

Tender Notice No.:

Dated: 16-06-2020

**Tender for
Supply, Installation and Commissioning of 300 TPD capacity
Automated Material Recovery Facility for Dry Municipal
Waste generated in Jaipur Municipal Area along with
Operation and Maintenance at Sewapura on PPP Model.**

**Commissioner
Municipal Corporation Jaipur
Heritage and Greater**

NAGAR NIGAM JAIPUR GREATER AND HERITAGE

F 29 () XEN/PROJECT/NNJ/2020-21/ 132

Date: 16.06.2020

NOTICE INVITING TENDER No.01

Municipal Corporation Jaipur Greater and Heritage invites online bids through www.eproc.rajasthan.gov.in for following works from the bidders fulfilling eligibility criteria's.

S.N.	Name of Work	Cost of Tender form in Rs.	Processing Fee	Bid Security Deposit in Rs.	Project execution period
1	Supply, Installation and Commissioning of 300 TPD (1 shift) capacity Automated Material Recovery Facility for Dry Municipal waste generated in Jaipur Municipal Area along with Operation and Maintenance at Sewapura on PPP Model.	20,000/- (Online)	1000/- (Online)	20,00,000/-	9 Months

Tender cost and Processing fee shall be payable online at the website www.jaipurmc.org.

Bid Security shall be payable in favour of "Commissioner, Municipal Corporation Jaipur" payable at Jaipur in form of BG issued by any nationalized/ scheduled bank with validity of minimum 6 months or pay online at www.jaipurmc.org (scanned receipt of which is to be uploaded online at www.eproc.rajasthan.gov.in).

Key Dates:

Nib Publication Date and Time	:	16.06.2020 at 1500Hrs.
Nib Download Start Date & Time	:	16 .06.2020 at 1600 Hrs.
Pre Bid Meeting Date and Time	:	26.06.2020 at 1500 Hrs
Nib Submission Start Date & Time	:	03.07.2020 at 1600 Hrs
Nib Submission End Date & Time	:	20.07.2020 till 1500 Hrs.
Technical Bid Opening date	:	21.07.2020 at 1600 Hrs.

1. All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT.
2. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Bid Security;
 - iii) Submit a check list; and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet.

3. Pre-qualification – Prequalification conditions, as applicable, are given in the Bid Data Sheet.
4. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

**Commissioner & Administrator
Municipal Corporation Jaipur
Greater and Heritage**

Tender Document

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- deposit the Bid Security;
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Details can be seen in the Bid Data Sheet.

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**Commissioner & Administrator
Municipal Corporation Jaipur
Greater and Heritage**

SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)
A. GENERAL

1. SCOPE OF BID

Supply, Installation and Commissioning of 300 TPD (1 shift) capacity Automated Material Recovery Facility for Dry Municipal waste generated in Jaipur Municipal Area along with Operation and Maintenance for 7 years at Sewapura on PPP Model.

2. GENERAL QUALITY OF WORK:

The work shall have to be executed in accordance with the drawings (prepared by Contractor and approved by the competent authority), technical specifications specified in the Bid Data Sheet/Contract Data, and shall have to meet high standards of workmanship, safety and security. The Municipal Corporation Jaipur Heritage and Greater shall provide 300 TPD (Average) dry wastes for processing. The contractor shall utilize the dry waste to the maximum. The contractor shall not be allowed to discard more than 15% of the total waste as rejects. The contractor should prepare report about the working of the plant on daily basis and submit the report to the Municipal Corporation Jaipur Heritage and Greater on monthly basis. The formats of the reporting shall be as decided by JMC.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet.

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity, joint venture is not allowed.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the Municipal Corporation Jaipur.

6. SITE VISIT AND EXAMINATION OF WORKS

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. All costs shall have to be borne by the bidder.

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.

4. Specifications
 5. Priced Bill of Quantities
 6. Technical and Financial Bid
 7. Letter of Acceptance
 8. Agreement and
 9. Any other document(s), as specified.
8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.

9. **PRE-BID MEETING**

A pre-bid meeting shall be organized on the date specified in the bid data sheet. Also, any queries regarding the project may be sent to Municipal Corporation Jaipur Heritage and Greater office. The queries shall generally be replied within 7 days of the query made by the prospective bidder in writing.

10. **AMENDMENT OF BID DOCUMENTS**

11.

- 11.1 Before the deadline for submission of bids, the Procuring Entity may amend or modify the Bid Documents by publication of the same on the website.
- 11.2 All amendments shall form part of the Bid Document.
- 11.3 The Procuring Entity may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. PREPARATION OF BID

12. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

13. **DOCUMENTS COMPRISING THE BID**

The bid submitted online by the bidder shall be in the following parts:

Part1—This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet
- ii. Payment of the cost of Bid Document;
- iii. Bid Security; and
- iv. An affidavit duly notarized.

Part2—This shall be known as **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part3—This shall be known as Online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed enclosed with the Bid Data Sheet.

14. **LANGUAGE**

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

15. TECHNICAL PROPOSAL

15.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

15.2 All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his Bid Security deposit, if any document/information is found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

15.3 PPP

a. Public Private Partnership (PPP) partner will have to make all the investment required for setting up and operation & Maintenance of the project.

b. The Authority shall allocate land for the project to the Contractor on lease/ license for the period of Contract for 7 years which can be extended to further on mutual agreement. The amount of lease shall be Re 1 per sq/mt per annum.

16. FINANCIAL BID

i. The bidder shall have to quote rates in format referred in Bid Data sheet.

ii. Amount shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.

iii. The bidder shall have to quote amount payable to Municipal Corporation Jaipur Heritage and Greater per annum. Any GST or taxes, duties etc applicable during the contract duration shall be paid by the contractor as extra as applicable.

17. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in Bid Data Sheet after the date of “close for bidding” as prescribed by the Procuring Entity. The validity of the bid can be extended by mutual consent in writing.

18. BID SECURITY DEPOSIT

18.1 The Bidder shall furnish, as part of the Bid, Bid Security Deposit, of the amount specified in the Bid Data Sheet.

18.2 The Bid Security shall be in the form of Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. However, other forms of Bid Security may be allowed by the Procuring Entity by mentioning it in the Bid Datasheet.

18.3 Bid not accompanied by Bid Security shall be liable for rejection as non-responsive.

18.4 Bid Security of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.

18.5 Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.

18.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the Bid Security deposit.

D. SUBMISSION OF BID

19. The bidder is required to submit online bid duly signed digitally, and **Envelope "A" and "B"** in physical form also at the place prescribed in the Bid Data Sheet.

E. OPENING AND EVALUATION OF BID

20. PROCEDURE

- 20.1 **Envelope 'A'** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and **Envelope "B" and/or "C"** of such bid shall not be opened.
- 20.2 Wherever **Envelope 'B'** (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the **Envelope 'B'**. **Envelope 'C'** (Financial Bid) of bidders who are not qualified in Technical Bid (**Envelope 'B'**) shall not be opened.
- 20.3 **Envelope 'C'** (Financial Bid) of the qualified bidders shall be opened online at the time & date notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**.
- 20.4 After opening **Envelope 'C'** all responsive bids shall be compared to determine the **highest paying bidder**.
- 20.5 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 20.6 The Procuring Entity reserves the right of accepting the bid for the whole work or for a distinct part of it.

21. CONFIDENTIALITY

- 21.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- 21.2 Any attempt by a bidder to influence the Procuring Entity in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

22. AWARD OF CONTRACT

The Procuring Entity shall notify the successful bidder (**Highest amount paying bidder to Municipal Corporation Jaipur**) by issuing a ‘Letter of Acceptance’ (LOA) that his bid has been accepted.

23. PERFORMANCE SECURITY

23.1 Prior to signing of the Contract the bidder to whom LoA has been issued shall have to furnish performance Security of the amount, form and duration, etc. as specified in the Bid Data Sheet.

23.2 Additional performance security, if applicable, is mentioned in the Bid Data Sheet and shall be in the form and for the duration etc. similar to performance security

24. SIGNING OF CONTRACT AGREEMENT

24.1 The successful bidder shall have to furnish Performance security and additional performance security, if any, and sign the contract agreement within 15 days of issue of LOA.

24.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Procuring Entity to the contractor for commencement of work.

24.3 In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his Bid Security shall stand forfeited without prejudice to the right of the Procuring Entity for taking action against the bidder.

25. CORRUPT PRACTICES

The Procuring Entity requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Procuring Entity:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. “**fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. “**Collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

End of ITB

BID DATA SHEET

General

S.N.	Particulars	Data
1	Office inviting Tender	Municipal Corporation Jaipur
2	NIT No.	_____ Date: 16-06-2020
3	Date of NIT	As per NIT
4	Bid document download available from date & time	As per NIT
5	Website link	http://www.eproc.rajasthan.gov.in

Section 1– NIT

Clause Reference	Particulars	Data
2	Portal fees	Rs. 1000/- (I favour of Managing Director, RISL Jaipur payable at Jaipur)
3	Cost of bid document	Rs.20,000/-
	Cost of bid document payable at	Jaipur
	Cost of bid document in favour of	Commissioner, Municipal Corporation Jaipur
4	Affidavit format	Annexure B
5	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
6	Special Eligibility	-
	If Yes, details	As per Annexure D
7	Key Dates	Annexure A

Section 2–ITB

Clause Reference	Particulars	Data
1	Name of work	Supply, Installation and Commissioning of 300 TPD capacity Automated Material Recovery Facility for Dry waste along with Operation and Maintenance at Sewapura on PPP Model
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	No
	If yes, requirement for JV	-
9	Pre-bid meeting to held	Yes
	If Yes, Date, Time & Place	On 26.06.2020 at 15:00 HRS at Meeting Hall, Office of Municipal Corporation Jaipur
12	Envelope-A should reach in physical form to	Commissioner, Municipal Corporation Jaipur.
14	Envelope-B Technical Proposal	Annexure–I (Formats I-1 to I-5)
	Envelope-C Financial Bid	Annexure – J
15	Material to be issued by the department	-
16	Period of Validity of Bid	120 Days
	Bid Security Deposit	Rs.20.00 Lakh

Clause Reference	Particulars	Data
		(Rupees Twenty Lakh Only)
17	Forms of Bid Security Deposit	i. Bank Guarantee ii. FDR/ e-FDR payable at Jaipur iii. Demand Draft of Nationalized / Scheduled Commercial Bank payable at Jaipur
	Bid Security valid for a period of	120 days
	FDR (Fixed Deposit Receipt)/ DD/BG must be drawn in favour of	Commissioner, Municipal Corporation Jaipur
21	Letter of Acceptance (LoA)	Annexure L
22	Amount of Performance Security	5% of the annual amount quoted by the bidder for 7 Years in form of BG / FDR (Amount = 5% of Annual amount quoted by bidder x 7)
	Additional Performance Security, if any (as per clauses 22.2, 23.1)	--
	Performance security in the format	Annexure M
	Performance security in favour of	Commissioner, Municipal Corporation Jaipur
	Performance security valid up to	for 7 Years in form of BG / FDR

KEY DATES & EVENTS

As per the key dates given in the NIT

Bid Security deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in Bid Data Sheet, before specified start time and date of opening of technical proposal as per key dates in Bid Data Sheet.

| | **AFFIDAVIT** | |

(To be contained in Envelope A)
(On Non-Judicial Stamp of Rs.100)

I/we _____ who is/are _____ (status in the firm/company) and competent for submission of the affidavit on behalf of M/S _____ (name of the bidder) do solemnly affirm an oath and state that: I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of the Work) dated _____ issued by the _____ (name of the Authority).

I/we are fully responsible for the correctness of following self-certified information/ documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
 - a. Term deposit / Demand Draft / Bank Guarantee submitted as Bid Security Deposit, and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/We, _____ above deponent do here by certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Annexure –C

(See clause 5 of Section 1NIT)

PRE-QUALIFICATIONS CRITERIA

A) The bidder should have an Average Annual Financial Turnover of Rs. 10.00 Crore during last 3 financial years.

B) The bidder should be a Manufacturer/Supplier and must have experience of Supply, installation and commissioning of at least one Automated Material Recovery Facility for Dry Municipal Waste of 100 TPD within last 5 years in India or Abroad.

Note:

Bidders are required to submit the corresponding Work Order copies & Execution/Completion Certificates. Municipal Corporation Jaipur Heritage and Greater may call for original certificates for verification.

If required a team of Municipal Corporation Jaipur Heritage and Greater may visit the plant established by the bidder.

SPECIAL ELIGIBILITY CRITERIA

Deleted

Annexure – E

(See clause 2 of Section 2-ITB& Clause 10 of GCC)

SPECIFICATIONS

Municipal Corporation Jaipur Heritage and Greater shall provide 4 acres land for setting up of 300 TPD capacity Automated Material Recovery Facility for Dry Municipal waste along with Operation and Maintenance for 7 years at Sewapura on PPP Model. All the works required for establishment of the plant is to be done by the successful bidder at his own cost. On the completion of project duration entire assets shall be handed over to Municipal Corporation Jaipur Heritage and Greater and shall be transferred on the name of Municipal Corporation Jaipur Heritage and Greater without any financial liability. The duration of the contract can be renewed for further similar duration of 7 years after completion of 1st 7 years of contract period on mutual consent of both the parties.

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

Details	Minimum Capacity
Material Recovery facility for Dry Municipal Waste	300 MT per day (1 shift)
Waste classification in Real-time SCREEN	300 MT / day
Screening Equipments – 1. 200MM plus 2. 200 - 50MMBelow. 3. 50MM below	25MT/hr
Air Classifier System – Density Separation & Pneumatic ejection system for plastic films	15MT/hr
Overhead Magnetic System	3 Nos
Conveyor Belts – Modular - 1000/900/800/600 MM	Various sizes approx. 500 Mtr
Automatic NIR Optical Sorter Machines & Eddy Current Separators	Sizing to be done by operator as per the plant capacity of 300 TPD (1 Shift)
Robotic Waste sorting solution 3 units	5 MT/day each
Plastic Processing Robotic / Machines to separate the waste in terms of Polymer types and color	3 MT/hr
Continuous Bailing Machine - PET/ PAPER	8 MT/hr
Shredder for RDF - 100MM below (2 nos)	10 MT/hr& 6 MT/hr capacities
Screw Conveyor	To lift the waste of appropriate capacity
Bobcat / forklift	4 Nos (minimum)
Misc – Electric and civil	To be done by the contractor

PROCEDURE FOR PARTICIPATION IN E-TENDERING

1. Registration of Bidders on e-Tendering System

All the registered bidders already registered on the new e-procurement portal <https://www.eproc.rajasthan.gov.in>. The user id will be the contractor ID provided to them from Online Portal. The password for the new portal as communicated to the bidders registered email ID. For more details, may refer online portal.

2. Digital Certificate:

The bids submitted online should be signed electronically with a class III Digital Certificate to establish the identity of the bidder submitting the bid online. The bidders may obtain class III Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, Government of India.

Note:

- i. It may take up to 7 working days for issuance of class III digital certificate; hence the bidders are advised to obtain the certificate at the earliest. Those bidders who already have valid class III digital certificate need not obtain another Digital Certificate for the same.
- ii. Bids can be submitted till bid submission end date. Bidder will require digital signature while bid submission. The digital certificate issued to the authorized user of a partnership firm/ Private limited company/ Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/ power of attorney to that user.

In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.

In case of Private Limited company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/ Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.

3. Key Dates:

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Department.

4. Preparation and Submission of Bids

The bidders have to prepare their online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

5. Purchase of Bid Document

For purchasing of the bid document bidders have to pay Service Charge online only which is Rs. [as per Bid Data Sheet]. Cost of Bid document is separately mentioned in the detailed NIT. The Bid Document shall be available for purchase to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates.

6. Withdrawal, Substitution and Modification of Bids

Bidder can withdraw and modify the bid before submission end date.

Note:

- *Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.*
- *Bidder must positively complete online e-tendering procedure at www.eproc.rajasthan.gov.in*
- *Municipal Corporation Jaipur Heritage and Greater shall not be responsible in any way for delay/ difficulties/ inaccessibility of the downloading facility from the website for any reason what so ever.*
- *In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.*
- *Municipal Corporation Jaipur Heritage and Greater reserves the right for extension of due date of opening of technical bid.*

ANNEXURE-G
(See clause 4 of Section2-ITB)

JOINT VENTURE (J.V.)

Not Applicable

ANNEXURE-H

(See clause 12 of Section 2 ITB& clause 4 of GCC)

ORGANIZATIONAL DETAILS (To be enclosed with technical proposal)

S.N.	Particulars	Details
1.	Registration certificate	
2.	PAN, GST, Address Proof	
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act- 1956)/ Corporation	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	Details of Authorized Representative	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

Note: In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.

Signature of Bidder with Seal

Date:

Annexure –I

(See clause 14 of Section 2 of ITB)

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

S.N.	Particulars to be submitted	Format
1.	Annex A, B, C & D as per RTPP Rules.	As per RTPP Rules.
2.	GST Registration Certificate	
3.	Financial and Physical Experience	(Format: I - 1)
4.	Annual Turnover	(Format: I - 2)
5.	List of technical personnel	(Format: I - 3)
6.	List of Key equipment/ machine/s in quality control labs	(Format: I - 4)
7.	List of Key equipment/ Machines for Construction Work	(Format: I - 5)
8.	Declaration in compliance of Section 7 and 11 of the RTPP Act 2012.	(Format: I - 6)
9.	Declaration regarding not debarred/blacklisted by the Central Government/ State Government or Any Public Sector Undertaking (On Non – judicial stamp paper of Rs 100/- duly attested by notary public)	
10.	List of Equipment to be installed with detailed specifications	Pl. Attach
11.	Process flow chart with manpower requirement and other infrastructure facilities proposed by the bidder.	Pl. Attach

Note:

1. If detailed technical proposal is not submitted in the technical bid the bid shall be rejected.
2. Technical Proposal should be duly page numbered and indexed.
3. Technical Proposal should be uploaded on website www.eproc.rajasthan.gov.in, otherwise will not be considered.

Annexure – I (Format: I -1)

(See clause 14 of Section 2 of ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

(Bidders has to furnish details along with certificates as required for the qualification purposes).

Annexure – I (Format: I -2)
(See clause 14 of Section 2 of ITB)

ANNUAL TURN OVER

Requirements:

Average Annual Financial turnover for the construction works to be provided in the following format along with the audited balance sheets approved by Chartered Accountant for the last 3 financial years.

Financial Information			
Financial Year	2016-17	2017-18	2018-19
Annual Turnover (in INR Crore)			
AVERAGE ANNUAL TURNOVER			

Annexure – I (Format: I -3)
(See clause 14 of Section 2 of ITB)

LIST OF TECHNICAL PERSONNEL

Annexure – I (Format: I -4)

(See clause 14 of Section 2 of ITB)

List of Key Equipment/ Machines proposed by the Bidder for the project

Annexure – I (Format: I -5)
(See clause 14 of Section 2 of ITB)

LIST OF EQUIPMENTS / MACHINES FOR CONSTRUCTION WORK

Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

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

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Request for Proposal issued by the Procuring Entity;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Request for Proposal;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Request for Proposal, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Request for Proposal, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name :

Designation:

Address:

FINANCIAL BID

(TO BE CONTAINED IN ENVELOPE C)

NAME OF WORK- Supply, Installation and Commissioning of 300 TPD capacity Automated Material Recovery Facility for Dry Municipal waste along with Operation and Maintenance for 7 years at Sewapura on PPP Model

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) _____(In words)_____in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to forfeit and pay to the Commissioner, Municipal Corporation Jaipur Heritage and Greater or his successors in office the sums of money mentioned in the said conditions.

**Signature of Bidder
Name of Bidder**

The above bid is hereby accepted by me on behalf of Commissioner, Municipal Corporation Jaipur Heritage and Greater dated the ___ day of ___ 20___

Signature of Officer by whom accepted

MATERIALS TO BE ISSUED BY THE DEPARTMENT

Deleted

No. _____

Dated: _____

LETTER OF ACCEPTANCE (LOA)

M/s. _____

(Name and address of the contractor)

Subject: _____
(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the (Name of Authority), at your bided offer as per scope of work given therein. You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

a. The performance security/ performance guarantee of Rs. _____ (in figures) Rupees _____ (in words only). The performance security shall be in the shape of term deposit receipt/ bank guarantee of any nationalized / schedule commercial bank.

b. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

PERFORMANCE SECURITY

To

_____ [Name of Procuring Entity]

_____ [Address of Procuring Entity]

WHEREAS _____ [name and Address of Contractor] (Hereinafter called “the Contractor”) has undertaken, in pursuance of Letter of Acceptance No. _____ Dated _____ to execute _____ [Name of Contract and brief description of works] (herein after called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of Guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till issue of physical completion certificate.

Signature, Name and Seal of the Guarantor _____

Name of Bank _____

Address _____

Phone No., Fax No., E-mail Address, of Signing _____

Authority _____

Date _____

** An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

SECTION 3 Conditions of Contract

Part – I: General Conditions of Contract [GCC]

A. GENERAL

1. DEFINITIONS

- 1.1 **“Authority”** means the Commissioner, Municipal Corporation Jaipur.
- 1.2 **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.3 **“Completion”** means completion of the work, as certified by the Engineer/ Consultant, in accordance with provisions of agreement.
- 1.4 **“Contract”** means the Contract between the Procuring Entity and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 **“Contract Data Sheet”** means the documents and other information which comprise of the Contract.
- 1.6 **“Contractor”** means a person or legal entity whose bid to carry out the work has been accepted by the Procuring Entity.
- 1.7 **“Contractor's bid”** means the completed bid document submitted by the Contractor to the Procuring Entity.
- 1.8 **“Contract amount”** means the amount of contract worked out on the basis of accepted bid.
- 1.9 **“Completion of work”** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10 **“Day”** means the calendar day.
- 1.11 **“Defect”** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12 **“Drawings”** means drawings including calculations and other information provided or approved by the Engineer/Consultant.
- 1.13 **“Department”** means Municipal Corporation Jaipur Heritage and Greater as the case maybe.
- 1.14 **“Engineer”** means the person named in contract datasheet.
- 1.15 **“Engineer in charge”** means the person named in the contract data.
- 1.16 **“Equipment”** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.17 Deleted**
- 1.18 **“Government”** means Government of Rajasthan.
- 1.19 **“In Writing”** means communicated in written form and delivered against receipt.
- 1.20 **“Material”** means all supplies including consumables used by the Contractor for incorporation in the work.
- 1.21 **“Procuring Entity”** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The Procuring Entity may delegate any or all functions to a person or body nominated by him for specified functions. The word Procuring Entity/ Government/ Department wherever used denote the Procuring Entity.
- 1.22 **“Stipulated date of completion”** means the date on which the Contractor is required to complete

the work. The stipulated date is specified in the ContractData.

1.23 **“Specification”** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

1.24 **“Start Date”** means the date 14 days after the signing of agreement for the work. However, the Procuring Entity may extend this time limit by another 14 days, as and when required.

1.25 **“Sub-Contractor”** means a person or corporate body who has a Contract (duly authorized by the Procuring Entity) with the Contractor to carry out a part of the construction work under the Contract.

1.26 **“Temporary Work”** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.

1.27 **“Tender/Bid, Tenderer/ Bidder”** are the synonyms and carry the same meaning wherever used.

1.28 **“Variation”** means any change in the work which is instructed or approved as variation under this contract.

1.29 **“Work”** the expression **"work" or "works"** where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

1.30 **“Work Plan”** means the implementation plan, including phasing of works, physical completion milestones and other such details that the Procuring Entity shall seek from time to time with respect to tracking progress of the works.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations: In the contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and vice versa.
- c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d. written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; with all Annexures
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid
8. Agreement
9. Any other document (s), as specified.

3. LANGUAGE AND LAW

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

4. COMMUNICATIONS

All certificates, notice or instruction to be given to the Contractor by Procuring Entity/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Procuring Entity/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. SUB CONTRACTING

Sub contracting shall not be permitted.

6. PERSONNEL

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the Annexure I-3 of Bid Data sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. FORCE MAJEURE

7.1 The term "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a party's control,
- b) Which such party could not reasonably have provided against before entering into the contract,
- c) Which, having arisen, such party could not reasonably have avoided or overcome, and
- d) Which is not substantially attributed to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
- (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,

- 7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. CONTRACTOR'S RISKS

- 8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

9. LIABILITY FOR ACCIDENTS TO PERSON

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the Procuring Entity, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. CONTRACTOR TO CONSTRUCT THE WORKS

- 10.1 The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data.
- 10.2 In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfillment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. DISCOVERIES

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

12. DISPUTE RESOLUTION SYSTEM

- 12.1 No dispute can be raised except before the Competent Authority (First Appellate Authority)

as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.

- 12.2 No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Procuring Entity shall not be liable for claims arising out of such disputes.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Director cum Joint Secretary, DLB, Jaipur.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.
- 12.7 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.
- 12.8 Every appeal presented to First Appellate Authority or Second Appellate Authority, as the case may be, must be in person or through registered post or authorized representative.

B. TIME CONTROL

13. PROGRAMME

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities.
- 13.2 The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. EXTENSION OF TIME

- 14.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.

15. COMPENSATION FOR DELAY

- 15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5 In the event of delay in execution of the works as per the time lines mentioned in the contract data the Engineer-in-charge shall retain from the bills of the Contractor Amount equal to the liquidated damages leviable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

16. CONTRACTOR'S QUOTE

The contractor's quoted amount can't be changed.

17. NO INTEREST PAYABLE

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

18. TAX

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of GST and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But the rates shall be excluding excise duty exemption on pipes as per Norms

19. TERMINATION BY ENGINEER INCHARGE

- 19.1 If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 19.2 The Engineer in charge shall be entitled to terminate the contract if the Contractor
- a. Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
 - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d. the Contractor does not maintain a valid instrument of financial Security, as prescribed;
 - e. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
 - g. if the Contractor, in judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract Data.
- 19.3 In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 19.2, the Engineer in charge may terminate the contract immediately.
- 19.4 Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.
- 19.5 The contract shall be terminated if the contractor fails to pay the royalty decided in the tender for one year.**
- 19.6 If the contractor fails to treat at least 50% of the total waste consequently for 30 days a penalty of Rs. 5000 per day shall be levied from the start date of shut down.**

20. PERFORMANCE SECURITY

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if any; security remains valid for the period as specified in the Contract data.

21. SECURITY DEPOSIT

- 21.1 Security deposit shall be deducted from each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.
- 21.2 The Security deposit shall be refunded on completion of Operation and Maintenance Period of 7 years.

C. FINISHING THE CONTRACT

22. COMPLETION CERTIFICATE

- 35.1 A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.
- 35.2 After final payment (if applicabl) to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

D. OTHER CONDITIONS OF CONTRACT

23. CURRENCIES

All payments will be made in Indian Rupees.

24. LABOUR

- 24.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 24.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

25. COMPLIANCE WITH LABOUR REGULATIONS

- 25.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Procuring Entity indemnified in case any action is taken against the Procuring Entity by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Procuring Entity is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/ Procuring Entity shall have the right to deduct any money due to the Contractor including his amount of performance security. The Procuring Entity/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Procuring Entity. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Procuring Entity at any point of time.

26. JURISDICTION

This contract has been entered into the State of Rajasthan and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Jaipur or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[End of GCC]

CONTRACT DATA SHEET

Clause Reference	Particulars	Data
1.14	Procuring Entity	Municipal Corporation Jaipur
1.15	Engineer	Engineer as notified by Procuring Entity
1.16	Engineer In Charge	Executive Engineer, Municipal Corporation Jaipur
1.22	Stipulated period of completion	9 Months
3	Language & Law of Contract	English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per “Annexure – “H”
	Address & contact details of the Procuring Entity/Engineer-phone, Fax, e-mail.	-
5	Subcontracting permitted for contract value	--
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical personal not employed	As per Annexure – I (Format: I - 3)
10	Specifications	As per “Annexure – E”
	Drawings	As per “Annexure – N”
12	Competent authority for deciding dispute under Dispute resolution system	Commissioner, Municipal Corporation Jaipur
	Appellate Authority for deciding dispute under Dispute resolution system	Commissioner, Municipal Corporation Jaipur
13	Period of submission of updated construction program	15 days after signing of contract agreement and every month thereafter.
14	Competent authority for granting time permission	Commissioner, Municipal Corporation Jaipur
15	Milestones laid down for the contract	-
	If yes, details of milestone	-
	Compensation (to Procuring Entity) for Delay	As per terms of Contract
17	List of equipment for lab	-
	Time to establish	-
	Penalty for not establishing lab	-
18	Defects Liability Period for the Work	-
21	Competent authority for determining the rate	Commissioner, Municipal Corporation Jaipur
27	Any other condition for breach of contract	-

28	Penalty	Penalty shall be recovered from a. Security deposit as per clause 30 of General Conditions of Contract; and b. Compensation imposed as per clause 15 from performance security (Guarantee) including additional Performance Security (Guarantee), if
----	---------	--

Clause Reference	Particulars	Data
		any, as per clause 29 of General Conditions of Contract, whichever is higher.
29	Performance guarantee (Security) shall be valid up to	--
30	Security deposit to be deducted from each running bill	---
	Maximum limit of deduction of Security Deposit	----
31.1 (1)	Price adjustment shall be applicable	-
31.2 (4)	Weightages of Component in the work	As per Annexure R
32	32.1 Mobilization and Construction Machinery Advance applicable	-
	32.2 If yes, unconditional Bank Guarantee	-
	32.3 If Yes Rate of Interest	-
	32.4 If Yes, Type and Amount that can be paid	-
	32.5 If Yes, Recovery of Payment	-
33	33.1 Secured Advance Payable	-
	33.2 If Yes, Amount of Secured Advance	-
	33.3 If Yes, Conditions for Secured Advance	-
	33.4 If Yes, Recovery of Secured Advance	-
35	Completion Certificate – after physical completion of work	As per Annexure – U
	Final Completion Certificate – after final payment on completion of the work.	As per Annexure – V
39	Salient features of some of the major labour laws that are applicable	As per Annexure – W

(See clause 10 of Section 3 of GCC)

DRAWING

The drawing of the proposed facility with Equipment positioning has to be submitted by the bidder.

(See clause 13 of Section 3 of GCC)

DETAILS OF MILESTONE

The bidder should give the proposed time schedule milestone for construction of the facility.

PENALTY

In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Procuring Entity's default or Force Majeure, the compensation shall be levied on the contractor at the rate of Rs. 25,000 per day of delay limited to maximum of Rs. 50.00 lakh.

If the rejects form the processing of Dry municipal waste is more than 15% of the total waste a penalty of Rs. 10000 per MT shall be imposed on the contractor.

If the plant remains shut down for more than 3 days or material is not processed for more than 3 days a penalty of Rs. 5000 per day from the start date of shut down shall be imposed on the contractor.

The decision of Commissioner, Municipal Corporation Jaipur Heritage and Greater shall be final and binding upon both the parties.

Annexure – Q
List of Equipment for Quality Control Laboratory

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Price

The Amount that shall be paid by the bidder annually to Municipal Corporation Jaipur Heritage and Greater has to be quoted by the bidder on lump sum basis.

The Successful bidder has to deposit a Bank Guarantee against the amount quoted by the bidder to be paid to Municipal Corporation Jaipur Heritage and Greater annually in advance as Security Deposit.

The annual amount quoted by the bidder in the price bid shall be paid by the bidder to Municipal Corporation Jaipur Heritage and Greater in four equal installments on quarterly basis. For any delay in the payment of royalty amount by the contractor shall attract a interest of 12% per annum.

The amount quoted by the successful bidder shall be increasedst by 5% every year on the previous year's amount. The revision in the rate shall be done on 1st of April every year.

The assets including machines and civil works shall be transfer to Municipal Corporation Jaipur Heritage and Greater in good working condition at the end of the contract term.

In case at the hand over the Project the machines are not in good working condition and requires maintenance, it shall be done by the bidder at his own cost. If bidder is not willing to do the same it shall be done by the Municipal Corporation Jaipur Heritage and Greater on cost of contractor. Such expenses shall be deducted from the performance security of the contractor.

ANNEXURE –S
(See clause 32 of Section 3 of GCC)

**BANK GUARANTEE FORMAT
FOR MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE**

Not Applicable

Annexure –T
(See clause 33 of Section 3 of GCC)

BANK GUARANTEE FORM FOR SECURED ADVANCE

Not Applicable

PHYSICAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs _____

Certified that the above-mentioned work was physically completed on. (Date) and taken over on.(Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Engineer/Consultant

FINAL COMPLETION CERTIFICATE

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Certified that the above-mentioned work was physically completed on(date) and taken over on(date).

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue: _____

Engineer/Consultant Municipal
Corporation Jaipur

Salient Features of Some Major Labour Laws Applicable

- (a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say,15days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Procuring Entity plus workers at the rate prescribed (say,10% or 8.33%).The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be.'
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Procuring Entity by Law. The principal Procuring Entity is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Procuring Entity if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Procuring Entity is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the

establishment.

- (k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Procuring Entity on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and Procuring Entitys. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation so employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) Inter -State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Procuring Entity of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Procuring Entity to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 3: Conditions of Contract – Part II

Special Conditions of Contract [SCC]

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0	The prices shall be fixed. No price adjustments shall be paid.
2.0	Inspection: The inspection shall be done by the technical team of Municipal Corporation Jaipur.
3.0	The currencies for payments shall be Rupees (INR)
4.0	The Municipal Corporation Jaipur Heritage and Greater shall not be responsible for any of the taxes, duties, GST and levies imposed on supplier.
5.0	The Supplier shall provide a Performance Security as mentioned in bid document. The Performance Security shall be denominated in Indian Rupees only.
6.0	The types of acceptable Performance Securities are: A demand draft/FDR/Bank guarantee issued by a Scheduled/Nationalized bank located in India, acceptable to Municipal Corporation Jaipur.
7.0	Performance Security shall be released as follows: Performance security will be released at the end of contract duration.
8.0	(a)The successful bidder, Engineer in charge of Municipal Corporation Jaipur Heritage and Greater or firm/ person appointed by Municipal Corporation Jaipur Heritage and Greater may jointly conduct inspections and testing of the Goods. Any faults and defaults shall be rectified by the bidder at his own cost.
9.0	Successful Bidder shall establish 300 TPD capacity Automated Material Recovery Facility for Dry municipal waste along with Operation and Maintenance for 7 years at Sewapura on PPP Model as per tender conditions and shall carry out day today running, operation and maintenance of plant for a duration of 7 years. The Successful Bidder will have full rights on all the products and by-products and will be free to sell all the products and by-products recovered/made from this plant during entire contract duration of 7 years. The contract may be extended to similar duration of 7 years based on performance of the PPP partner and consent of both the parties. All electrical and civil expenses will be borne by the successful bidder for the entire duration of the contract.

Section 5

FORM OF AGREEMENT

This agreement, made on the day of _____ between (name and address of Procuring Entity) (herein after called "the Procuring Entity) and _____ (name and address of contractor) herein after called "the Contractor" of the other part.

Whereas the Procuring Entity is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the Procuring Entity has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

- i. Letter of Acceptance
- ii. Contractor's Bid
- iii. Condition of Contract: General and Special
- iv. Contract Data
- v. Bid Data
- vi. Drawings
- vii. Bill of Quantities and
- viii. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written. The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____ in the presence of:

Binding Signature of Procuring Entity.....

Binding Signature of Contractor.....

**PRICE BID FORMAT
(TO BE FILLED ONLINE ONLY)**

**Tender for
Supply, Installation and Commissioning of 300 TPD capacity Automated
Material Recovery Facility for Dry Municipal waste along with Operation and
Maintenance at Sewapura on PPP Model**

PRICE BID

Sl. No.	Name of Work	Annual amount to be paid to Municipal Corporation Jaipur Heritage and Greater (in Rs.)
1.	Amount annually to be paid by the contractor as royalty - for Supply, Installation and Commissioning of 300 TPD capacity Automated Material Recovery Facility for Dry Municipal waste along with Operation and Maintenance at Sewapura on PPP Model as per terms of the tender document	

Note: The annual amount quoted by the bidder in the price bid shall be paid by the bidder to Municipal Corporation Jaipur Heritage and Greater in four equal installments on quarterly basis.

**Total Amount in
Words** _____

Seal and signature of the bidder