:

- After the removal of GVPs, provide guidance on beautification work to be carried out by the Urban Local Body (ULB).

7. Identification of RWA & BWGs:

- Identify Residential Welfare Associations (RWA) and Bulk Waste Generators (BWG) in each ward of the zone that generate more than 50/100 KGS of waste in a day.

8. Waste Processing through RWA & BWG:

- Provide guidance on setting up decentralized processing units in specific RWAs and BWGs for on-site waste processing.

9. 3R Activities Implementation:

- Implement activities related to Reduce, Reuse, and Recycle (3R) practices in waste management.

10. Route Coverage Monitoring:

- Guide on maintaining a register for the number of households covered in a ward/route and checking the routes covered by vehicles on a daily basis.

11. Waste Segregation Guidance:

- Provide guidance on how solid waste can be collected in four bins (WET, DRY, SANITARY WASTE, DOMESTIC HAZARDOUS) by Door-to-Door Vehicles on a daily basis in a segregated form.

12. Route Planning:

- Guide the development of route plans for Door-to-Door collection agencies or ULB staff, ensuring effective coverage of households and shops.

13. Monitoring of CT/PT & Urinals:

- Monitor the cleaning and maintenance of Community Toilets (CT), Public Toilets (PT), and urinals following SBM guidelines as required.

14. Litter Bins Installation:

- Identify spots for litter bin installation and facilitate the installation of litter bins by the ULB at identified locations to prevent non-littering.

15. Litter Bins Monitoring:

- Monitor the proper lifting of waste from litter bins and minimize damage to litter bins by ULB sanitation staff.

16. Deployment Chart:

- Develop a deployment chart ("Patrak") for the deployment of sanitation workers, monitoring their working areas according to the designated plan.

17. Attendance of Safai Sathis:

- Monitor the daily attendance of sanitation workers using face recognition/biometric systems to ensure 100% cleaning of the ward through the deployment chart.

18. Training of Sanitation Staff:

- Conduct monthly training programs for sanitation staff to enhance their skills in professional cleaning of roads, streets, and to safeguard their health.

19. C&D Points Monitoring:

- Monitor Construction and Demolition (C&D) waste spots and impose penalties on individuals for dumping C&D waste on roads.

20. Thematic Drives:

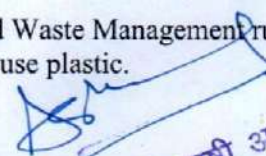
- Guide on conducting thematic drives according to the SBM calendar for awareness in citizens.

21. Plog Run:

- Conduct Plog Runs as required for creating awareness in all wards.

22. Spot Fines:

- Work with the ULB to impose spot fines for activities prohibited under Solid Waste Management Rules/Swachh Bharat Mission, such as non-segregation, littering, and the use of single-use plastic.


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Note – All the work as suggested in scope of work shall be anytime changed (quantum of each activity, manpower quantity can be increased or decreased) as per directions of Commissioner, Municipal Corporation. The said changes shall be in accordance of Swachh Sarvekshan Guidelines implementation.

6. Other Conditions: -

- a) All the deployed staff will be dressed professionally, wearing formal attire, and will carry ID cards approved by the ULB."
- b) Successful bidder will follow CPHEEO manual 2016 (solid waste management rules).
- c) All other works as directed by Commissioner; Municipal Corporation shall be in the scope of work.

- 2.3.1 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from solid waste management services during each of the 3 (three) financial years preceding the PDD and the amount received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.3.2 The Applicant should submit a Power of Attorney while signing the document.
- 2.3.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.3.4 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.3.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information

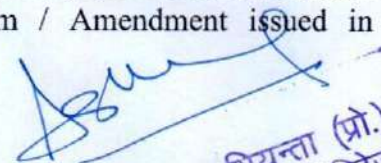
2.3 Conflict of Interest

2.3.1 A bidder shall not have a conflict of interest that may affect the Selection Process (the "**Conflict of Interest**"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2 The Authority requires that Project Implementation Unit provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

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- 2.4 Number of Proposals**
No bidder shall submit more than one Application for bidding.
- 2.5 Cost of Proposal**
The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process. Also, the salaries to be paid shall be more than minimum wages of the state to the staff deployed on various post by the bidder.
- 2.6 Visit to the Authority and verification of information**
Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.
- 2.7 Acknowledgement by Applicant/bidder**
- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- made a complete and careful examination of the RFP;
 - received all relevant information requested from the Authority;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause mentioned in RFP;
 - satisfied itself about all matters, things and information, including matters referred to in Clause mentioned in RFP herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - acknowledged that it does not have a Conflict of Interest; and
 - Agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.8 Right to accept or reject any or all Proposals**
- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject any or all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore and shall be acceptable to all bidders.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
- at any time, a material misrepresentation is made or discovered, or
 - The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- A. DOCUMENTS**
- 2.9 Contents of the RFP**
- 2.9.1 This RFP comprises the Disclaimer set forth here in above, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance
- Request for Proposal**
- Introduction
 - Instructions to Applicants
 - Criteria for Evaluation


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4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail () so as to reach before the date mentioned in the NIT. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for Project Implementation Unit shall be sent to the office of "- The Commissioner, Nagar Nigam Jaipur Heritage "

The Authority shall endeavor to respond to the queries within the period specified prior to the PDD. The Authority will post the reply to all such queries on the Official Website and no copies thereof will also be circulated to Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any queries or provide any Clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

2.11.2 All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD if needed.

B. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online.

2.13.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or

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- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified by a notary public shall accompany the Proposal.

- 2.13.3 Applicants should note the PDD, as specified in Clause for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in RFP. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the digitally signed technical proposal online at eprocrajasthan.gov.in, jaipurmcheritage.org and sppp in the formats (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Applicant shall ensure that:
- (a) The Bid Security is provided as per the provisions.
 - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (c) power of attorney executed as per Applicable Laws;
 - (d) RFP;
 - (e) Failure to comply with the requirements spelt out in this RFP shall make the Proposal liable to be rejected.
- 2.14.3 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.4 The proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that bidders should be able to complete Project Implementation Unit within the specified time schedule. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of bidder.
- 2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as Project Implementation Unit either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or bidders, as the case may be.
- 2.14.7 In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

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2.15 Financial Proposal

- 2.15.1 The Financial Proposal shall be submitted online only and digitally signed in the formats at APPENDIX-IV (the “**Financial Proposal**”) clearly indicating the total cost of Unit in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal of Unit, these shall normally cover remuneration for all manpower, management charges of agency, lodging, boarding, food expenses, travel expenses - local or outstation of all staff working for the project. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall consider all expenses. For the avoidance of doubt, it is clarified that all compliance shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. Only GST shall be paid as extra if applicable. No price escalation shall be paid to the bidder.
 - (iii) Costs shall be expressed in INR.

2.16 Submission of Proposal

- 2.16.1 The Applicants shall submit the Technical & Financial Proposal online only.
Online Submission: Digitally Signed scanned copy of “Technical Proposal” shall be uploaded in the prescribed format and supporting documents along with Bid Security. Similarly, the original, „Financial Proposal” shall be placed in a digitally marked „Financial Proposal” and shall contain the financial proposal in the prescribed format. The completed Proposal on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of bidders under the Agreement.
Offline Submission: N/A

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted on the Proposal Due Date specified.
- 2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with the RFP.

2.18 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Withdrawal of Proposals

- 2.19.1 The Applicant may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be:
- a) submitted in accordance with Clause 2.16 and the respective envelopes shall be clearly marked „WITHDRAWAL”; and
 - b) Received by the Client prior to the deadline prescribed by the Client for submission of Proposals.

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2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to Project Implementation Unit.

2.19.3 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.

2.20 Bid Security / EMD

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security as per NIT by making online payment on the client's web portal; acknowledgement receipt of the payment made shall be duly attached with the e-bid document.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy here under or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in RFP.
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in 2.28 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in RFP

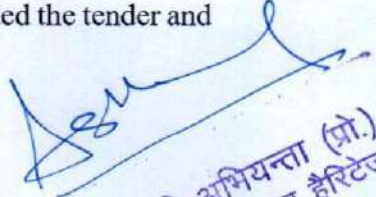
2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal.

2.21.2 An amount of the value 5% to be deposited in the form Bank Guarantee/Fixed Deposit/ NSC etc. in name of Nagar Nigam Jaipur Heritage.

2.22 Evaluation Process Award Criteria

The bidder whose marks are highest as per QCBS criteria shall be awarded the tender and will be the successful bidder.


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Evaluation points –

Sr. no.	Particulars	Criteria	Maximum Marks
1	Project of - Consultancy work experience – (Project Management Unit / city support unit/Project Management Consultancy, Project Implementation Unit) for local body of population more than 10 lakhs in past 3 years.	Experience of working in one or more local body.	Work order / agreement showing satisfactory working from LOCAL BODY One ULB – 5 Two ULB – 10 Three ULB- 15 Four ULB – 20 Maximum Marks- 20
2	Experience in managing/ handholding of bulk waste generators for disposal of waste generated at source	Work order / agreement of any local body.	Work order / agreement + certificate from LOCAL BODY - 5 marks Maximum Marks- 05
3	Agency should have valid ISO Certificates	ISO REGISTRATION – 1 Marks for Each ISO ISO 14001:2015 ISO 18001:2007 ISO 9001:2015 SA 8000: 2014 ISO 30409:2016	Accredited certificates to be submitted Total marks - 5 Maximum Marks- 05
4	Achievement and award under SBM 2.0 A. Any ULB received 5/7 star for whom bidder has worked. B. ODF++ certification achieved by at least 2 ULB's C. Water + certificate achieved by at least one ULB.	Work order/certificate provided by the ULB of population more than 10 lacs to be submitted	1. Any one ULB received 5/7 star for whom bidder has worked. – 5 marks 2. ODF++ certification achieved by at least 2 ULB's – total 5 marks – 2.5 marks for each ulb 3. Water + certificate achieved by at least two ULBs. – 10 marks – 5 marks for each ulb. Maximum Marks-20
5	Experience of social media management, creative designing, PR management for swachh bharat mission/ solid waste management work for any ULB or social media management, creative designing, PR management for any Govt. Department/Autonomous Body	Work order / agreement of any local body.	10 marks Maximum Marks-10
6	The bidder should have experience of door-to-door collection & transportation of waste, processing of waste, IEC work under swachh bharat mission frany ULB.	Specific work under Swachh Bharat Mission for any local body.	Work order & agreement mentioning all the work shall be considered - 10 marks Maximum Marks-10
7	The bidder should have experience of managing integrated command and control center for D2D vehicles (ICT work) under SwachhBharat mission.	One work order of Monitoring of GPS control room for solid waste management work under Swachh Bharat mission work for any ULB.	Work order /agreement and satisfactory certificate from client - 5 marks Maximum Marks-05

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8	The bidder should have experience of operation & maintenance of processing plant.	Work order / agreement shall be submitted by the bidder	One work order – 5marks Two work order – 10 marks Maximum Marks-10
9	Methodology and work plan	Methodology and work plan shall be given by bidder	1. Understanding of the project & pain areas – 5 marks 2. Team & Project management approach – 5 marks 3. Break up of tasks to be carried out – 2.5 marks 4. Identification of deliverables – 2.5 marks Maximum Marks-15
10	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 to open financial bid.

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;

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

Where P_L = Lowest Price; offered by L1:

P = Price of the proposal being considered.

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


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

Where

P_L - Lowest Offer Price, offered by L1

P- Price of the proposal being considered.

T- Technical Score


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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.

Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

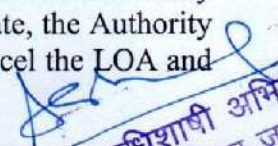
C. APPOINTMENT OF BIDDER

2.25 Indemnity

Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.26 Award of Tender

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 14 (fourteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.


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2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 2.27. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of Assignment

Bidder shall commence the Services at the Project site within 7 (seven) days of the date of the agreement, or such other date as may be mutually agreed. If Project Implementation Unit fails to either sign the Agreement as specified or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

3. Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicant/ bidders, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by bidder to the Authority in relation to tender shall be the property of the Authority.

3.1.1 Eligible Assignments and eligible bidders

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, experience relating to projects under Swachh Bharat Mission related to municipal waste management; bidders who have experience of project implementation work related to solid waste management chain and not just involved in consultancy work (implementation related to door to door collection, transportation of waste, processing of waste, IEC for behavioral change should only participate.

3.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out as per clause 2.22

Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 2.22.

For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form-2 of Appendix-II, will be considered.

The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if

any, in costing any item shall not entitle Project Implementation Unit to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of Project Implementation Unit.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant, as the case may be, is found by the Authority to have directly or indirectly or through an agent,

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engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Project Implementation Unit shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Project Implementation Unit, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Project Implementation Unit/ adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

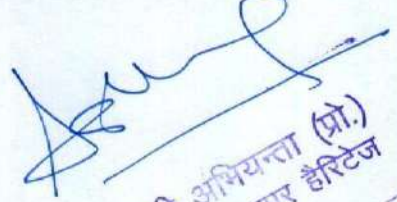
5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions

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or other information and/or evidence submitted by or on behalf of any Applicant.


- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 5.6 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, MUNICIPAL CORPORATION JAIPUR HERITAGE shall be taken prior to take up any work under this head. The bidder shall submit minimum two quotations for which approval is sought.


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SCHEDULE – 1
(See Clause 1.1.3)

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

Terms of Reference (TOR)


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Terms of Reference (TOR)

1. Objective(s) of the Assignment

To Provide Administrative, Technical and Support Staff for the ULB Mission for implementation of Sustainable Solid Waste Management.

- a) Dissemination of national level campaigns regarding various components of SBM Urban;
- b) Promotion of national level initiatives such as Swachh Survekshan, ODF+/ ODF++/ Water+ and Garbage Free certifications etc;
- c) Organization of national level people centric events to raise advocacy for Garbage Free India.
- d) Dissemination of State/ ULB level campaigns regarding various components of SBM-U 2.0, including through interpersonal communication.
- e) Promotion of good practices at household/ individual level, collectives, RWAs, schools/ colleges, market associations etc;
- f) Organization of promotional events (such as „plog“ runs, mass triggering activity, competitions etc.) related to SBM-U 2.0.

3. Scope of Services

The Project Implementation Unit Will Provide Support to the ULB's Officials Across All Mission Components, I.E.C Program Management, Capacity Building, Monitoring & Evaluation and Effective Use of ICT And Sanitation Technologies.

- To ensure segregation (Wet, Dry, Sanitary, Domestic Hazardous) of solid waste at source as per the latest toolkit of Swachh Bharat Mission, CPHEEO norms 2016 and latest MoHUA guidelines.
- Capacity Augmentation of Municipal Corporation field staff.
- Monitoring of Garbage Vulnerable Spots and Dhalaow Ghar to keep the area garbage free.
- The bidder shall take up baseline survey and submit the same to the authority for review and approval within 30 days of mobilization. The report shall be perused to the authority and subsequently the bidder has to proposed the Key Performance Indicators (KPI's) for monitoring of the KPI's.
- The bidder shall submit CV's of all the staff before mobilization to the authority and got the same approved from the authority. The authority shall promptly review the CV's and convey the decision of approval / non-approval of CV's within 7 days time.
- Promotion of Decentralized waste treatment and promotion of 4Rs (Refuse, Reduce, Reuse, Recycle) and concept in allocated wards.
- Monitoring and Reporting to JNN about day-to-day door to door collection in segregated manner, cleaning and maintenance of transfer station, cleaning and maintenance of all the public and community toilets, urinals and sanitation work in the wards.
- To undertake thematic cleanliness drives as per the guideline of Swachh Bharat Mission (Urban) in all slum and residential areas, schools, main markets, bus stations, railway stations, parks, hospitals, restaurants and religious places of city.
- To ensure that the defaulters list is provided to JNN for initiating appropriate action in accordance with the Municipal acts.
- The non-audited waste generating units should also be brought to the notice of Municipal Commissioner for appropriate action.
- Promote and help ULB in monitoring of Primary collection and cleaning of entire ward area i.e. door to door collection in assign wards, collection and removal of road side waste dumps, collection and cleaning of waste bins, cleaning of drains and cleaning of

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entire ward area and back-lanes.

- Plan and run extensive drives and campaigns to make a plastic free city.
- Identify the existing rag pickers and submit a plan for inclusion of these rag pickers in formal system for their sustainable livelihood.
- Bidder shall submit monthly time sheet of activities undertaken by the staff. The bidder shall also submit the report for the milestones and activities carried out in the quarter and the marking score obtained as per guideline of the MoHUA. The authority may review the time sheets of the staff deployed by the agency and suggest corrective measures for the same. The authority may also ask the agency to de-mobilize the non performing staff in writing to the bidder. The bidder shall be given 14 days' time to replace the de-mobilized staff with equivalent or higher qualification. In case of failure to deploy the replacement staff within the stipulated time authority shall impose penalty of 1% of the quoted remuneration per week subject to a maximum of 10%. It is also hereby made clear that the CV's of the replaced person shall be got approved from the authority before mobilization. The authority shall give decision within 7 days of submission of CV submitted by the bidder.

4. ULB SUPPORT

1. Will provide office space, computers and printers to the Selected Bidder for regular office works.

5. Time duration and Payments

The total duration of the Project shall be 9 months. The duration of the Project may be extended upon mutual agreement of Authority and bidder, at the same terms and conditions.

Bidder shall deploy its Personnel as per requirement of work. The Authority shall pay fee to the project implementation unit on a monthly basis on submission of the monthly progress report to the Nodal officer.

Dedicated Nodal officer shall be appointed for payment process by the authority, once the invoice is submitted by the agency with relevant document to the nodal officer, it shall be verified and approved within 14 days by the nodal officer, any kind of exercise required for verification process all shall be done by nodal officer.

After verification of invoice and reports within 30 days payment shall be made to agency.

If any kind of delay in payment from ULB side occurs due to any reason, the agency shall submit the same in writing to the Commissioner shall take appropriate measures to resolve and release the payment on immediate basis and will ensure payments are paid to the agency within time limit as mentioned in RFP.

6. Award of Contract

After completing negotiations, the employer shall issue a letter of acceptance to the successful bidder. The successful bidder will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within the time period stipulated in COD.

7. Time Schedule

Sr. No.	Activity starting from date of award of contract	Time Schedule
A.	Issue of Letter of Intent to the successful bidder	1 day
B.	Submission of Performance Bank Guarantee	A+20 days
C.	Start of work after receiving work order	C + 07 days

a) Consultation

Not later than 30 (thirty) days after Project Implementation Unit has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

b) Suspension of Agreement

Authority may, by written notice of suspension to Project Implementation Unit, suspend all payments to Project Implementation Unit hereunder if Project Implementation Unit 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

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suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to Project Implementation Unit to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by Project Implementation Unit of such notice of suspension.

8. Termination of Agreement

(a) By the Authority

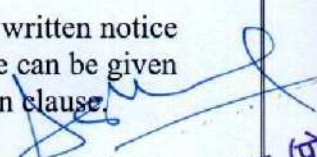
The Authority may, by not less than 30 (thirty) days" written notice of termination to Project Implementation Unit, such notice to be given after the occurrence of any of the events specified in this Clause 7 of TOR, terminate this Agreement if:

- (i) Project Implementation Unit fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (ii) Project Implementation Unit becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (iii) Project Implementation Unit submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which Project Implementation Unit knows to be false;
- (iv) any document, information, data or statement submitted by Project Implementation Unit in its Proposals, based on which Project Implementation Unit was considered eligible or successful, is found to be false, incorrect or misleading;
- (v) as the result of Force Majeure, Project Implementation Unit is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (vi) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (vii) JNN 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 part.
- (viii) If the agency fails to deliver any or all the services mentioned in scope of work within the time period specified in the contract or within extension thereof granted by JNN.
- (ix) JNN may terminate the contract in whole or part. The Authority may not less than 15 days written notice of termination to the bidder, such notice will be issued after the occurrence of events specified for the termination of this agreement.
- (x) If the bidder fails to perform any other obligation under the contract.
- (xi) If the bidder, in the judgment of JNN, has engaged in corrupt or fraudulent practices while executing the project.
- (xii) Any document or information submitted by the bidder in its proposal, based on which the agency was considered eligible or successful is found to be false, incorrect or misleading.
- (xiii) JNN may terminate the contract in whole or in part after giving a written notice of termination to the agency with notice period of 30 days. Such notice can be given after the occurrence of the any of the events specified in the termination clause.

(b) By Project Implementation Unit

Project Implementation Unit may, by not less than 30 (thirty) days" written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.10, terminate this Agreement if:

- i) the Authority fails to pay any money due to Project Implementation Unit pursuant to this Agreement and not subject to dispute pursuant hereof within 15 days after receiving written notice from Project Implementation Unit that such payment is overdue;
- ii) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 15 days (or such longer period as


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Project Implementation Unit may have subsequently granted in writing) following the receipt by the Authority of Project Implementation Unit's notice specifying such breach;

- iii) as the result of Force Majeure, Project Implementation Unit is unable to perform a material portion of the Services for a period of not less than 30 days; or
- iv) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

(c) Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 2.23 hereof; (iii) Project Implementation Unit's obligation to permit inspection, copying and Auditing of such of its accounts and records set forth in Clause 2.2, as relate to Project Implementation Unit's Services provided under this Agreement; and (iv) Any right or remedy which a Party may have under this Agreement or the Applicable Law.

(d) Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, Project Implementation Unit shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by Project Implementation Unit and equipment and materials furnished by the Authority, Project Implementation Unit shall proceed as provided respectively by Clauses 7 hereof.

(e) Payment upon Termination

Upon termination of this Agreement pursuant here of, the Authority shall make the following payments to Project Implementation Unit:

- (i) remuneration pursuant to Clause 10 hereof for Services satisfactorily performed prior to the date of termination;

(f) Disputes about Events of Termination

If either Party disputes whether an event specified, 1 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to thereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

9. OBLIGATIONS OF PROJECT IMPLEMENTATION UNIT

12.1 General

12.1.1 Standards of Performance

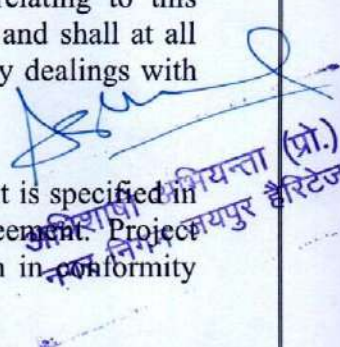
Project Implementation Unit shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and guide ULB to employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. Project Implementation Unit shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Project Implementation Units or Third Parties.

12.1.2 Terms of Reference

The scope of services to be performed by Project Implementation Unit is specified in the Terms of Reference (the "TOR") at Annexure-1 of this Agreement. Project Implementation Unit shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

12.1.3 Applicable Laws

Project Implementation Unit shall perform the Services in accordance with the


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Applicable Laws and shall take all practicable steps to ensure that any Sub-Support Unit, as well as the Personnel and agents of Project Implementation Unit and any Sub-Project Implementation Unit, comply with the Applicable Laws.

12.2 Conflict of Interest

12.2.1 Project Implementation Unit shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

12.2.2 Prohibition of conflicting activities

Neither Project Implementation Unit nor Personnel of engaged, either directly or indirectly, In any of the following activities:

- i) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- iii) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

12.2.3 Project Implementation Unit not to benefit from commissions, discounts, etc.

The remuneration of Project Implementation Unit pursuant to Clause 10 hereof shall constitute Project Implementation Unit's sole remuneration in connection with this Agreement or the Services and Project Implementation Unit shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and Project Implementation Unit shall use its best efforts to ensure that any Sub- Support Unit, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Project Implementation Unit and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to Project Implementation Unit, without being liable in any manner whatsoever to Project Implementation Unit, if it determines that Project Implementation Unit has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

Without prejudice to the rights of the Authority under Clause 9 above and the other rights and remedies which the Authority may have under this Agreement, if Project Implementation Unit is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, Project Implementation Unit shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date Project Implementation Unit is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

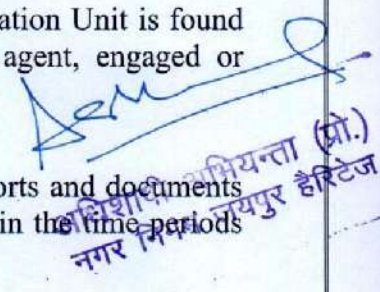
12.2.4 Reporting Obligations

Project Implementation Unit shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

12.3 Equipment and materials furnished by the Authority

Equipment and materials made available to Project Implementation Unit by the Authority shall be the property of the Authority and shall be marked accordingly.

Upon termination or expiration of this Agreement, Project Implementation Unit shall furnish forthwith to the Authority, an inventory of such equipment and materials and


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shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, Project Implementation Unit shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

12.4 Deployment of Personnel

The designations and the estimated periods of engagement in carrying out the Services by each of Project Implementation Unit's Personnel are described in Annex-2 of this Agreement.

If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and Project Implementation Unit, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value.

10. OBLIGATIONS OF THE AUTHORITY

i) Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide Project Implementation Unit, its Sub-Support Units and Personnel with work permits and such other documents as may be necessary to enable Project Implementation Unit, its Sub-Support Units or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

ii) Access to land and property

The Authority warrants that Project Implementation Unit shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to Project Implementation Unit as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to Project Implementation Unit as a result thereof pursuant to Clause 7.

iii) Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or any expenses incurred by Project Implementation Unit, then the remuneration otherwise payable to Project Implementation Unit under this Agreement shall be increased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

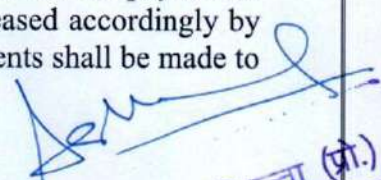
11. PAYMENT TO PROJECT IMPLEMENTATION UNIT

A) Currency of payment

All payments shall be made in Indian Rupees. Project Implementation Unit shall be free to convert Rupees into any foreign currency as per Applicable Laws.

B) Mode of billing and payment

- (a) The payment shall be done on monthly basis. The monthly bills shall be submitted by the agency. The officer incharge/nodal officer designated by the municipal Commissioner shall verify the acceptable bills within 15 days from the date of submission. The payment shall be made not later than 30 days from the date of verification by the authorized person/officer incharge/nodal officer.
- (b) The Commissioner shall take suitable actions against officer incharge/nodal officer for not verifying the bills in stipulated period given in the RFP
- (c) The Bidder shall not be responsible for non-performance or break in service due to non – payment of monthly bills on timely basis.


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12. LIQUIDATED DAMAGES AND PENALTIES

i) Performance Security

a) The balance remaining out of the Performance Security shall be returned to Project Implementation Unit at the end of 2 (two) months after the expiry of this Agreement. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to Project Implementation Unit hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

ii) Liquidated Damages

a) Encashment and appropriation of Performance Security

b) The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to Project Implementation Unit in the event of breach of this Agreement or for recovery of liquidated damages.

iii) Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, warning may be issued to Project Implementation Unit for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority. Bidder shall submit monthly time sheet of activities undertaken by the staff. The bidder shall also submit the report for the milestones and activities carried out in the quarter and the marking score obtained as per guideline of the MoHUA. The authority may review the time sheets of the staff deployed by the agency and suggest corrective measures for the same. The authority may also ask the agency to de-mobilize the non performing staff in writing to the bidder. The bidder shall be given 14 days' time to replace the de-mobilized staff with equivalent or higher qualification. In case of failure to deploy the replacement staff within the stipulated time authority shall impose penalty of 1% of the quoted remuneration per week subject to a maximum of 10%. It is also hereby made clear that the CV's of the replaced person shall be got approved from the authority before mobilization. The authority shall give decision within 7 days of submission of CV submitted by the bidder.

13. SETTLEMENT OF DISPUTES

i) Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

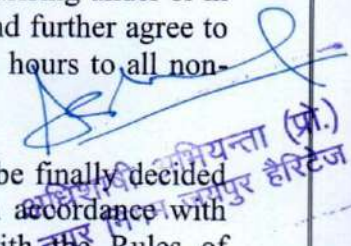
ii) Dispute resolution

a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 12.3.

b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

iii) Arbitration

a) Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 12.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.


The signature is in blue ink. Below it is a blue circular stamp with text in Hindi: "आर.डी.ए. (प्र.)" and "नगर विकास विभाग, जयपुर हैरिटेज".

- b) There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- c) The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and Project Implementation Unit and the Authority agree and undertake to carry out such Award without delay.
- d) Project Implementation Unit and the Authority agree that an Award may be enforced against Project Implementation Unit and/or the Authority, as the case may be, and their respective assets wherever situated.
- e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Project Implementation Unit:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

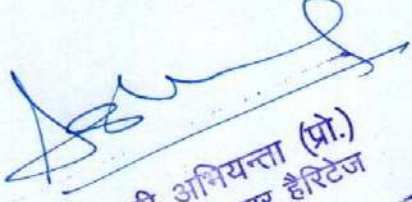
(Signature)

(Name)

(Designation)

(Address)

2.


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FORM TECH- A
LETTER OF PROPOSAL SUBMISSION

To,
[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.

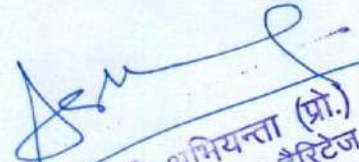
We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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:

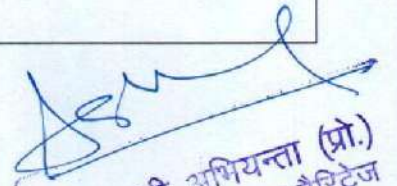

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FORM TECH- B

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

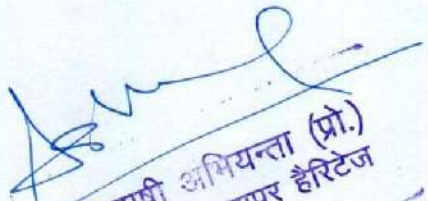
APPENDIX-I

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 ofand 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 Tittle"**.

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

.....

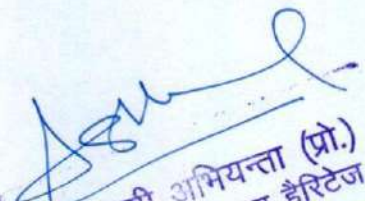
(Signature)

(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

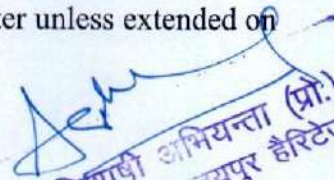
FORMAT FOR BID SECURITY

(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)

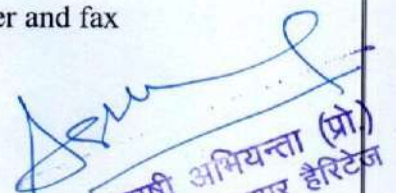
By the hand of Mr.....

(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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नगर निगम जयपुर हैरिटेज

APPENDIX-I

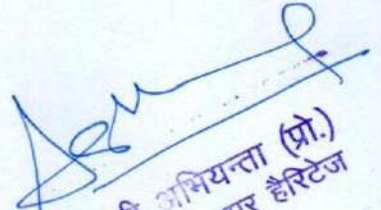
Form-4

**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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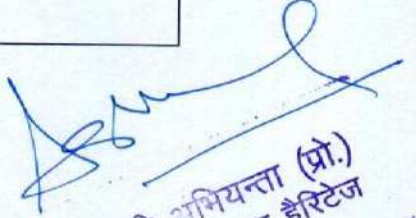
APPENDIX-II

Form-6

Abstract of Eligible Assignments of the Applicant^s

(Refer Clause 3.1)

S. No.	Name of Project	Name of Client	Amount received by the Applicant (in Rs crore) ^f
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			


अधिशायी अभियन्ता (प्रो.)
नगर निगम जयपुर हैरिटेज

APPENDIX-III

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

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

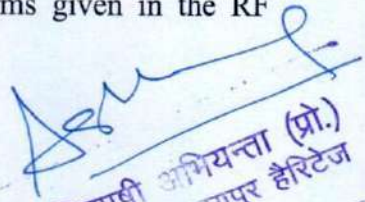
I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Project Implementation Unit for Technical and Administrative Support Unit.

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 RF


अधिराषी अभियन्ता (प्रो.)
नगर निगम जयपुर हैरिटेज

APPENDIX-IV

Financial Proposal

Form-2

Sl. No.	Item Description	Quantity	Estimated Rate in Rs. / person/ month	Total Amount
1	2	4	5	6
1	PROJECT HEAD(SWM EXPERT)	1		
2	ICT EXPERT	1		
3	GRAPHIC DESIGNER CUM Social MEDIA EXPERT	1		
4	IEC EXPERT	1		
5	DOCUMENTATION + MIS EXPERT	2		
6	ZONE INCHARGE	4		
7	Vehicles	2		
8	Stationary Charges	1		
9	Communication Charges	1		
	Total	10	Grand Total Per Month	
	Rates to be quoted by the bidder in Rs/ person / month			

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. Joint Venture (JV) not allowed in bid process.
3. All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50 percent of the Bidder's net worth. (CA certified copy).
4. RTPP ACT & RULES will be applicable in bid process.

अधिसाधी जयपुर (प्र.)
नगर निगम जयपुर हेस्टिज

OFFICE OF THE EXECUTIVE ENGINEER (Project)

NAGAR NIGAM HERITAGE JAIPUR

Jalebi chowk, Badi Chopad jaipur

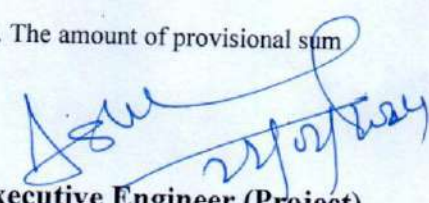
NAME OF WORK:- Selection of Project Implementation Unit under SBM for implementation of SWM Guidelines for Nagar Nigam Jaipur Heritage

H-SCHEDULE

S. No	Particulars	Qty	Based on Market Rates		
			Rate to be quoted	Unit	Amount
1	PROJECT HEAD (SWM EXPERT)	1.00		person / month	
2	ICT EXPERT	1.00		person / month	
3	GRAPHIC DESIGNER CUM SOCIAL MEDIA EXPERT	1.00		person / month	
4	IEC EXPERT	1.00		person / month	
5	DOCUMENTATION + MIS EXPERT	2.00		person / month	
6	ZONE INCHARGE	4.00		person / month	
7	Vehicles	2.00		person / month	
8	Stationary Charges	1.00		person / month	
9	Communication Charges	1.00		person / month	
	Total Amount				
	Provisional Sum				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

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 Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

- 3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:**

- 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:**

- 5. Number of affidavits and documents enclosed with the appeal:**

6. Grounds of appeal:
.....
.....
..... (Supported by an affidavit)

7. Prayer:
.....
.....

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

Annexure E

Clause 1: Fair Wage Clause

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

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

- (b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-à-Vis the Municipal Corporation Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his subcontractors,
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

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

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

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 3 :

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 4: Safety Code

The Contractor shall follow the safety code of electricity Strictly.

Clause 5:

Near Relatives barred from tendering

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

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

Clause 6: Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before, submission of the tender or engagement in the contractor's service, as the case may be.

Clause 7: Quality Control

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

Clause 8:

The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding,

temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer- in -charge, and a certificate from him, to the effect, obtained.

Clause 9: Death of Contractor

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

Clause 10 : Force Majeure

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

Clause 11: General Discrepancies and errors:

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

Clause 12 : Post payment Audit & Technical Examination:

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

Clause 13 : Check Measurements:

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

Clause 14: Check Measurements:

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

Clause 15: Recovery from Contractors:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriation in part or whole of the Performance Guarantee and / or Security Deposit. Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Department on demand the balance remaining dues.

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

Clause 16: Jurisdiction of Court:

In the event of any dispute arising between the parties hereto, in respect or any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed any by no other court, after completion of proceedings under Clause 23 of this contract.