Nagar Nigam Greater Jaipur

NOTICE INVITING BID (NIB)

FOR

PROCUREMENT OF SERVICE FOR OPERATION OF DOOR TO DOOR HOUSEHOLD WASTE COLLECTION, SEGREGATION AND TRANSPORTATION OF COLLECTED HOUSEHOLD WASTE UPTO SECONDARY COLLECTION POINT THROUGH REAL TIME MONITORING USING GEO-FENCING & RFID BASED MONITORING SYSTEM IN ALL 22 WARDS OF JHOTWARA ZONE OF NAGAR NIGAM GREATER JAIPUR

NIB NO.......... /2022-23
NAGAR NIGAM GREATER JAIPUR
Notice Inviting Bid (NIB) E-Bid

NIB No. ........../2022-23                                                                                  Date:..............

Nagar Nigam Greater Jaipur invites bid through online bidding for Procurement Of Service of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur through e-procurement portal http://eproc.rajasthan.gov.in from eligible bidders. Bidding will be conducted through procedures in accordance with the RTPP act 2012 and RTPP rules 2013, amended up to date and under National Competitive Bidding with Single Stage bidding procedure with pre-qualification filter. E-Bid is hereby invited as per enclosed RFP. Details of NIB is mentioned below-

<table>
<thead>
<tr>
<th>Name &amp; Address of the Procuring Entity</th>
<th>Commissioner’s office, Pt. Deen Dayal Upadhaya Bhawan, Tonk Road, Jaipur, Rajasthan, 320005</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject of Procurement</td>
<td>Procurement Of Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing &amp; RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur</td>
</tr>
<tr>
<td>Tenure of Bid</td>
<td>03 Years with 02 year extendable (01+01) with satisfaction of work by Nagar Nigam Greater Jaipur &amp; on mutual consent of Nagar Nigam Greater Jaipur and firm.</td>
</tr>
<tr>
<td>Bid Procedure</td>
<td>Single-stage: open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>Bid Evaluation Criteria (Selection Method)</td>
<td>Technical Bid &amp; Financial Bid Evaluation</td>
</tr>
<tr>
<td>Eligibility Criteria</td>
<td>As detailed in bid documents</td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>Rs 24.85 Cr for three years/- (Rupees twenty four crore eighty five lacs only for 03 years)</td>
</tr>
<tr>
<td>Fees</td>
<td>Bidding document fee (Non-Refundable): Rs. 5000/- (rupees five thousand only) (For MSME Rs. 2,500/- Two thousand five hundred only) in favor of commissioner, Nagar Nigam Greater Jaipur Bid Processing Fee (Non-Refundable): Rs. 1000 (Rupees One Thousand only) in favour of MD, RISL (Through Online)</td>
</tr>
<tr>
<td>Bid Security (EMD)</td>
<td>2% Bid Security of Project cost is applicable for others as per GoR &amp; 0.5% Bid Security of Project cost is applicable for MSME only as per GoR.</td>
</tr>
<tr>
<td>Release of NIB</td>
<td>09/05/2022</td>
</tr>
</tbody>
</table>
Online Bid purchase start date: 10/05/2022 at 11.00 Hrs

Pre-Bid Meeting: 17/05/2022 at 2.00 P.M (at Nagar Nigam Greater Jaipur Conference Hall)

Bid submission start date & time: 23/05/2022 at 11.00 Hrs

Manner, End Date for Online submission of Bids: Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in ) End Date: 03/06/2022 (up to 12:00 Hrs.)

Date& Time of Technical Bid Opening: Date: 03/06/2022 Time: 16:00 Hrs.

Date/ Time/ Place of Financial Bid Opening: Will be intimated later to the Technically qualified bidders

Bid Validity: 90 days from the bid submission deadline

### Details of Work:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs. In Lacs)</th>
<th>Bid Security (2% /0.5%)</th>
<th>Period of contract</th>
<th>NIT No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procurement Of Service For Operation Of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing &amp; RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur per enclosed scope of work after giving</td>
<td>Rs 24.85 Cr for three years</td>
<td>49.70 Lacs(For others)/ 12.43 Lacs (applicable For MSME Only)</td>
<td>03 Years &amp; extendable upto 02 year (01+01) with satisfaction of work by Nagar Nigam Greater Jaipur &amp; on mutual consent of Nagar Nigam Greater Jaipur and firm</td>
<td>....../2022 -23</td>
</tr>
</tbody>
</table>

Note:

1. The interested bidder may submit their proposals online along with a Non-refundable Bid fee of Rs 5000/- (Rupees Five Thousand only) (For MSME Rs. 2,500/- Two thousand five hundred only) towards the cost of Bid Document and RISL processing fee Rs 1000/- (Rupees One Thousand Only) both deposited in the account of Nagar Nigam, Greater Jaipur on website www.jaipurmc.org. The Scan Copy of receipt of online payment should be uploaded on website http://eproc.rajasthan.gov.in along with the technical bid cover.

2. Any other details or information can be received in working hours from the office of the Municipal Corporation Greater Jaipur office, Jaipur.

3. Each bid must be accompanied by Bid Security Applicable in accordance with the provisions of “Rajasthan Transparency in Public Procurement Act 2012 & Rules 2013” website www.jaipurmc.org. RFP Document can be seen at or obtained from website http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in. This notice and Bid documents are available on following site: sppp.rajasthan.gov.in, eproc.rajasthan.gov.in. A complete set of Bids can be downloaded from above mentioned website/s. Bid/s shall remain valid for 90 days (Ninety days) from the date of opening of the Bid.

4. The Performance security @ 3% of the gross amount shall be deposited by successful bidder with in fifteen days after issuing of Letter of Acceptance in the form of BG/FDR etc. (For MSME performance security shall be @ 1% of the gross amount) The security deposited shall
therefore be adjusted while depositing the Performance Security. Performance security notified by GoR shall be applicable. If contract period extends for next 4th & 5th Year, bidder shall liable to deposit additional Performance Security accordingly as per prevailing rules. Any bid without cost of Bid, Bid processing fee and earnest money deposit (EMD) as in the NIT shall be rejected as non-responsive.

5. Bidder, who procured digital certificate as per IT Act 2016 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web site up to time and date mentioned herein above.

6. In addition to above, the scanned copies of the Original Documents should be uploaded along with the technical Bid/ cover:
   i. Letter of Technical Bid
   ii. Power of Attorney for appointing authorized representative
   iii. Joint Venture Agreement (if applicable)
   iv. certificate of registration in PF,ESI,GST and PAN Card is required
   v. Annexure A, B, C, D, E duly filled with signature.
   vi. All documents of Technical proposal check list enclosed should be duly filled

7. 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/ firms whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site http://sppp.raj.nic.in&www.jaipurmc.org.com

8. Earnest Money deposit as per NIB is to be Paid only on online in favor of commissioner Nagar Nigam Greater Jaipur at NNGJ website www.jaipurmc.org.com No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.

9. 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 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. All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiating by errors in calculations, to taling or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.

10. Annexure A, B,C, D & E are also attached with the bid Firms are suppose to read thoroughly fill as and where required & Additional work/service may be procured by placing a repeat order on the rates & conditions of the original order if applicable.

11. In case of any bidder fails to upload copy of Required Documents as mentioned in the bid document by respective bidder shall not be accepted. Any subsequent addendum/corrigendum shall be published only at the websites sppp.raj.nic.in & http://eproc.rajasthan.gov.in and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.

12. Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder. Nagar Nigam Greater Jaipur shall not be responsible for any delay in submission of bid in electronic form.
13. Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.

14. The provisions of RTPP Act 2012 and RTPP Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and Rules thereto, the letter shall prevail.

15. Nagar Nigam Greater Jaipur reserves the right to accept or reject any bid, or to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds of Employer’s action. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.

Commissioner
Nagar Nigam Greater Jaipur
# SECTION I: INSTRUCTIONS TO BIDDERS

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION I: INSTRUCTIONS TO BIDDERS</strong></td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>1.0</td>
<td>INTRODUCTION</td>
<td>10</td>
</tr>
<tr>
<td>1.1</td>
<td>Project Background</td>
<td>10</td>
</tr>
<tr>
<td>1.2</td>
<td>User Charges</td>
<td>11</td>
</tr>
<tr>
<td>1.3</td>
<td>Brief description of bidding Process</td>
<td>12</td>
</tr>
<tr>
<td>1.4</td>
<td>Schedule of Bidding Process</td>
<td>12</td>
</tr>
<tr>
<td>2.0</td>
<td>INSTRUCTIONS TO BIDDERS</td>
<td>13</td>
</tr>
<tr>
<td>2.1</td>
<td>Notice Inviting Bids</td>
<td>13</td>
</tr>
<tr>
<td>2.2</td>
<td>Objectives</td>
<td>13</td>
</tr>
<tr>
<td>2.3</td>
<td>Scope of Work</td>
<td>13</td>
</tr>
<tr>
<td>2.4</td>
<td>Eligibility Criteria</td>
<td>14</td>
</tr>
<tr>
<td>2.5</td>
<td>Bid Evaluation Criteria</td>
<td>15</td>
</tr>
<tr>
<td>2.6</td>
<td>Cost of Bidding</td>
<td>16</td>
</tr>
<tr>
<td>2.7</td>
<td>Site Visit</td>
<td>16</td>
</tr>
<tr>
<td><strong>B.</strong></td>
<td>BIDDING DOCUMENTS</td>
<td>17</td>
</tr>
<tr>
<td>2.8</td>
<td>Contents of Bidding Documents</td>
<td>17</td>
</tr>
<tr>
<td>2.9</td>
<td>Clarifications of Bidding Documents</td>
<td>17</td>
</tr>
<tr>
<td>2.10</td>
<td>Amendment of Bidding Documents</td>
<td>17</td>
</tr>
<tr>
<td><strong>B.</strong></td>
<td>PREPARATION OF BIDS</td>
<td>18</td>
</tr>
<tr>
<td>2.11</td>
<td>Language of Bid</td>
<td>18</td>
</tr>
<tr>
<td>2.12</td>
<td>Documents comprising the Bid</td>
<td>18</td>
</tr>
<tr>
<td>2.13</td>
<td>Bid Prices</td>
<td>18</td>
</tr>
<tr>
<td>2.14</td>
<td>Currencies of Bid and Payment</td>
<td>19</td>
</tr>
<tr>
<td>2.15</td>
<td>Approved User Charges as applicable</td>
<td>19</td>
</tr>
<tr>
<td>2.16</td>
<td>Bid Validity</td>
<td>20</td>
</tr>
<tr>
<td>2.17</td>
<td>Earnest Money Deposit</td>
<td>20</td>
</tr>
<tr>
<td>2.18</td>
<td>Forfeiture of EMD</td>
<td>20</td>
</tr>
<tr>
<td>2.19</td>
<td>Alternative Bids</td>
<td>21</td>
</tr>
<tr>
<td>2.20</td>
<td>Pre-Bid Meeting/Conference:</td>
<td>21</td>
</tr>
<tr>
<td>2.21</td>
<td>Format and Signing of Bid</td>
<td>21</td>
</tr>
<tr>
<td><strong>D.</strong></td>
<td>SUBMISSION OF BIDS</td>
<td>23</td>
</tr>
<tr>
<td>2.22</td>
<td>Submission of Bids: The entire desired document shall be submitted online</td>
<td>23</td>
</tr>
<tr>
<td>2.23</td>
<td>Submission of Bids</td>
<td>23</td>
</tr>
<tr>
<td>2.24</td>
<td>Important Points to be noted by the Bidder</td>
<td>23</td>
</tr>
<tr>
<td>2.25</td>
<td>Deadline for Submission of Bids</td>
<td>24</td>
</tr>
</tbody>
</table>
E. BID OPENING & EVALUATION ................................................................. 24
   2.26 Bid Opening ....................................................................................... 24
   2.27 Process to be Confidential ................................................................. 25
   2.28 Technical Evaluation Criteria ......................................................... 25
   2.29 Opening of Financial Bids ................................................................. 25
F. AWARD OF CONTRACT ................................................................. 25
   2.30 Award ............................................................................................. 25
   2.31 Security Deposit/ Performance Security ............................................. 25
   2.32 Forfeiture of Security Deposit against Work ....................................... 26
   2.33 Signing of Agreement ...................................................................... 26
   2.34 NNGJ’s Right to accept any Bid and to reject any or all Bids ............ 26
   2.35 Signing of Bid ................................................................................ 26
   2.36 Corrupt or Fraudulent Practices ...................................................... 27
   2.37 Important Points to be noted by the Bidder: ..................................... 27
   2.38 Stamp Duty, Legal and Statutory Charges ........................................ 28
   2.39 Rights of the Corporation ................................................................. 28

SECTION II: BID DATA SHEET .................................................................. 29
INTRODUCTION ......................................................................................... 29
BIDDING DOCUMENTS ............................................................................. 29
PREPARATION OF BIDS ........................................................................ 30
SUBMISSION AND OPENING OF BIDS .................................................. 30
AWARD OF CONTRACT ............................................................................ 30

SECTION III: QUALIFICATION AND EVALUATION CRITERIA .......... 31

SECTION IV: BIDDING FORMS ............................................................. 33

APPENDICES ............................................................................................ 34

SECTION V: CONDITIONS OF THE CONTRACT .................................. 52
A. GENERAL .............................................................................................. 52
   1.0 Definitions ........................................................................................ 52
   2.0 Representations and Warranties of Parties ......................................... 55
   3.0 Obligation to Notify Change ............................................................. 56
   4.0 Assignment of work ......................................................................... 56
   5.0 Amendments .................................................................................. 56
   6.0 Communications ............................................................................. 56
   7.0 Interpretation .................................................................................. 56
   8.0 Contract Period ................................................................................ 57
   9.0 Price Adjustment ............................................................................ 57
  10.0 Scope of Work ................................................................................. 58
  11.0 Working Hours .............................................................................. 64
12.0 Approval of the Firm's Methodology and Work Programme ......................... 64
13.0 Access to Site .............................................................................................. 65
14.0 Safety ........................................................................................................... 65
15.0 NNGJ's Responsibilities .............................................................................. 65
16.0 Firm's Responsibilities ................................................................................. 65
17.0 Environmental Compliance ........................................................................... 66
18.0 Maintenance of Records ............................................................................... 66
19.0 Sale/disposal of Waste ................................................................................. 66
20.0 Insurance ...................................................................................................... 66
21.0 Accidents ....................................................................................................... 67
22.0 Engagement of Staff & Labor ......................................................................... 68
23.0 Other facilities ............................................................................................... 69
24.0 Indemnification .............................................................................................. 69
25.0 Firm's Superintendence ................................................................................ 70
26.0 Reporting and monitoring: ............................................................................ 70
27.0 Pre-Operational Activities ............................................................................. 71
28.0 Pre-operational Infrastructure: ..................................................................... 72
29.0 Payment of Commission, Gratuities, Rebates, Gifts ...................................... 72
30.0 Site Complaint Centers .................................................................................. 72
31.0 Storage of Equipment and Parking of Vehicles ............................................. 72
32.0 Operation and Maintenance of Equipment .................................................... 72
33.0 Fire Prevention ............................................................................................... 72
34.0 Clearance of Firm's Facilities ........................................................................ 72
35.0 Fair Wages ..................................................................................................... 73
36.0 Protective Clothing and Footwear .................................................................. 73
37.0 First-Aid Services ........................................................................................... 73
38.0 Festivals and Religious Customs .................................................................. 73
39.0 Disorderly Conduct ....................................................................................... 73
40.0 Records of Labour and Accidents .................................................................. 74
41.0 Public Awareness .......................................................................................... 74
42.0 Contract Price ............................................................................................... 74

B. TIME CONTROL ............................................................................................... 74
43.0 Work Programme ........................................................................................... 74
44.0 Suspension of Operation/ Service ................................................................. 745

C. QUALITY OF SERVICES ............................................................................... 75
45.0 Identifying Defects ....................................................................................... 745

D. COST CONTROL ............................................................................................ 745
46.0 Payments ....................................................................................................... 76
47.0 Procedure of Payment ................................................................................... 746
48.0 Penalties ......................................................................................................... 747
49.0 Stringent penalties for continuous default .................................................... 80
50.0 Tax & audit ................................................................................................... 80
51.0 Performance Security ................................................................. 81
52.0 Cost of Repairs ........................................................................... 81

E. COMPLETION OF THE CONTRACT ............................................... 81
53.0 Completion .................................................................................. 81
54.0 Taking Over ................................................................................ 81
55.0 Final Account .............................................................................. 81
56.0 Force Majeure ............................................................................ 82
57.0 No Breach of Obligations ............................................................. 84
58.0 Events of Default ........................................................................ 84
59.0 Termination of Contract Due to Event of Default ......................... 85
60.0 Settlement of Dispute and Jurisdiction .......................................... 86

F. ANNEXURES ................................................................................. 87
ANNEXURE I: Format of Letter of Acceptance ....................................... 87
ANNEXURE II: Format for Form of Agreement ....................................... 88
ANNEXURE III: Pro-forma of Bank Guarantee / Performance Security/EMD .... 89
1.0 INTRODUCTION

1.1 Project Background

1.1.1 Introduction of Jaipur City:- Jaipur, the state capital of Rajasthan and the one of largest city in India. Jaipur is known as the Pink City, due to the dominant color scheme of its building. It is located 268 km from the national capital New Delhi. Location and Connectivity Jaipur city is in the eastern part of the Rajasthan state. The main station is Jaipur junction and other stations include Gandhinagar, Durgapur, Jagatpura and Sanganer.

1.1.2 The contract period (the “Contract Period”) for this project is for a term of 03 years with further expendable upto 02 years (01+01) on satisfaction of Nagar Nigam Greater Jaipur with the services provided by the firm and on mutual consent of both Nagar Nigam Greater Jaipur and the Firm.

1.1.3 Bids is invited for the Project on the basis of lowest rate quoted per household required by a Bidder for implementing the Project. The Bidder shall quote lowest rate quoted per household.

1.1.4 All Bids shall be prepared and submitted in accordance with terms set forth in the Bidding Documents to be provided by NNGJ as modified, altered, amended and clarified from time to time by NNGJ. The Bid shall be valid for a period of 90 (Ninety) days for submission of Bids (the “Bid Due Date”).

1.1.5 Details of Jhotwara Zone: - Approximate population of Jhotwara zone is 315205 in year 2020-21 as per exponential increase in population census 2011. The estimated collected household waste generated, at present within the zone is approx. 132 TPD. However, Nagar Nigam Greater Jaipur may at its sole discretion to add new areas in RFP. Approximate no of households & commercial establishments are mentioned below-

<table>
<thead>
<tr>
<th>Ward</th>
<th>Population Jhotwara Zone (2011)</th>
<th>Approximate Population (2020-21)</th>
<th>Average nos. of Household</th>
<th>As per Approved Route Chart total km for ward (km)</th>
<th>Transfer Station Distance from Ward</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>12206</td>
<td>15608</td>
<td>3121</td>
<td>132.8</td>
<td>Approx 10 Km -20 Km</td>
</tr>
<tr>
<td>44</td>
<td>12035</td>
<td>15389</td>
<td>3077</td>
<td>78.8</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>12491</td>
<td>15972</td>
<td>3194</td>
<td>77.4</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>10042</td>
<td>12841</td>
<td>2568</td>
<td>33.8</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>9997</td>
<td>12783</td>
<td>2556</td>
<td>23.5</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>10011</td>
<td>12801</td>
<td>2560</td>
<td>24.6</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>12773</td>
<td>16333</td>
<td>3266</td>
<td>104.9</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>11844</td>
<td>15145</td>
<td>3029</td>
<td>23.7</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>12601</td>
<td>16113</td>
<td>3222</td>
<td>44.6</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>11225</td>
<td>14354</td>
<td>2870</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>12536</td>
<td>16030</td>
<td>3205</td>
<td>53.8</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>10256</td>
<td>13114</td>
<td>2622</td>
<td>32.6</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>8491</td>
<td>10858</td>
<td>2171</td>
<td>27.9</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>12165</td>
<td>15556</td>
<td>3111</td>
<td>45.3</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>10315</td>
<td>13190</td>
<td>2637</td>
<td>25.5</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>11861</td>
<td>15167</td>
<td>3033</td>
<td>14.7</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>11191</td>
<td>14310</td>
<td>2862</td>
<td>51.1</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>9996</td>
<td>12782</td>
<td>2556</td>
<td>24.6</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>9722</td>
<td>12432</td>
<td>2486</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>10696</td>
<td>13677</td>
<td>2735</td>
<td>17.2</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>10706</td>
<td>13690</td>
<td>2737</td>
<td>38.1</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>13342</td>
<td>17061</td>
<td>3412</td>
<td>35.7</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>246502</strong></td>
<td><strong>315205</strong></td>
<td><strong>63040</strong></td>
<td>978.6</td>
<td></td>
</tr>
</tbody>
</table>

**Total Nos. of Households (Approx)** | **63040***
---|---
**Assuming 5% Commercial Establishments & Others (Approx)** | **3152***
**Total Nos. of Households, all Commercial & Others Establishments (Approx)** | **66192***

*Above values are only indicative, Firm has to do detailed survey for implementation, execution and operation of work. (Details are mentioned in section v clause no. 10)*

**1.2 User Charges**

1.2.1 Households: NNGJ intends to levy user charges for services provided to the households and all other entities & establishments for providing “Door to Door Collection Services of waste”. The same shall be collected by Firm and shall be deposited in an escrow account.

1.2.2 Commercial: NNGJ intends to levy user charge from Commercial and other establishments such as hotels, dhabas etc. for providing “Door to Door Collection Services of waste”. The same shall be collected by Firm and shall be deposited in escrow account.
1.2.3 All the user Charges will be applicable as per Rajasthan State Government’s Notification vide no. 26213 dated 12/04/2019 and any further amendments as applicable. (Details mentioned in table on Page No 19)

1.3 Brief description of bidding Process

1.3.1 The NNGJ has adopted a single process for selection of the Firm for award of the Project. The Bidder shall pay to NNGJ a sum of Rs. 5,000/- (Rupees Five Thousand only) which would be non-refundable as the cost of the Bidding Documents.

1.3.2 In terms of the Bid Document, a Bidder will be required to deposit desired amount and submit as per Notification of Government of Rajasthan applicable at the time of bidding shall be paid online in the account of NNGJ at website www.jaipurmc.org.

1.4 Schedule of Bidding Process

NNGJ would endeavor to adhere to the following schedule:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of NIB</td>
<td>09/05/2022</td>
</tr>
<tr>
<td>2</td>
<td>Online Bid purchase start date</td>
<td>10/05/2022 at 11.00 Hrs</td>
</tr>
<tr>
<td>3</td>
<td>Pre-bid meeting</td>
<td>17/05/2022 at 2.00 PM at NNGJ Conference Hall</td>
</tr>
<tr>
<td>4</td>
<td>Bid submission start date &amp; time</td>
<td>23/05/2022 at 11.00 Hrs</td>
</tr>
<tr>
<td>5</td>
<td>Online Bid Submission End date &amp; time</td>
<td>03/06/2022 at 12.00 Hrs</td>
</tr>
<tr>
<td>6</td>
<td>Technical Proposal open Date and Time</td>
<td>03/06/2022 at 16.00 Hrs</td>
</tr>
<tr>
<td>7</td>
<td>Financial Bid open Date and Time</td>
<td>Will be intimate latter to technically responsive bidder</td>
</tr>
</tbody>
</table>
2.0 INSTRUCTIONS TO BIDDERS

GENERAL

2.1 Notice Inviting Bids
The Commissioner, Municipal Corporation Jaipur Greater, Jaipur invites online Bids from competent Bidders for Collection and transportation of collected household waste upto secondary collection points.

2.2 Objectives
i. Door to Door Garbage Collection from every household, commercial and other establishments
ii. To install RFID card at every household, commercial and other establishments
iii. User charges collection from every household, commercial and other establishments
iv. Segregation of waste collected from every household, commercial and other establishments
v. Real time monitoring through Geofencing & RFID Cards

All the Parameters shall be as per CPHEOO Guidelines.

2.2.1 Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the rules] under the said Act have come into force which are available on the website of www.jaipurmc.org http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in.
Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process.

2.3 Scope of Work: -
• Deployment of 82 Nos. of Hoopers as per fixed plan until & unless route plan changes and approved by authority
• Door to Door Collection from each household, commercial and other establishment (Work shall be done as per fixed routes maps until & unless route plan changes and approved by authority)
• Compartments for wet and dry waste collection and bin for domestic hazardous waste in all vehicles for segregation
• Installation and scanning of RFID card at every household, commercial and other establishments
• User charges collection from every household, commercial and other establishments
• Real time monitoring through Geofencing & RFID Cards
• Development of real time monitoring system at Murlipua zone
(Complete details are mentioned in section v clause nos. 10)
2.3.1 **Pre-Operational Activities:** The Firm shall have to complete the pre-operational activities before starting operations of collection of collected household waste in the service area. *(Complete details are mentioned in section v clause nos. 10)*

2.3.2 Procurement/ Arrangement of equipment, vehicles and other accessories for collection, storage & transportation of collected household waste including their maintenance. Firm shall arrange all the required equipment, tools and vehicles, workshop and parking of vehicles at their own cost. NNGJ will provide POS machines to the firm (one POS machine per hooper) or reimbursement of the cost of POS machine in case, firm provides POS machine. Operation and maintenance of POS machines shall be done by Firm. Installation cost of RFID Card shall be borne by the Firm. Firm shall install different colored RFID Card for Residential and other commercial establishments. POS Machines provided by Nagar Nigam greater Jaipur shall be integrated with NNGJ server.

2.3.3 Repairs and Maintenance
Firm shall carry out regular repairing and maintenance of all equipment and vehicles being deployed by the Firm at his own cost.

2.3.4 Capacity and Awareness Building
- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection.
- Involve NGO, RWA, Corporators, NNGJ officials in public awareness campaigns.
- NNGJ will provide necessary assistance to firm in capacity and awareness buildings.

2.3.5 Collection of Monthly Fee
I. The Firm will collect the approved user charges from residential, commercial and others establishments for providing service.
II. The user charges have been decided by the State Government and in case of discrepancy or disputes arises, the decision of Commissioner or Deputy Commissioner Revenue appointed by Commissioner for the said purpose shall be binding to the Firm.
III. If Firm collects user charges and any penalty is imposed by any Court/ any consumer forum or any other authority on the Nagar Nigam Greater Jaipur due to non-performance that shall be recovered by the firm.

2.4. **Eligibility Criteria**

2.4.1 The Bidder(s) eligible for participating in the bid shall be any one of the following categories.
The bidder can be a single Business Entity, MSME or Joint Partnership with other companies/firm meeting the qualification criteria as set out in the RFP.

- The Bidder should meet the following eligibility criteria to participate in the tender; Single Business Entity, MSME or Joint Partnership shall have a positive Net Worth as per the latest financial year, ending not earlier than 12 months prior to the Bid Due Date, for which the audited accounts were prepared.

- In the case of a Joint Partnership firm should meet following criteria:-
  (a) The Lead Partner shall be a Business Entity.
  (b) The general terms and conditions governing the responsibilities amongst the partners shall be described in the agreement constituting the Joint Partnership (hereinafter referred to as Partnership Agreement).
  (c) The maximum number of participants in the Joint Partnership shall not exceed two including the Lead Partner.
  (d) Lead Partner shall be responsible for project financing arrangements.
  (e) In addition to the Partnership Agreement, a letter of authority specifically providing authorization for this Project as provided in Appendix IV.
  (f) Lead partner shall be responsible for technical, financial and legal issues.

2.4.2 Other eligibility requirements
(a) Copy of bidders PAN No., PF and ESIC registration document
(b) Proof of Company registration document/MoA/incorporation certificate.
(c) Audit Report of last 03 financial year.
(d) The medium and small scale enterprises (MSME) certificates issued by Directorate, Industrial Corporation, Rajasthan & Ministry of Micro, Small & Medium Enterprises Govt of India.
(e) ATC Certificate in evidence of annual turnover.
(f) Documentary evidences in the form of letter of recommendation or work order issued by urban local body in support to the experience in operation and maintenance of similar Real Time Monitoring based monitoring system.

2.5 Bid Evaluation Criteria
The eligibility criteria and marking system have been elaborated in the Bidding Documents. The Bidders are advised to respond in precise manner supported by credential certificates/performance certificates and copy of work orders.

2.5.1 Technical eligibility:
The parties who meet the eligibility criteria shall be qualified for further procedure. This will be done by team of expert members as may be constituted by
the NNGJ. After satisfying with the Bidders submissions and work performance, the technical eligibility will be confirmed.

2.5.2 Financial eligibility:
Financial bids of all the Bidders who have been declared qualified in technical evaluation shall be opened. This will be done by team of expert members as may be constituted by the NNGJ.

2.6 Cost of Bidding

2.6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and NNGJ will in no case be responsible or liable for those costs.

2.7 Site Visit

2.7.1 The Bidder is advised to visit and examine the service area under Municipal Limits of NNGJ and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, evaluate the cost per household unit and entering into a contract for collection and transportation of collected household waste up to secondary collection point. The costs of visiting the service area shall be at the Bidder’s own expenses.

2.7.2 The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.
B. BIDDING DOCUMENTS

2.8 Contents of Bidding Documents

2.8.1 The Bidding Documents are those stated below and these should be read in conjunction with any Addenda/Corrigendum issued by NNGJ in accordance with Clause 2.10 shall be the part of Bid Document.

- Notice Inviting Tender
- Section I Instructions to Bidders
- Section II Bid Data Sheet
- Section III Qualification & Evaluation Criteria
- Section IV Bidding Forms
- Section V Conditions of Contract

2.8.2 The Bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder’s own risk.

2.9 Clarifications of Bidding Documents

2.9.1 A prospective Bidder, requiring any further information or clarification of the Bidding Documents, may notify NNGJ in writing.

2.9.2 NNGJ will respond to any request for clarifications received in advance prior to the deadline for submission of Bids, or queries raised during the pre-bid conference, if scheduled. Copies of the NNGJ’s response will be forwarded to all purchasers of the Bidding documents, including a description of the enquiry.

2.9.3 In the event of any conflict or discrepancy within the Bidding Documents, the priority of documents forming the document shall be as below

1. Instructions to Bidders
2. Notice Inviting Tender
3. Conditions of Contract
4. Price Schedule

2.10 Amendment of Bidding Documents

2.10.1 At any time prior to the deadline for submission of Bids, the NNGJ may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing an Addendum/Corrigendum.
2.10.2 Any Addendum/Corrigendum thus issued shall be part of Bidding Documents pursuant to sub-clause 2.8.1, and it will be notified online to all bidders and will be binding on them.

2.10.3 To afford prospective Bidders reasonable time in which to take the addendum into account in preparing their Bids, the NNGJ may, at its discretion, extend the deadline for the submission of Bids.

**B. PREPARATION OF BIDS**

2.11 **Language of Bid**
The Bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the NNGJ, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.12 **Documents comprising the Bid**
The Bid submitted by the Bidder shall comprise the following: Bid Document and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders.

2.13 **Bid Prices**

2.13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the Work as described in the Bidding Documents, based on the schedule of unit rates and prices submitted by the Bidder.

2.13.2 The Bidder shall fill in rates and prices in Rupees per Household unit for operation and maintenance charges described in the Price Schedule, and no alterations or additions shall be made to the schedule by the Bidder. Quoted rates must be in ink or typed out clearly and legibly in both figures and in words in the spaces provided in the form. The same person signing the Bid on behalf of the Bidder must sign any corrections. Items against which no rate or price is entered by the Bidder will not be paid for by the NNGJ when executed and shall be deemed covered by the other rates and prices described in the Bill of Quantities.

2.13.3 All duties, taxes and other levies payable by the Firm under the Contract or for any other cause shall be included in the Rate per household per unit as on date of submission of Bid and the total bid price submitted by the Bidder applicable as on
The submission date. The evaluation and comparison of Bids by the NNGJ shall be made accordingly.

### 2.14 Currencies of Bid and Payment

Per unit household rates shall be quoted by the bidder entirely in Indian Rupees.

### 2.15 Approved User Charges for collection of waste as per Rajasthan State Government’s Notification letter no 26213 dated 12/04/2019 and further amendments as applicable. Firm has to do survey of the following entities mentioned below in table for door to door collection of waste and user charges collection.

**Table:- घर-घर कचरा संग्रहण योजना के तहत घर-घर से कचरा एकत्रित करने हेतु निम्नानुसार राशि (User Charges) निर्धारित की गई है-—**

<table>
<thead>
<tr>
<th>क्र. स.</th>
<th>उपभोक्ता का श्रेणी</th>
<th>सहयोग राशि (उपभोक्ता द्वारा) प्रतिमाह</th>
<th>नगर निगम ग्रेडर जयपुर क्षेत्र/ प्रतिमाह</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50 वर्गमीटर क्षेत्र तक के मकान</td>
<td>20/—रूपये</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>50 वर्गमीटर से अधिक व 300 क्षेत्र वर्गमीटर तक के मकान</td>
<td>80/—रूपये</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>300 वर्गमीटर से अधिक क्षेत्र के मकान</td>
<td>150/—रूपये</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>व्यक्तिगत प्रतिष्ठान दुकान खानपान के स्थान ढाबा/मिलाइ की दुकान कॉफी हाउस इत्यादि</td>
<td>250/—रूपये</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>गेस्ट हाउस,</td>
<td>750/—रूपये</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>छात्रावास (Hostel) सरकारी</td>
<td>500/—रूपये</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>छात्रावास (Hostel) निजी</td>
<td>1000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>रेस्टोरेंट (Unstar)</td>
<td>750/—रूपये</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>होटल रेस्टोरेंट (Unstar)</td>
<td>1000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>होटल रेस्टोरेंट (3 Star तक)</td>
<td>1500/—रूपये</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>होटल रेस्टोरेंट (3 Star से अधिक)</td>
<td>3000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>व्यक्तिगत कार्यालय सरकारी कार्यालय बैंक बीमा कार्यालय निजी के अलावा कोई कार्यालय इत्यादि</td>
<td>700/—रूपये</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>व्यक्तिगत कार्यालय सरकारी कार्यालय बैंक बीमा कार्यालय शैक्षणिक संस्थान (सरकारी) इत्यादि</td>
<td>700/—रूपये</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>निजी शैक्षणिक संस्थान</td>
<td>1000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>निजी कोचिंग संस्थान</td>
<td>5000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>निजी कोचिंग क्लाससेस</td>
<td>1000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>ब्लीनिक</td>
<td>1000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>ब्लीनिक डिस्पेंसरी लेबोरेटरीज (50 बेड तक)</td>
<td>2000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>ब्लीनिक डिस्पेंसरी लेबोरेटरीज (50 बेड से अधिक)</td>
<td>4000/—रूपये</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>लघु व कुटीर उपभोग वक्रशैष (केवल गेस्ट खतरानाक)</td>
<td>750/—रूपये</td>
<td></td>
</tr>
</tbody>
</table>
2.16 Bid Validity

2.16.1 Bids shall remain valid for a period, 90 (Ninty days) days after the last due date of submission of Bid.

2.16.2 In exceptional circumstances, prior to expiry of the original bid validity period, NNGJ may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his EMD for the period of, in compliance with Clause 2.18 in all aspects.

2.17 Earnest Money Deposit

2.17.1 Bidder will be required to deposit desired amount and submit Bid Security as per rule shall be paid online in the account of NNGJ at website www.jaipurmc.org. (As mentioned in NIB)

2.17.2 Any Bid not accompanied by an acceptable EMD shall be summarily rejected by NNGJ as non-responsive.

2.17.3 The EMD of unsuccessful Bidders shall be refunded after the successful Bidder furnishes the required Security Deposit/ Performance Guarantee to the Nagar Nigam Greater Jaipur and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

2.18 Forfeiture of EMD

2.18.1 The Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the NNGJ during the validity period of Bid. If the Bidder revokes the Bid or varies its terms or conditions contrary to its promise to abide by this condition, the EMD submitted by Bidder shall stand forfeited without prejudice to
his other rights and remedies and the Bidder shall be disentitled to submit a bid to NNGJ for execution of any work during the next twenty-four (24) months effective from the date of such revocation.

2.18.2 If the successful Bidder does not pay the Performance Security Deposit, as per RFP, in the prescribed time limit or fails to sign the Contract Agreement his Earnest Money Deposit will be forfeited by the NNGJ.

2.19 Alternative Bids (Deleted)

2.20 Pre-Bid Meeting/Conference:

2.20.1 A pre-bid meeting may be held if NNGJ feels the need for the same and date and time shall be intimated separately. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.20.2 The Bidder is requested to submit any question in writing, to reach the NNGJ before the meeting.

2.20.3 Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by NNGJ exclusively through the issue of an addendum pursuant to Clause 2.10 and not through the minutes of the pre-bid meeting.

2.20.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.21 Format and Signing of Bid

2.21.1 The Bidder shall provide all the information sought under this Bidding Documents and in specified formats. NNGJ will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.21.2 The Bid should be submitted online only (Technical Bid, Financial Bid)

A: (Technical Proposal)

Part I: Key Submissions

APPENDIX A: To be submitted as per Scope of Work mentioned in clause 10.0
APPENDIX B: Format for Intent to Submit Proposal
APPENDIX I: Covering Letter cum Project Undertaking

1) Details of Bidders as per ANNEXURE IV
(Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed).

2) RTGS in favour of “The Commissioner, Nagar Nigam Greater Jaipur” for Rs.5,000/- (Rupees Five Thousand only) towards the cost of RFP document.

3) EMD shall be paid online in the account of NNGJ at website [www.jaipurmc.org](http://www.jaipurmc.org).

4) The Bid shall be summarily rejected if it is not accompanied by the EMD.

5) Technical Capacity of the Bidder as per ANNEXURE V

6) Performance Satisfaction Certificate as per ANNEXURE VI

7) Financial Capacity of the Bidder as per ANNEXURE VII
   (Copies of Bidder’s duly audited balance sheet and profit and loss account for the preceding three years)

8) Statement of Legal Capacity as per ANNEXURE VIII

APPENDIX II: Power of Attorney for signing the Bid
APPENDIX III: Power of Attorney for MSME
APPENDIX IV: Joint Bidding Agreement
APPENDIX V: Anti-Collusion Certificate

**Part II: Technical Proposal**

APPENDIX VI: Technical Proposal

**Part III: Financial Proposal**

APPENDIX VII: Financial Proposal

APPENDIX VIII: Guidelines for deployment of Hooper and Manpower as per CPHEOO Manual

Appendix IX- List of relevant Real time monitoring based system checklist.

**B: (Financial proposal)**

**Part III: Financial Proposal**

APPENDIX VII: Financial Proposal

2.21.3 The Technical Bid should be furnished in the format at APPENDIX VI, clearly indicating the components in the RFP and signed by the Bidder’s authorized signatory.

2.21.4 The Financial Bid should be furnished in the format at APPENDIX VII, clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken in to account. The currency for the purpose of the Bid shall be the Indian Rupee (INR). If the Bid is submitted in any other currency, NNGJ reserves the right to use suitable exchange rate for the purpose of uniformly evaluating all Bids.

2.21.5 All applicable taxes as per GOI and State Government if applicable will be deducted by the finance/account section of NNGJ.
2.21.6 The bidder shall scan and upload the documents online only. EMD and tender fee shall be submitted to NNGJ by the bidder through online mode only.

2.21.7 The Bid and all related correspondence and documents should be written in English. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by certified translations of the pertinent passages in English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

D. SUBMISSION OF BIDS

2.22 Submission of Bids: The entire desired document shall be submitted by bidder through online. One bidder can participate in maximum 3 zones for the procurement of service for operation of door to door household waste collection, segregation and transportation of collected household waste upto secondary collection point through real time monitoring using geo-fencing & RFID based monitoring system in Nagar Nigam Greater Jaipur

2.23 Submission of Bids

2.23.1 Bidders are required to submit their Bids as per instructions given in Clause 2.22.

2.23.2 The Tender document & BG will be submitted online on the website www.jaipurmc.org http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in as per time schedule (keydates) in the notice published on the above website.

2.23.3 The price proposal shall be submitted online only.

2.24 Important Points to be noted by the Bidder

(a) The Financial Bid shall be inclusive of all taxes (applicable as on date; any change in future shall be applicable as per actual) , Local taxes, service taxes etc. to be paid by the Bidder for the Work/Service and claim for extra payment on any such account shall not be entertained.

(b) Any change that will be made in the Bidding Documents by the competent authority after issue of the Tender will be intimated to the Bidder in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

(c) The Financial Bid should be written both in words and figures at appropriate places.

(d) No alterations and additions anywhere in the Bidding Documents are permitted. If any of these are found, the Bid may be summarily rejected. The Bidder should get its doubts cleared during pre-bid meeting/ conference only.
(e) In case of a firm, each partner or power of attorney holder shall sign the Bid and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of Power of Attorney of person signing the Bid shall be enclosed with the Bid.

(f) In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.

(g) All pages and pasted slips should be signed by the Bidder.

(h) No page shall be added or removed from the set of Bidding Document.

(i) The Bidder shall be deemed to have studied the schedule of Works/Services/Survey/Rents/ Items/ Quantities/ Rates, all plans, specifications, terms and conditions, shall inspect and examine the service area and its surrounding and shall satisfy itself before submitting its Bid as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the service area, nature of the Work/Service and equipment necessary for the completion of the Works/Services and means of access to the service area, the accommodation it may require and in general shall itself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works/Services. No extra charges shall be paid consequent on any misunderstanding.

(j) The Bidder shall submit the Bid which satisfies each and every condition laid down in this Tender notice, failing which the Bid will be liable to be rejected.

(k) Conditional Bids will be summarily rejected

2.25 Deadline for Submission of Bids

2.25.1 Bids must be submitted online as per the dates and time given in the Bidding documents.

2.25.2 NNGJ may, at his discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in which case all rights and obligations of NNGJ and Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.25.3 Bids once submitted online will not be allowed to be checked or changed or rectified.

E. BID OPENING & EVALUATION

2.26 Bid Opening

2.26.1 The Commissioner, NNGJ or Authorized Person shall open the Bids online at specified in bid document.
2.26.2. The NNGJ will subsequently examine and evaluate the Bids in accordance with the provisions set out in the Bidding Documents.

2.27 **Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process, until the award to the Successful Bidder has been announced. Any effort by a Bidder to influence the NNGJ’s processing of bids or award decisions may result in the rejection of the Bidder’s Bid.

2.28 **Technical Evaluation Criteria**- Details mentioned in Section III: Qualification And Evaluation Criteria

2.29 **Opening of Financial Bids:** Details mentioned in Section III: Qualification And Evaluation Criteria

**F. AWARD OF CONTRACT**

2.30 **Award**

2.30.1 Prior to expiration of the period of bid validity prescribed by NNGJ, NNGJ will notify the successful bidder, confirmed by letter/ email, that his bid has been accepted. This letter hereinafter referred to as the “Letter of Acceptance (LOA)”.

2.30.2 The notification of the award will constitute the formation of the Contract

2.30.3 Upon furnishing by the successful bidder of a Performance Security, NNGJ will promptly notify the other bidders that their bids have been unsuccessful.

2.30.4 Upon completion of all the formalities by the Successful Bidder, NNGJ will issue "Notice to proceed" mentioning date of start and intended date of completion.

2.30.5 Date of start shall be 45 days from the date of issuance of LOA.

2.31 **Security Deposit/ Performance Security**

2.31.1 Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance from NNGJ, the Successful Bidder shall furnish to NNGJ a Performance Security of 3% of first year (for MSME 1% of contract value) of contract value in the form of Bank Guarantee.
2.31.2 Failure of the successful Firm to provide the requisite Performance Security shall constitute grounds for annulment of the award and forfeiture of the EMD made at the time of Bidding or debars the Firm for two years.

2.32 Forfeiture of Security Deposit against Work

2.32.1 The bid security may be forfeited, if the bidder does not accept his bid, as prescribed in this bid document.

2.32.2 If during the term of this contract, the Firm is in default of the due and faithful performance of his obligations under this contract, the Nagar Nigam Greater Jaipur shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

2.33 Signing of Agreement

2.33.1 At the same time that NNGJ notifies the Successful Bidder that his bid has been accepted, NNGJ will send the Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties i.e. Successful bidder & Deputy Commissioner Zone.

2.33.2 Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance, the successful bidder shall sign the Form of Contract Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of Rajasthan and return it to NNGJ. One copy of the signed agreement will be provided to the successful Firm, and the original will be retained by NNGJ.

2.34 NNGJ’s Right to accept any Bid and to reject any or all Bids
Notwithstanding Clause 2.34, NNGJ reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NNGJ’s action.

2.35 Signing of Bid

2.35.1 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the NNGJ, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

2.35.2 All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing.
2.36 **Corrupt or Fraudulent Practices**

It is required that Bidders/Firms under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NNGJ:

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

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to and after bid submission) designed to establish bid prices at artificial non-Comprehensive levels and to deprive the Borrower of the benefits of free and open competition.

b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

2.37 **Important Points to be noted by the Bidder:**

2.37.1 The rates per household unit to be quoted online shall be inclusive of all taxes to be paid by the Bidder for the work/Service and claim for extra payment shall not be entertained.

2.37.2 Any change that will be made in the Bidding documents by the NNGJ, after issue of the Bidding documents will be intimated to the Bidder in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the bid.

2.37.3 The Financial offer should be submitted online only. No hard copy of Price bid should be submitted.

2.37.4 The Bidder shall be deemed to have studied the scope of works/service, terms and conditions. The Bidder shall inspect and examine the service area and its...
surroundings and shall satisfy himself before submitting his bid as to the nature of the work/service and vehicles/machineries/manpower & IT system components necessary for the completion of the works/services.

2.38 **Stamp Duty, Legal and Statutory Charges**
It shall be incumbent on the Successful Bidder to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.

2.39 **Rights of the Corporation**

2.39.1 NNGJ reserves the right to suitably increase/reduce the work area included in this bid document.

2.39.2 Commissioner, NNGJ reserves the right to increase/reduce or divide the contract under this tender as per rule.
## SECTION II: BID DATA SHEET

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

### INTRODUCTION

<table>
<thead>
<tr>
<th>ITB. 1.1.1</th>
<th>With the objective of implementing the procurement of service for operation of Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing &amp; RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur, NNGJ has initiated competitive single stage bid process (the “Bidding Process”) and invites financial proposals (the “Bids”) from eligible Bidders (the “Bidders”) pursuant to this Bid Documents to be provided by the NNGJ(collectively the “Bidding Documents”)for identification of private party (the “Firm”) who in accordance with the provisions of the Contract Agreement to be executed between NNGJ and the Firm shall be responsible for door to door collection, segregation and transportation of Collected household waste upto secondary collection point using Real Time Monitoring based monitoring system in Jhotwara zone of Nagar Nigam Greater Jaipur</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB. 1.1.2</td>
<td>Period of Completion: The contract period (the “Contract Period”) for this project is for a term of 03 years with further expendable upto 02 years (01+01).</td>
</tr>
<tr>
<td>ITB 1.1.3</td>
<td>Bidding Parameter- Rate quoted per households</td>
</tr>
<tr>
<td>Bids will be invited for the Project on the basis of lowest Rate quoted per households unit required by a Bidder for implementing the Project. The Bidder shall quote the Rate quoted per householdsunit for the project for the Contract Period.</td>
<td></td>
</tr>
<tr>
<td>ITB 2.4.1</td>
<td>Eligible Bidders</td>
</tr>
<tr>
<td>The Bidder(s) eligible for participating in the bid shall be any one of the following three categories. The bidder can be a single Business Entity² /MSME/ Joint Partnership with other companies/firms meeting the qualification criteria as set out in the RFP.</td>
<td></td>
</tr>
</tbody>
</table>

### BIDDING DOCUMENTS

| ITB 2.8.1 | The Bidding Documents are those stated below and these should be read in conjunction with any Addenda/Corrigendum issued by NNGJ in accordance with Clause 2.10 shall be the part of Bid Document. |
| Notice Inviting Tender |
| Section I Instructions to Bidders |
| Section II Bid Data Sheet |
| Section III Qualification & Evaluation Criteria |
| Section IV Bidding Forms |
| Section V Conditions of Contract |
| ITB 2.9.1 | A prospective Bidder, requiring any further information or clarification of the Bidding Documents, may notify NNGJ in writing or by email. |
| ITB 2.9.3 | In the event of any conflict or discrepancy within the Bidding Documents, the priority of documents forming the document shall be as below |
| 1. Instructions to Bidders |
| 2. Notice Inviting Tender |

---

²Business Entity means a company duly incorporated under the Companies Act 1956 or a registered partnership firm or a registered society. In case of a partnership firm or a society, a copy of the certificate of registration issued by the concerned authority, should be submitted along with the Proposal.
### Conditions of Contract

Table 2.10.1

| ITB 2.10.1 | At any time prior to the deadline for submission of Bids, the NNGJ may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder may modify the Bidding Documents by issuing an Addendum/Corrigendum. |

### Price Schedule

Table 2.11

| ITB 2.11 | The Bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the NNGJ, shall be written in the Hindi or English language. Supporting documents and printed literature furnished by the Bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail. |

#### PREPARATION OF BIDS

Table 2.12

| ITB 2.12 | The Bid submitted by the Bidder shall comprise the following: Bid Document and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by Bidders in accordance with these Instructions to Bidders. |

Table 2.14

| ITB 2.14 | The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees. |

Table 2.16.1

| ITB 2.16.1 | Bids shall remain valid for a period, 90 (Ninty days) days after the last due date of submission of Bid. |

Table 2.17.1

| ITB 2.17.1 | Bidder will be required to deposit desired amount as EMD as per Notification of Government of Rajasthan applicable at the time of bidding shall be paid online in the account of NNGJ at website www.jaipurmc.org. |

Table 2.18.2

| ITB 2.18.2 | If the successful Bidder does not pay the Performance Security Deposit in the prescribed time limit or fails to sign the Contract Agreement his Earnest Money Deposit will be forfeited by the NNGJ or otherwise firm is to be debarred for two years. |

Table 2.21.2

| ITB 2.21.2 | The Bid should be submitted online as detailed in clause 2.21.2 |

### SUBMISSION AND OPENING OF BIDS

Table 2.22

| ITB 2.22 | The entire desired document shall be submitted by bidder through online. One bidder can participate in maximum 3 zones for the procurement of service for operation of door to door household waste collection, segregation and transportation of collected household waste upto secondary collection point through real time monitoring using geo-fencing & RFID based monitoring system in Nagar Nigam Greater Jaipur |

### AWARD OF CONTRACT

Table 2.30.1

| ITB 2.30.1 | Prior to expiration of the period of bid validity prescribed by NNGJ, NNGJ will notify the successful bidder confirmed by letter/ email, that his bid has been accepted. This letter hereinafter referred to as the “Letter of Acceptance (LOA). |

Table 2.31.1

| ITB 2.31.1 | Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance from NNGJ, the Successful Bidder shall furnish to NNGJ a Performance Security of 03% of first year contract value (in case of MSME 01% % of first year contract value) in the form of Bank Guarantee. |
SECTION III: QUALIFICATION AND EVALUATION CRITERIA

2.28 TECHNICAL EVALUATION PARAMETERS

To be considered qualified for opening of Price Proposal; each Bidder should meet Technical Proposal Evaluation Criteria specified hereunder.

### Bidder’s Experience

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
</table>
| 1. Bidder should have completed project for Door to Door Collection & transportation of waste having population not less than 02 lakhs with any ULB /Central /State Govt. Departments/PSU in India in last three years as on publication of RFP.  
   - One Project 10 marks  
   - Every Additional Project (max 3) – 5 marks each | 25 marks |
| 2. Bidder should have experience of implementing software solution related to Collected household waste with installation of RFID cards based solutions for fleet management with real time monitoring system for population not less than 02 lakhs or 40,000 households in any ULB/Government in last three years as on publication of RFP with households.  
   - One project – 10 marks  
   - Every Additional project (max 3) – 5 marks each | 25 marks |
| 3. Average annual turnover  
   - Minimum 03 Crore & less than 05 crore – 05 marks  
   - Minimum 05 Crore & less than 10 Crore – 10 marks  
   - Minimum 10 Crore – 15 marks | 15 marks |
| 3. Net Worth  
   - Minimum 03 Crore – 05 marks  
   - Above 03 Crore – 05 Crore – 10 marks  
   - Above 05 Crore – 15 marks | 15 marks |
| 4. Employee Strength in India  
   - Minimum 50 employees – 02 marks  
   - Minimum 100 employees – 05 marks  
   - Minimum 200 employees – 10 marks | 10 marks |
| Bidders are required to submit ECR file of PF department indicating employee’s strength in India. |       |
| 5. Methodology for Implementation plan (as per appendix VIII) | 05 marks |
| 6. Operation plan for primary Door to Door Household Waste Collection, and Transportation of collected household waste up to secondary collection point  
   - Primary door to door collection plan and methodology  
   - Deployment plan of hoopers and helpers  
   - Plan for IEC and Real Time Monitoring activities  
   - Approach and Methodology for handling Public Grievances, Emergencies and contingencies | 05 Marks |

[Total - 100 Marks]
- The firm must submit, with its Technical Proposal, the documentary evidences (such as letter of award/PO, contract copy) clearly specifying the contract value and scope of work regarding fulfillment of above criteria for Bidder’s Experience.
  - Bidder must provide the experience statement for work done for above.
  - Only Completed projects shall be considered in this regard.
  - Bidders are required to submit letter indicating employee strength in India from authorized signatory or HR Manager.
  - The minimum total technical score required shall be **70% (70 Marks)** to become eligible for opening of the Financial Proposal.
  - The bidder shall enclose the report in the documented form consisting details of strategy used to achieve the tender objectives, field survey, automated system & software details, methodology etc.
  - Technical Bid consisting software details and implementation plan.

Appendix VIII with supporting documentary evidences.

### 2.29 Opening of Financial Bids

2.29.1 Financial Proposal of shortlisted Bidders who qualify after evaluation of Technical Proposal shall be opened.

2.29.2 Financial Proposal of all the shortlisted Bidders would be evaluated on the basis of the Financial Offer as specified in the Bidding Documents.

2.29.3 The bidder with lowest financial quote for per household and Procurement & Installation of RFID Card shall be considered as the Preferred Bidder for the discussion leading to the award of contract. Incase, In the event that two or more Bidders quote exactly the same, The bidder with lowest financial quote for per household shall be considered as the Preferred Bidder for the discussion leading to the award of contract.

2.29.4 In the event that two or more Bidders quote exactly the same[lowest or highest] validated Financial Bid Parameter for the project, then the NNGJ reserves the right either to,
   (i) Give preference to the Eligible Bidder who has experience of working in other states; or  
   (ii) Invite fresh Bids from these Bidders; or  
   (iii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or  
   (iv) NNGJ may either choose to accept the Bid of the Preferred Bidder or invite him for negotiations.

2.29.5 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, NNGJ shall declare the Preferred Bidder as Successful Bidder.

2.29.6 NNGJ will notify the Successful Bidder by facsimile and by a letter that its Bid has been accepted.
SECTION IV: BIDDING FORMS
APPENDICES

Part I: Key Submissions
APPENDIX A: To be submitted as per Scope of Work mentioned in clause 10.0
APPENDIX B: Format for Intent to Submit Proposal
APPENDIX I: Covering Letter cum Project Undertaking
  1) Details of Bidders as per ANNEXURE IV
     (Copy of Memorandum and Articles of Association, if the Bidder is a body
     corporate, and if a partnership then a copy of its partnership deed)
  2) RTGS in favour of “The Commissioner, Nagar Nigam Greater Jaipur” for
     Rs.5,000/- (Rupees Five Thousand only) towards the cost of RFP document.
  3) EMD shall be paid online in the account of NNGJ at website
  4) The Bid shall be summarily rejected if it is not accompanied by the EMD.
  5) Technical Capacity of the Bidder as per ANNEXURE V
  6) Performance Satisfaction Certificate as per ANNEXURE VI
  7) Financial Capacity of the Bidder as per ANNEXURE VII
     (Copies of Bidder’s duly audited balance sheet and profit and loss account for
     the preceding three years)
  8) Statement of Legal Capacity as per ANNEXURE VIII
APPENDIX II: Power of Attorney for signing the Bid
APPENDIX III: Power of Attorney for MSME
APPENDIX IV: Joint Bidding Agreement
APPENDIX V: Anti-Collusion Certificate

Part II: Technical Proposal
APPENDIX VI: Technical Proposal

Part III: Financial Proposal
APPENDIX VII: Financial Proposal
APPENDIX VIII: Guidelines for deployment of Hooper and Manpower as per
CPHEOO Manual
Appendix IX- List of relevant Real time monitoring based system checklist.

B: (Financial proposal)
Part III: Financial Proposal
APPENDIX VII: Financial Proposal
APPENDIX – B: Format for Intent to Submit Proposal

Date

To,
Commissioner
Nagar Nigam Greater, Jaipur.

Dear Sir,

Ref: Request For Proposal for Procurement of service for operation of Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar under guidelines of Swachh Bharat Mission (SBM).

The under signed hereby acknowledges and confirms receipt of all the Sections of the Request for Proposal (RFP) Document for the captioned project from NNGJ and conveys its intention to submit a Bid for the Project.

…………………………………………
Name of the Bidder

…………………………………………
Signature of the Authorized Person

…………………………………………
Name of the Authorized Person

Note:
On the Letterhead of the Bidder. To be signed by the Lead Member in case of a Joint Venture. The acknowledgement should be sent within 2days of purchase/download of the RFP Document
APPENDIX I: Format for Covering Letter cum Project Undertaking

Date

To,
Commissioner
Nagar Nigam Greater Jaipur.

Ref: Request For Procurement of service for operation of Door To Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar under guidelines of Swachh Bharat Mission (SBM).

Dear Sir,

Being duly authorized to represent and act on behalf of …………………… (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Bidding documents provided to us by NNGJ, in respect of the project, the undersigned hereby submits the Proposals in response to the Bidding documents. For your evaluation

I/We are enclosing our Bid in one (1) original, along with details / certificates as per the requirements of the Bidding documents.

We confirm that our Bid is valid for a period of 90 days from the date of opening of financial bid/negotiation.

We also hereby agree and undertake us under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Bid is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Contract Agreement, a draft of which also forms a part of the Bidding documents provided to us.

……………………………………..
(Signature of the Authorized Person)

……………………………………..
(Name and designation of the Authorized Person)
Annexure IV: Details of Bidder

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the NNGJ:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:

5. Name of Bidder

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Has the Bidder/MSME / JV been barred by the [Central / State] Government, or any entity controlled by it from participating in any project?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>If the answer to 1 above is yes, does the bar subsist as on the date of Bid?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Has the Bidder/MSME/JV paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. A statement by the Bidder/MSME and each of the Members of its JV (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary).
Annexure V: Technical Capacity of the Bidder

<table>
<thead>
<tr>
<th>Item</th>
<th>Particulars of the Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of the Project</td>
<td></td>
</tr>
<tr>
<td>Nature of the project</td>
<td></td>
</tr>
<tr>
<td>Entity for which the project was done</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>Project cost</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of project/ contract</td>
<td></td>
</tr>
<tr>
<td>Date of completion/ commissioning</td>
<td></td>
</tr>
<tr>
<td>Equity share holding(with period dating which equity was held)</td>
<td></td>
</tr>
<tr>
<td>Whether credit is being taken for the eligible Experience of an</td>
<td></td>
</tr>
<tr>
<td>Associate (Yes/ No)</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure.
2. The projects cited must comply with the eligibility criteria specified in the RFP. Information provided in this section is intended to serve as a back-up for information provided in the Bid.
3. A separate sheet should be filled for each Eligible Project.
4. Experience for any activity relating to an Eligible Project shall not be claimed by bidder. In other words, no double counting by a Bidder/ MSME/ JV in respect of the same experience shall be permitted in any manner whatsoever.
5. Certificate from respective clients must be furnished as per format below for each Eligible Project.
ANNEXURE VI - Format for Performance Satisfaction Certificate

(On the Letterhead of the ULB)

We hereby certify and confirm that M/s. ________________ (Name of Operator) has been handling or has handled ……………………………………..projects in our Corporation/ Municipality from _______________to _____________ (delete whichever is not applicable) and that their performance is found satisfactory. Further the said company has not been subjected to any vigilance investigations or subjected to any pending or adjudicated dispute/s or termination or cancellation in respect of the above project/s.

Dated this .........................Day of ........................., 2022

....................................................
Commissioner
## Annexure VII: Financial Capacity of the Bidder

<table>
<thead>
<tr>
<th>Bidder Type</th>
<th>Net Worth (year 1)</th>
<th>Turnover (year 1)</th>
<th>Net Worth (year 2)</th>
<th>Turnover (year 2)</th>
<th>Net Worth (year 3)</th>
<th>Turnover (year 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder /MSME /JV (Lead member)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Member 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Instructions:

1. The Bidder/MSME/ JV shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Bid Due Date. The financial statements shall:
   - (a) Reflect the financial situation of the Bidder/MSME/ JV;
   - (b) Be audited by a statutory auditor;
   - (c) Be complete, including all notes to the financial statements; and
   - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders). Net worth of Associate / Group Companies will not be considered for the purpose of qualification.

3. The Bidder shall provide an Auditor’s Certificate/ Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with of the RFP document.

4. For the purpose of the Bid, Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to in accordance with of the RFP document.

5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
Annexure VIII: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref.
Date:

To

Commissioner
Nagar Nigam Greater, Jaipur.

Dear Sir:

We hereby confirm that we/ our members in the Bidder /MSME/ JV (constitution of which has been Described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..................... (insert individual’s name) will act as our representative/ will act as the representative of the Bidder /MSME/ JV on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorized signatory)

For and on behalf of.................................
APPENDIX II: Power of Attorney for Signing of Bid

Know all men by these presents, We, _________________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/ wife of ______________________ and presently residing at ________________________, who is [presently employed with our MSME 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 Bid for Procurement of service for operation of door to door collection, segregation and transportation of Collected household waste up to secondary collection point using Real Time Monitoring based monitoring system in Jhotwara zone of Nagar Nigam Greater Jaipur under guidelines of Swachh Bharat Mission (SBM) for Nagar Nigam Greater Jaipur including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the NNGJ, representing us in all matters before the NNGJ, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NNGJ 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 NNGJ.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 __________, 2016

For________________________

(Signature)

(Name, Title and Address)

Witnesses:
1.
2.
Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)
Notes:

- 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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille Certificate.
APPENDIX III: Power of Attorney for MSME

Know all men by these presents, We, ________________________ (name of the MSME and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ________________________ and presently residing at ________________________, who is [presently employed with us/ the Lead Member of our MSME 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 Bid for Procurement of service for operation of door to door collection, segregation and transportation of Collected household waste upto secondary collection point using ICT based monitoring system in Jhotwara zone of Nagar Nigam Greater Jaipur

under guidelines of Swachh Bharat Mission (SBM) for Nagar Nigam Greater Jaipur .including but not limited to signing and submission of all Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the NNGJ, representing us in all matters before the NNGJ, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NNGJ 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 NNGJ.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 __________, 2016

For ________________________

(Signature)

(Name, Title and Address)

Witnesses:
1. 
2. 

Accepted [Notarized]

(Signature)
Notes:

- 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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille Certificate.
APPENDIX IV: Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ............. day of ........, 2016

AMONGST
1.  {………… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ............ (here in after referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND
2.  {………… Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ............. (here in after referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS
(A) Nagar Nigam Greater Jaipur (NNGJ) represented by its Commissioner and having its principal offices at Jaipur, Rajasthan (hereinafter referred to as the “NNGJ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited technical and financial proposals (the “Bids”) by its Request for Proposal No. ............. dated ............(the “RFP”) for Procurement of service for operation of door to door collection, segregation and transportation of Collected household waste upto secondary collection point using REAL TIME MONITORING based monitoring system in Jhotwara zone of Nagar Nigam Greater Jaipur under guidelines of Swachh Bharat Mission (SBM).
(B) The Parties are interested in jointly bidding for the Project as MSME and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
(C) It is a necessary condition under the RFP document that the MSME shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.
APPENDIX V: Format for Anti-Collusion Certificate
(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this ................................Day of ....................., 2022

....................................................
(Name of the Bidder*)

....................................................
(Signature of the Authorized Person)

....................................................
(Name of the Authorized Person)
APPENDIX VI: Format for Technical Proposal

Based on the details/requirements given in the RFP, Eligible Bidder(s) shall submit their Technical Approach, Methodology and Project Plan.

You are suggested to present in your technical proposal the followings:

a) Operation plan for primary collection and Transportation of collected household waste
   • Primary door to door collection plan and methodology
   • Deployment plan of hoopers and helpers
   • Plan for IEC and Real Time Monitoring activities
b) Approach and Methodology for handling Public Grievances, Emergencies and contingencies
c) Experience and capabilities in SWM Sector in India
d) Additional Experience and capabilities in SWM sector in India (more than above stated criteria)
e) Average Annual Turn Over (AATO)
f) Net worth (NW)
To,
The Commissioner
Nagar Nigam Greater Jaipur,
Jaipur

Sir,
Subject: Financial Offer for Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Rate per Household Unit</th>
<th>Total amount with taxes in Rs.</th>
<th>Total amount with taxes in words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing (RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc for Residential Houses, Commercial establishments, Shops, Institutional Premises, Hospital, Hostel, Marriage Garden, Cinema Halls, Malls etc. and all other establishments existing in the service area of Zone Area of NNGJ.</td>
<td>-</td>
<td>0.00</td>
<td>INR Zero Only</td>
</tr>
</tbody>
</table>

Note:
1) All capital cost, installation of RFID cards, Operation and maintenance costs/charges, POL, rent, survey, parking spaces, workshop, office space and all other necessary expenses needed for work shall be included in the above mentioned rates. No other charges shall be payable to Firm for any extra work to be carried out to cover the scope of work mentioned in the bid document of the tender throughout the contract period. Rate per Household Unit quoted should be inclusive of GST/ESI/PF and all other duties and taxes. POL, labour and operator/driver/helper for the work
will be arranged by firm at their own cost. It is not binding on the Nagar Nigam Greater Jaipur to provide any machinery.

2) Any change in taxation law by Government of India or state Government shall be applicable as per actual. Any such increase (after proposal submission due date) shall be reimbursed upon submission of documentary evidence of the same.

3) Rate per household submitted by successful bidder shall be revised @ 3% increment per year from the quoted rate by the firm.

4) No escalation shall paid throughout the contract period except @ 3% increment per year as mentioned in point no. 03.

5) Courts at Jaipur shall have exclusive jurisdiction over the contract.

SEAL OF COMPANY
Signature.
Designation.
Date… … … … … … … … … … … … … … … …

Note:
On the Letter head of the Bidder and to be signed by the bidder or lead member.

In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
### APPENDIX VIII: List of relevant Real Time Monitoring based system checklist

#### Table 1 Navigation System

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Navigation System Features and Specifications</th>
<th>Check box (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hardware</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Display (touch display greater or equal to 4 inch)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Built in Memory (16 GB or more)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>ROM (2 GB or more)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bluetooth (4.0 or advance)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Wifi (802.11b/g/n)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>GPS</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Network Support (4G Volte, 4G/3G/2G) &amp; updated version will be preferred</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Processor (1.4 Octa Core)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>In-Built Battery (3000 mAh or more)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Operating System (Google Android) – 8.0 &amp; above</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Application showing door to door (step by step) Navigation for Jaipur City</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Offline mode Navigation system</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Other components</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Stand for permanent Mounting of Navigator in Auto Tipper</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>External Charging Adapter</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Charging Cable</td>
<td></td>
</tr>
</tbody>
</table>

#### Table 2 Smart Card Reader

<table>
<thead>
<tr>
<th>S. No</th>
<th>Smart Card Reader Features and Specifications</th>
<th>Check box (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hardware</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Display &amp; Reader</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bluetooth range up to 10 meters</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Battery backup of 12 hour or more</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Software</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Application support for RFID Tag reading</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Application support for Payment updates of user</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Application support for real time data sending to server</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Other components</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Charging Adapter</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Charging Cable</td>
<td></td>
</tr>
</tbody>
</table>

#### Table 3 Web Portal

<table>
<thead>
<tr>
<th>S. No</th>
<th>Web Portal Features and Specifications</th>
<th>Check box (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Real time door to door waste collection details</td>
<td></td>
</tr>
</tbody>
</table>
2. Waste collection history details of all smart card holders/bins
3. Real time tracking of Auto tipper
4. Live updates from Navigator to Web Portal
5. Live updates from Smart Card Reader to Web Portal

Table 4 Client Software

<table>
<thead>
<tr>
<th>S. No</th>
<th>Client Software Features and Specifications</th>
<th>Check box (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Alarm for waste pickup before arrival of Waste Collection Auto tipper</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Real time collection update</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Waste collection history</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Real time payment status</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Real time tracking of Waste Collection Auto tipper</td>
<td></td>
</tr>
</tbody>
</table>

Table 5 Smart Card

<table>
<thead>
<tr>
<th>S. No</th>
<th>Smart Card Features and Specifications</th>
<th>Check box (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Smart card (13.56 Mhz &amp; Mifare1k chip)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Printing of design on each smart card</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Printing of Unique Id on each smart card</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Smart Card installation at all houses/shops etc.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Survey of all houses/shops etc.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Geo-tagging of all house/shops/hostel/hotel etc. within the map where smart card id will be installed.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Data storage of survey in encrypted form</td>
<td></td>
</tr>
</tbody>
</table>

Table 6 Bidder should have fulltime engagement of Real Time Monitoring team for technical support in following areas:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Expertise Area</th>
<th>Check box (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Radio frequency identification</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Internet of things/Information Communication Technology</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Cloud computing</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Mobile app development</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Wireless communication</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Web development</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>GPS Tracking</td>
<td></td>
</tr>
</tbody>
</table>

Note: The bidder shall attach documentary evidence for above said specifications along with the duly filled and signed declaration on Appendix VIII. I had read and understood all the terms and conditions mentioned in all the sections of NIB and I am bound to comply them.

(Signature & stamp seal)
Bidder
SECTION V: CONDITIONS OF CONTRACT

A. GENERAL

1.0 Definitions

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

(i) “Contract” means Conditions of Contract, the Employer’s Requirements, the Tender, the Firm’s Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

(ii) “Employer’s Requirements” means the description of the scope and programme of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.

(iii) “Tender” means the Firm’s priced offer/offered rates to the Employer for the Works/Services.

(iv) “Activity Schedule” means schedule of activities comprising the different tasks/operations to be performed by the Firm under the Contract.

(v) “Works” are what the Contract requires the Firm to carry out and perform.

(vi) “Acceptance Letter” means the document from the Employer on behalf of Nagar Nigam Greater Jaipur addressed to the Firm indicating acceptance of the Contract Price and its acceptance of the Firm as the preferred Party to carry out the works, perform services and operations under the Contract.

(vii) “Firm’s Bid” means the completed document submitted by the Firm to the Nagar Nigam Greater Jaipur. The term Firm’s Bid and tender have been used synonymously.

(viii) “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writes or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.

(ix) “Affected Party” means Party claiming to be affected by a Force Majeure Event as described in the bid document.

(x) “Applicable Permits” means all clearness, permits, authorizations, consents and approvals required to be obtained and maintained by the Firm under Applicable Laws.

(xii) “Notice to Proceed” is the notice issued by NNGJ to the Firm to proceed with operations and services. Whenever possible the Notice to Proceed will be issued by the Commissioner immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.
Persons
(i) “Authority” means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Rajasthan or any Local Authority including the Nagar Nigam Greater Jaipur or any other sub-division or instrumentality of any thereof.
(ii) “Party” means either the Nagar Nigam Greater Jaipur or the Firm; any of the parties to this Contract and “Parties” means both the party to this Contract.
(iii) “Competent Authority” is the Commissioner, Nagar Nigam Greater Jaipur and notified to the Firm i.e Deputy Commissioner Zone who shall be responsible for supervising the Firm, administering the Contract, certifying payments. The Commissioner NNGJ shall be the Competent Authority for this contract.
(iv) "NNGJ” means Nagar Nigam Greater Jaipur as incorporated under the Rajasthan Municipalities Act, 1959 & 2009.
(v) “Municipal Commissioner” means the Commissioner of Nagar Nigam Greater Jaipur for the time being holding that office and also his/her successor and shall include any officer authorized by him/her. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation’s Representative for the purposes of this Contract.
(vi) “Employer” means the Commissioner, Nagar Nigam Greater Jaipur, Jaipur and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
(vii) “Firm” means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the NNGJ and the legal successors in title to such person, but not(except with the consent of the Employer) any assignee of such person.
(ix) “Employer’s Representative” means the person appointed by the Employer to act as Employer’s Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Firm shall be considered as Employer's Representative.
(x) “Firm’s Representative” means the person (if any) named as such in the Contract or other person appointed from time to time by the Firm.

Dates, Times and Periods
(i) “Commencement Date” means the date when the Firm shall commence his operations in the service area.
(ii) “Completion Date” is the date of completion of the operations/activities and as certified by the Competent Authority.
(iii) “Contract Period,” means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is three years from the date of issue of letter of acceptance.
(iv) “Operating Year” means each successive period, the first such period commencing on the date on which daily collection and transportation of
collected household waste in the service area commence and ending three hundred and sixty five (365) days.

(v) “Termination Date” means the date on which the Contract is terminated by way of defaults of either the Corporation or the Firm, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.

(vi) “Day” means a calendar day, “Months” means calendar months and “year” means 365 days.

Money and Payments

(i) “Contract Price” means the payment to be made by the NNGJ to the Firm for carrying out works and performing different operations as specified in the tender document and agreement.

(ii) “Tax” means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

(v) “Security Deposit” means the deposit provided by the Firm, as a performance guarantee under this Contract.

Other Definitions

(i) "House/Property" means a house/property, existing in the area of Jhotwara Zone of Nagar Nigam Greater Jaipur.

(ii) “Operations” means the maintenance of the Facilities and/or System including manning, operating, inspection, repair, redress of complaints and other operations required for fulfilling the Firm’s obligations under the Contract.

(iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.

(iv) “Fraudulent Practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Firms (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

(v) "Collusive practices” means a scheme or arrangement between two or more Firms, with or without the knowledge of the Nagar Nigam Greater Jaipur, designed to influence the action of any party in execution of a contract;

(vi) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.

(vii) “Law” includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

(x) “Wet Garbage” means any biodegradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells,
(xi) “Dry Garbage” means any recyclable garbage consisting of plastic, metal, thermocol, foam, glass, paper, cloth, etc. and as defined in the SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines.

(xii) “Service Area” means the entire area under different wards as specified in the tender document of Nagar Nigam Greater Jaipur, Jaipur.

(xiv) “Secondary Collection Points” means the place as specified by Deputy Commissioner Zone and Deputy Commissioner Garage where Firm has to unload their primary collection vehicles after door to door collection of waste from household, from where collected Waste shall be transported through Garage section of Nagar Nigam Greater Jaipur or any other mechanism adopted by NNGJ. Operation and management and up-keeping of Secondary Collection Points/ Transfer Station shall be done by Deputy Commissioner Zone and Deputy Commissioner Garage.

2.0 Representations and Warranties of Parties

2.1 The Firm represents and warrants to NNGJ for the term of this Contract that:

(a) Expertise and skills to manage, operate and maintain the services of daily Door To Door Household Waste Collection, segregation and transportation of collected household waste upto secondary collection point and carry out the operations under this Contract; and

(b) It has the financial standing and capacity to undertake the Contract.

(c) Prior to executing this Contract, the Firm has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the operations and performing services including conditions of existing area, Applicable Laws and clearances and all matters related to this Contract. The Firm is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.

(d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.

(e) No representation or warranty by the Firms contained herein or in any other document furnished by it to NNGJ or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

(f) No bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.

(g) Without prejudice to any express provision contained in this Contract Agreement, the Firm acknowledges that prior to the execution of Agreement under this Contract, the Contactee has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure in
service area and the information provided by NNGJ, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Firm in the course of performance of his obligations hereunder.

2.2 The NNGJ represents and warrants to Firm for the term of this Contract that:
(a) NNGJ has full power and authority to award this Contract
(b) NNGJ has taken all necessary actions to authorize the execution of this Contract.
(c) This agreement under this Contract constitutes NNGJ’s legal valid and binding obligation enforceable against it in accordance with the terms hereof:

3.0 **Obligation to Notify Change**
In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who has made such representation or given such warranty shall promptly notify the other of the same.

4.0 **Assignment of Work**
The Firm shall be responsible for timely submission of records to Deputy Commissioner Zone.

5.0 **Amendments**
This Contract is a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

6.0 **Communications**
(i) Communications between Parties, which are referred to in the conditions are effective only when in writing.
(ii) All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Hindi or English. If sent by registered post to the last known place or abode or business of the Firm shall be deemed to have been served on the date.

7.0 **Interpretation**
7.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

7.2 The documents forming part of the Contract shall be interpreted in the following order of priority:
(i) The Signed Form of Agreement
(ii) The Letter of Acceptance
7.3 The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Jaipur shall have jurisdiction all over matters, arising out of relating to Agreement under this Contract.

8.0 **Contract Period**

8.1 The Firm shall commence performing different activities from the date of acceptance letter, complete all pre-operational activities and arrange for all mobilization within thirty (30) days from the date of issue of work order.

8.2 The Firm should ensure commencement of daily door to door collection and transportation of collected household waste in the service area within 30 (thirty) days from the date of issue of work order.

8.3 The Contract Period shall commence from the date of acceptance letter for a period of three years. The NNGJ shall review the performance level of work/service under this Contract for renewal & renewal of contract shall be for subsequent two years on mutual consent.

8.4 The contract period can be renewed for further period of 2 (two) years by NNGJ on the basis of performance level of work/service. Alternatively, if the Firm wishes to discontinue his services and operations at the end of the contract period of 03 (three) years, he shall provide a minimum of ninety (90) days notice requesting for such discontinuation.

8.5 Notwithstanding anything the Firm shall continue to provide services and perform operations till the appointment of a Successor Firm.

8.6 The performance of service and work of the Firm shall be evaluated by Deputy Commissioner Zone under NNGJ every month on the basis of performance report of Independent Engineer.

8.7 In the event that the Parties agree to continue with the current Contract after Contract period of three (03) years, all Conditions of Contract shall be followed as laid out in this bid document. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

9.0 **Price Adjustment**

The rate for Door to Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System shall be on rate per household unit and shall hold well throughout the
contract period. Rate per household submitted by successful bidder shall be revised @ 3% increment per year from the quoted rate by the firm.

10.0 Scope of Work
Parts Of The Work: Door to Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur. The prime features of work/service, to be performed and provided under this contract by the Firm, are as follows:-

10.1 PART A. Pre-Operational Activities: The Firm shall have to complete the various activities before starting operations of collection of collected household waste in the service area. The Firm shall commence all activities concurrently. The details of activities are as follows:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Compliance to be done</th>
</tr>
</thead>
</table>
| 1     | Field Survey:  
- Total nos. of households in ward and entities mentioned in table of user charge,  
- The total nos. of commercial and other establishments in the ward  
- Total nos. of Bulk Waste Generators in wards with their geo-locations,  
- Geo-fencing of wards  
- Geo-fencing of vehicles routes in Real time monitoring system (until & unless route is modified as per survey of bidders & submitted, attached route shall be final)  
(The survey data shall be kept secured and stored in encrypted form. The same will be provided to Nagar Nigam Greater Jaipur for verification and other related work in the form of easy access i.e. android application etc. Survey data shall be verified by the Zonal CSI.)  
RFID/household & other survey data confidentiality shall not be shared, used without written consent of Nagar Nigam Greater Jaipur | Three months from the date of issue of Work Order  
- Firm shall complete 30% of total work in first month  
- Firm shall complete upto 70% of total work in second month  
- Firm shall complete remaining 30% of the total work in third month  
- Firm has to do complete survey taking consideration that no area of household and commercial and others establishments are left.  
- Firm has to submit survey data on every 15 days.  
- Nagar Nigam Greater Jaipur has its sole discretion to add new areas in zone’s RFP.  
- During this contract period, if any residential and commercial area develops and any new area is added into jurisdiction of Nagar Nigam Greater Jaipur. Firm shall do survey and submit report to the authorities.  
- Penalties shall be imposed if timely completion of survey is not done in scheduled time interval. |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30% of total work in first month</td>
<td>No Penalty</td>
</tr>
<tr>
<td>2</td>
<td>70% of total work upto second month</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Remaining 30% of the total work in third month</td>
<td>After time interval 5000/- per week</td>
</tr>
</tbody>
</table>

2 Preparing Route Plan and submitting to the Deputy Commissioner Zone. Submission of beat-wise /sector-wise manpower (Supervisors and Safai Kamgar) After complete survey, firm shall submit route plan according to survey & get it approved by NNGJ till then firm shall work according to the fixed route chart attached with RFP. Within (10) days from the date of issue of Work Order to the Firm to commence work by NNGJ. *(Route is attached with this RFP.)*

3 Training to the field staff deployed for collection of household waste Firm shall deploy trained staff for collection of household waste,

4 Meeting with the Deputy Commissioner zone to review all activities Meeting Regularly and reporting about the progress of work

**Part B: Installation of Real Time Monitoring based monitoring System including tools for monitoring and mobile applications for door to door collected household waste collection up-to secondary collection points:** - Proposed automation system shall consist of the following components/tools integrated or standalone with bare minimum features as described below.

(i) **Navigation Device System Installation:**-Navigation Device shall be installed in all primary collection vehicles involved in Door-to-Door collected household waste collection. Navigation Device shall contain software capable of doing following task efficiently which shall provide route to each household in both online/offline mode. It shall send real real-time collection details to Web Portal.

(ii) **Smart Electronic Card (RFID Card) Installation:** Installation of “Smart Electronic Card (RFID Card)” **with unique Id** at the outer wall of every house/shops/hostel/hotel etc. Single RFID Smart card (13.56 mHz & Mifare1k, Smart electronic card of minimum size 50mmX80mm.) shall be installed in multistorey building/apartment & commercial building /shop, Kachhi Basti. Printing of common design and colour on RFID smart card shall be approved by authority of Nagar Nigam Greater Jaipur situated within the territorial limits of Nagar Nigam Greater Jaipur. Geo-tagging and collection of necessary information of each house/shops/hostel/hotel etc. shall be done through survey.
Color of RFID cards of household & commercial Establishments will be different.

(iii) Smart Card Reader with upgradable Optional Payment System:-Smart Card Reader shall be used to update waste collection status of all house/shops/hostel/hotel etc. After waste collection from house/shop, the attendant shall read installed smart card and Smart Card Reader shall update this information on Web Portal and Firm must provide a Smart Card Reader to the attendant per vehicle.

(iv) Web Portal:-Web portal for Nagar Nigam Greater Jaipur for real-time monitoring and reporting (shall be able to check the real time waste collection and payment history & able to download ward wise report day/week/month) of door to door waste collection.

(v) Android application for registered users (i.e. house/shop/hostel/hotel):-The user shall be able to download application from google play store and shall be able to get notification in their application 5-10 mins before the arrival of the waste collection vehicle & able to check at least 06-month history of waste collection and user charge payment (if applicable). The user shall be able to log complaints related to their Door-to-Door collection as and when demanded by Deputy Commissioner Zone.

(vi) Application for waste collection:-Monitoring of waste collection from all residential areas, apartments, quarter, commercial areas, Hotel, Restaurant and Office complex etc. on routine basis through photographs & videos of operation.

Part C: Door to Door waste primary collection and transportation:-

i. Door to Door waste collection of segregated dry, wet waste & domestic hazardous from all residential areas, Apartments, quarter, Commercial areas, Hotel, Restaurant, and Office complex, multi-story societies, gated communities and Bulk Waste Generators etc. on daily basis & transport to their respective secondary collection point.

ii. The Firm shall provide Primary vehicles (LCV with more than 700 Kg capacity) with provision of separate collection, One driver and one helpers with each Hooper for door to door garbage collection in residential and commercial/ markets areas of the wards. List of ward wise Hooper deployment is mentioned below until it changes (Route is attached with this RFP.)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Ward</th>
<th>Hoopers (LCV with more than 700 Kg capacity)</th>
<th>Ward wise Hazari Point location details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>43</td>
<td>10</td>
<td>On Niwaru Road</td>
</tr>
<tr>
<td>2</td>
<td>44</td>
<td>4</td>
<td>Govind Tower, Opposite Power House, Kalwar Road</td>
</tr>
<tr>
<td>3</td>
<td>45</td>
<td>6</td>
<td>Near Bindayka Bus Stand, Sirsi Road</td>
</tr>
<tr>
<td>4</td>
<td>46</td>
<td>4</td>
<td>Gokulpura Phatak, Kalwar Road</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>5</td>
<td>47</td>
<td>2</td>
<td>Tejaji Mandir, Gokulpura, Kalwar Road, Jhotwada</td>
</tr>
<tr>
<td>6</td>
<td>48</td>
<td>2</td>
<td>Near Gatte Park</td>
</tr>
<tr>
<td>7</td>
<td>49</td>
<td>8</td>
<td>Near Tempo Stand, Sirsi Village</td>
</tr>
<tr>
<td>8</td>
<td>50</td>
<td>2</td>
<td>Meenawala, Bajri Mandi Road</td>
</tr>
<tr>
<td>9</td>
<td>51</td>
<td>4</td>
<td>Sirsi Road</td>
</tr>
<tr>
<td>10</td>
<td>52</td>
<td>4</td>
<td>Samudayik Kendra, Valmiki Road, Jhotwada Road</td>
</tr>
<tr>
<td>11</td>
<td>53</td>
<td>4</td>
<td>Near Nursery Circle, Karni Palace, Maharana Pratap Road</td>
</tr>
<tr>
<td>12</td>
<td>54</td>
<td>3</td>
<td>Nursery Circle, Paan Shop, Amrapali</td>
</tr>
<tr>
<td>13</td>
<td>55</td>
<td>3</td>
<td>Near Power House, Amrapali Road</td>
</tr>
<tr>
<td>14</td>
<td>56</td>
<td>3</td>
<td>Near Girdharipura Govt School, Gandhi Path</td>
</tr>
<tr>
<td>15</td>
<td>57</td>
<td>3</td>
<td>Chitrakoot Stadium, Counsellor Office</td>
</tr>
<tr>
<td>16</td>
<td>58</td>
<td>2</td>
<td>Near Vidhut Nagar Chauraha, Tempo Stand, Sanjay Nagar</td>
</tr>
<tr>
<td>17</td>
<td>59</td>
<td>5</td>
<td>Infront of Govt School Heerapur, Opp Power House, Dhawas, Ajmer Road</td>
</tr>
<tr>
<td>18</td>
<td>60</td>
<td>2</td>
<td>Ajmer Road</td>
</tr>
<tr>
<td>19</td>
<td>61</td>
<td>2</td>
<td>Near SBI Chauraha, 80 ft Road, DCM, Ajmer Road</td>
</tr>
<tr>
<td>20</td>
<td>62</td>
<td>3</td>
<td>Vidhut Nagar Chauraha</td>
</tr>
<tr>
<td>21</td>
<td>63</td>
<td>3</td>
<td>Gajsinghpura, Tejaji Mahadev Mandir, Ajmer Road</td>
</tr>
<tr>
<td>22</td>
<td>64</td>
<td>3</td>
<td>Near Punjabi Dhaba, Counsellor Office, Janpath Niraman Nagar</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>82</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Apart from above required hoopers firm must always kept 10% hoopers in reserve.*

**Note** –

- Firm shall work with deployment of above nos of hoopers until & unless route is modified as per survey & approved by Commissioner NNGJ.
- Firm shall work according to the attached route chart until new route map (as per survey & CPHEOO manual) is prepared and approved by Commissioner. Firm shall have to submit the changed route map after completion of survey within 30 days period.
- Firm shall not use/deploy same vehicle, driver and helper in more than one ward. There should be no repetition of vehicles, driver and helper during operation/work.
- The Firm shall paint NNGJ Complain Center helpline no., Ward no & signs for dry, wet waste & domestic hazardous and messages for promoting segregation of waste at source on vehicles at his own cost.
- Firm has to deploy the LCV with more 700 kg capacity for efficient household garbage collection in Nagar Nigam Greater Jaipur.
iii. Firm shall install RFID cards at each Households and commercial Establishment at his own cost & Geofencing system shall be maintained by the firm for real time monitoring of Garbage collection. Firm shall develop IT based Monitoring system at nrulpura zone.

iv. In case of failure in VTS & Geofencing system, Firm shall submit daily report to Zonal Deputy Commissioner. The Zonal Deputy Commissioner shall examine the performance of the firm on the basis of performance report submitted by the Independent Engineer which will be prepared on the basis of RFID cards scan on daily, VTS & Geofencing system and submit its performance report for payment on the basis of evaluation done.

v. The Firm shall install and replace or repair the defective smart card/RFID at his own cost during the tenure of the project. In case of failure of RFID, during this transition period of such repair. RFID cards shall be replaced within 02 days necessarily. Manual verification of work from such household is essential but shall not more than 02 days. This shall be verified by Independent Engineer.

vi. If any complaint is received for redressal of grievance online (NNGJ Call Centre, Rajasthan Sampark Portal, Swachhta MoHUA App, CM Helpline or any other mode of complain registration in future) and offline at office, the Firm shall be bound to resolve all the complaints within 24 hours.

vii. The Firm shall provide mobile application and web-portal consists of all necessary information such as vehicle registration no., driver name and mobile number, attendant name and mobile no. assigned to particular ward or all wards to the Zonal Deputy Commissioner of Nagar Nigam Greater Jaipur. Application/web portal should show the locations and details of drivers & worker on the work. All hooper should have functional music system/hooters. Audio/music/Jingle shall be decided by the Commissioner of NNGJ. Any change in Jingle shall be done on the orders of Commissioner of NNGJ only.

viii. The centralized monitoring at zone and headquarter level shall be made and monitored by Independent Engineer (IE), IE shall submit report to the Zonal Deputy Commissioner NNGJ, The role & duties of IE-

- Verify the door to door waste collection from Household, commercial and other establishment through RFID Cards.
- Appoint one technical person at Zone level & Head office level each who will submit the report to Zonal Deputy Commissioner NNGJ.
- Shall assist Zonal Deputy Commissioner NNGJ. (other details mentioned in Point no…)

ix. The Firm must provide mobile application and web-portal credentials for the Zonal Deputy Commissioner & Independent Engineer to monitor the fleet movement and monitoring during working hours and to check the door to door collection reports for a particular ward or zone.

x. The Firm shall provide survey report consisting of detail of each household &
commercial establishments for physical verification process upto 7th of next month in initial survey duration. Survey Report shall be checked and verified by ward SI & CSI and IE & it shall be approved by Zonal Deputy Commissioner within 14 working. Billing of fourth month & successive months shall be made on the basis of covered Households and other establishments. If after completion of survey process if the counts of households comes less than the tentative household & commercial establishments list mentioned in clause no 1.1.5 then the extra payment made during initial 03 months shall be adjusted/recovered from the bills of bidder by zone accountant.

xi. The Firm shall collect user charges from households & establishment as per the prescribed law/rules/regulations/norms framed by the Central/ State Government or the user charges notified by Nagar Nigam Greater Jaipur or develop a platform for submission through application on instruction of Nagar Nigam Greater Jaipur. The Firm shall be able to raise bill for the same as per approved rates of User charges by Government.

xii. Receipt of user charge collection will be issued to householder and others on the same day of collection of user charges. One receipt copy shall be maintained by Firm and shall be submitted to Deputy Commissioner Zone. Collected amount with record shall be deposited in Zone office. Online record of user charges collected shall be maintained by the firm which can be monitored and checked by NNGJ.

xiii. The Firm shall collect user charges deposit in the account of Nagar Nigam Greater Jaipur.

xiv. Nagar Nigam Greater Jaipur can start or rescind the revenue collection anytime as per its convenience.

xv. Firm shall be bound to follow instruction and directions given by CSI/ Deputy Commissioner Zone and Independent Engineer.

xvi. An IEC activity shall (Information, Education & Communication) be done by Firm to promote segregation at source, after three months of IEC activity and work, NNGJ will provide necessary assistance to firm in capacity and awareness buildings.

xvii. After 02 months of preoperational activities, progress of preoperational activities shall be reviewed by Deputy Commissioner Zone & IE shall submit the progress report of the firm and directions issued by Deputy Commissioner Zone will be implemented by firm.

xviii. All the Machineries/ Hoopers shall report to the respective ward sanitary Inspector & CSI at respective ward Hazrigah (starting point). After completion of door to door collection, segregation & transportation work of respective ward, ward supervisor shall report to the ward SI & CSI and ending point of hoopers shall be respective secondary collection point/ transfer station for that ward.

xix. Secondary collection point/ Transfer Station can be changed at any time on the decision of Authorities of Nagar Nigam Greater Jaipur which shall not affect the door to door collection of work.
10.2 Firm shall arrange all the required equipment, tools and vehicles, workshop and parking of vehicles at their own cost. NNGJ will provide POS machines to the firm at his own cost (one POS machine Per Hooper). Operation and maintenance of POS machines shall be done by Firm. Installation cost of RFID Tag shall be borne by the Firm. Firm shall install different colored RFID Tag for Residential and commercial establishments.

10.3 Repairs and Maintenance
Firm shall carry out regular repairing and maintenance of all equipment and vehicles being deployed by the Firm at his own cost.

10.4 Capacity and Awareness Building
- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection & Distribution/ putting up campaign materials like brochures, posters, stickers.
- Involve NGO, RWA, Corporators, NNGJ officials in public awareness campaigns.
- Organize colony/community level events comprising workshops and meetings with RWAs etc
- Conducting orientation programs (at least two in a year) for all workers belonging to MSW Service.
- Placing and painting information boards/banner at least two locations in the ward for disseminating information to public for availing the services envisaged in the project.
- Encourage people for use of different dustbins for waste accumulation.
- Motivate to mobilize the community support for waste management in area of operation/wards.
- To encourage for payment of collection charges for door-to-door collection
- Promote 3Rs (Reduce, Reuse & Recycle) and usage of Recycling Centre in the area
- NNGJ will provide necessary assistance to firm in capacity and awareness buildings.

10.5 **Independent Engineer**:- An Independent Engineer (IE) will be appointed by NNGJ for implementation of this project, who must work independently for all technical support, guidance and supervision the project and its allied activity. The payment to the IE will be borne by NNGJ.

11.0 **Working Hours:** Firm shall ensure route wise timely collection in the period of 08:00 AM to 2:00 PM from all household, all other establishments etc. in the morning shift & in commercial establishment 5.00 pm to 09.00 pm or specified by NNGJ.

11.1 The Firm shall ensure the presence of his personnel every day in field.

11.2 The Firm can modify the working hours with the consent of the NNGJ. The Firm should inform of such changes to NNGJ.

11.3 The Firm shall ensure all operations on three sixty five (365) days of a year irrespective any National Holidays, Sundays and Festivals. (Subject to the Govt. orders & Notification)

12.0 **Approval of the Firm's Methodology and Work Program**
12.1 The Firm shall submit timing, methodology and work program, which he proposed to adopt in order to provide efficient and satisfactory level of operations/services mentioned in section 10.0 (Details mentioned in Part A-Preoperational activities).

13.0 Access to Site
The Firm shall allow any person authorized by NNGJ access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

14.0 Safety
The Firm is responsible for the safety of all its activities on the Site.

15.0 NNGJ's Responsibilities

15.1 NNGJ shall be responsible for procuring, obtaining and maintaining Clearances, provided however that the Firm shall be responsible for maintaining the conditionality of any such clearance, if such maintenance falls within the purview of the Firm.

15.2 The Zonal SI & CSI of Jhotwara Zone & IE appointed by Nagar Nigam Greater Jaipur shall supervise the Firm's work and services in the direction of the Zonal Deputy Commissioner at all times and notifies the Firm of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Firm’s responsibilities. The Firm shall have to correct a defect and improve service level within the time as directed by Zonal Deputy Commissioner.

16.0 Firm’s Responsibilities

16.1 Firm shall install Information Communication Technology based system i.e real time monitoring through RFID & Geofencing based monitoring System including tools for monitoring & deduction of penalties & mobile applications for monitoring of door to door household waste collection up-to secondary collection points & application of user charge collection which shall be verified by IE.

16.2 The Firm shall provide sufficient manpower, machinery, equipment, etc. (details mentioned in clause 10.0) The machinery and equipment shall have to be so designed so that these are in accordance with SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines. The specification designs of all equipment/machineries etc. are required to be approved by NNGJ before start of using.
16.3 The vehicles/machineries to be used by the firm shall be got registered, insured and declared fit/checked by Garage section of NNGJ.

16.4 The Firm shall not modify or alter any Operations without prior written permission of the Zonal Deputy Commissioner.

16.5 The Firm shall be responsible for the safety of all its activities & its personnel on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

16.6 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the service area shall be deemed to be the absolute property of NNGJ.

16.7 The Firm shall be responsible for deposition of all taxes required during as per the law of the land the execution of this contract.

17.0 Environmental Compliance
The Firm shall, at all times, ensure his operations and services regarding collection of Household Waste confirming to the laws pertaining to environment, health and safety aspect including SWM Rules, 2016 and subsequent amendments thereof and CPHEEO guidelines, policies and guidelines related thereto.

18.0 Maintenance of Records
The Firm & IE appointed by NNG shall maintain records of the household collected & any other data required in the format as required by Zonal Deputy Commissioner.

19.0 Sale/disposal of Waste
The Firm shall not sell or otherwise dispose of waste, recovered from the collected household waste. Waste shall be sent to designated place ass per NNGJ directions.

20.0 Insurance

20.1 The Firm shall insure his workmen, equipment etc. No additional burden should fall on the NNGJ due to absence of insurance.

20.2 The Firm shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/arranged/deployed/taken from NNGJ in his possession under this contract. NNGJ shall not be responsible for any type of liability in this regard.
20.3 The minimum amount of Third Party Liability insurance cover shall be Rs 1,00,000 (Rupees one Lakhs only) per occurrence or event, with the number of occurrences not less than four. The Firm shall promptly notify NNGJ of each claim made under the Third Party Liability coverage, and shall renew the Third Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

20.4 The minimum coverage against damage to the facility and materials during operation of the contract shall be Rs. 1,00,000 (Rupees One Lac only). Limiting the Firm's liability pursuant to Clauses 16.0 and 24.0, the following insurance cover is to be provided and maintained by the Firm in the joint names of NNGJ and the Firm for the period from the Start Date to the end of the Contract Period.

20.5 Third party liability in an amount for any one claim or series of claims arising out of any one accident or event;
(a) Adequate workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
(b) Adequate automobile public liability and property damage insurance

20.6 Policies or certificates of insurance are to be produced by the Firm to Deputy Commissioner zone for approval before the Start Date and subsequently as NNGJ may require.

20.7 Deputy Commissioner zone shall be given 30 days advance notification in the event of cancellation or change in any part or all of said insurance policies.

21.0 Accidents

21.1 It shall be the Firm's responsibility to protect to workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

21.2 The Firm shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Firm. This includes any third party claims.

21.3 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Firm shall within 24 hours of such accident, report in writing to the Zonal Deputy Commissioner, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

21.4 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereto whether such compensation may become payable by the
Firm or by the NNGJ, the NNGJ shall retain whole or part of the deposit due and payable to the Firm such sum or sums or money as may in the opinion of the NNGJ sufficient to meet out liability, on receipt of award from the Labor Commissioner in regards quantum of compensation the difference in amount will be adjusted.

22.0 Engagement of Staff & Labor

22.1 The Firm shall employ skilled, disciplined and sincere labor in sufficient numbers for carrying out door to door collection to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Firm’s obligations under the Contract and to the satisfaction of the Zonal Deputy Commissioner.

22.2 Any lack of workforce shall be considered as a Firm’s deficiency. No additional payments will be made, if the increase in the work force and equipments are needed at a later stage to meet the requirement of work. The Firm may, at his own cost and responsibility, increase workforce and equipments in order to meet the requirement of work.

22.3 The staff and workers deputed by the Firm during the course of Contract must behave decently with the Corporation’s officers and staff and with the common people. The Firm shall have to withdraw such person, who is found to be undisciplined, misbehaving, under the influence of intoxicant or whose services are considered detrimental to the Corporation’s Interest. The Firm shall be solely responsible for the behavior and honesty of deployed Workforce. The Zonal Deputy Commissioner reserves the right to ask for the replacement of the personnel not found fit enough in respect of discipline, honesty and sincerity. The Firm shall ensure that such person leaves the service area within three (03) days and has no further connection with operation under this Contract. The Contract shall then appoint or deploy a suitable replacement of such person.

22.4 The Firm shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of Firm to implement the provisions of Acts; the Abolition of Contract Labor Act, The Minimum Wages Act and the Workmen’s Compensation Act. In addition to followings:

(a) The Firm shall not employ in connection with the operations and services under this contract any person who has not completed his/her eighteen year of age.

(b) At all times during continuance of the Contract, the Firm shall abide by all existing and future labor enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Firm shall keep NNGJ indemnified in case any action is taken against NNGJ by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
(c) The Firm shall keep all records desired under the said labor laws submit periodical returns to the respective statutory Authority. The Firm shall in respect of labor employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.

(d) The Firm shall obtain the license in accordance with the Rules and Provisions of Contract Labor (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein if applicable.

(e) The Firm shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.

(f) Notwithstanding anything contained herein, the Corporation may take such action as may be necessary for compliance of the various Applicable Labor Laws and to recover the cost thereof from the Firm.

23.0 Other facilities
The Firm shall take full responsibility to provide the following facilities to his deployed staff/ laborers.

(a) The payment of wages to the workers & giving all other facilities according to the Minimum Wages Act & Employees State Insurance Scheme.

(b) Medical check-up of each staff engaged with management and handling of collected household waste under this Contract once every twelve month for communicable diseases at the Firm’s cost and submitting the report to the Zonal Deputy Commissioner.

(c) Ensuring deployed staff in pre-scribed uniform and Identity Card with photo during working hours.

24.0 Indemnification

24.1 The Firm shall indemnify and keep indemnified NNGJ against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

24.2 The Firm shall at all times indemnify NNGJ against all claims, damages or compensation under the provisions of,

(i) Payment of Wages Act, 1936;
(ii) Minimum Wages Act, 1948;
(iii) Employers Liability Act, 1938;
(iv) The Workmen’s Compensation Act, 1923;
(v) Industrial Dispute Act, 1947;
(vi) Indian Factories Act, 1948; and
(vii) Any other relevant act.
or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Firm be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

25.0 Firm’s Superintendence

25.1 The Firm shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Firm’s obligations under the Contract. The Firm shall nominate a competent and authorized representative (“Firm’s Representative”) The Firm’s Representative shall give his whole time to the superintendence of the operations and shall receive instructions from Zonal SI/CSI & Deputy Commissioner Zone and Independent Engineer.

26.0 Reporting and monitoring: The Firm shall carry out all reporting to the Independent Engineer appointed by NNGJ and concerned SI (Sanitary Inspector), CSI (Chief Sanitary Inspector) & Deputy Commissioner Zone at Zone Level. The field sanitation staff at the zone level in the hierarchy i.e., CSI (Chief Sanitary Inspector), Ward SI (Sanitary Inspector) under the Deputy Commissioner Zone, shall check the work of the Firm on day to day basis and Independent Engineer shall also monitor the work of the Firm on day to day basis under the direction of Deputy Commissioner Zone.

The Zonal staff (SI & CSI) of Sanitation Department shall supervise the firm's work and services in the direction of Deputy Commissioner Zone at all times. Any lapse, if found by any of these employees during their inspection of the area, they will record and submit report to Independent Engineer & Deputy Commissioner Zone. In case of non-attendance of the complaint promptly, Deputy Commissioner Zone will impose penalty for the lapse notice on the basis of evaluation done by by IE.

- During non-functioning or failure of Real Time Monitoring system Zone CSI (Chief Sanitary Inspector) and Ward SI (Sanitary Inspector) shall check the work & submit the report to IE & IE shall check household collection of garbage work at field level. This mechanism shall not applicable for more than 02 days of default.
- Deputy Commissioner Zone will supervise all work at Nagar Nigam Greater Jaipur for any directions to sanitation staff and necessary action in this regards. Deputy Commissioner Zone shall supervise the firm's work and services under the direction of Commissioner, Nagar Nigam Greater Jaipur at all times. Any lapses, if found in work of firm, Deputy Commissioner Zone shall issues notices to the firm for improvement of work and submit report to Commissioner, Nagar Nigam Greater Jaipur.
Independent Engineer will establish IT cell and IVRS Call centre at Headquarter Nagar Nigam Greater Jaipur for monitoring of IT work and evaluation of the work and submit report to the concerned Deputy Commissioner Zone. The Independent Engineer will do following task:-

1. Verification of Survey data done by the Firm
2. Monitor the RFID Installation work and submit its status report to NNGJ
3. Verification of Real time monitoring system developed by the firm
4. Cross checking of report generated from web portal through feedback and random calls on daily basis to public.
5. Registration of door to door complaints and feedback at IVRS/ Call centre.
6. Report of grievance/ complaints received and resolved online (NNGJ Call Centre, Rajasthan Sampark Portal, Swachhta MoHUA App, CM Helpline or any other mode of complain registration in future) and offline at office.
7. Check the installation of the complete Real Time Monitoring-based automation system mentioned in the RFP provided by the firm & shall approve IT based work conducted by the firm as per timeline mentioned in RFP.
8. Prepare summary reports on the basis of reports/ survey submitted by firm and field staff and submits it to Zonal Deputy Commissioner.
9. Prepare the performance report with recommendation for imposing penalties & amount to be deducted from the monthly bills of the firm mentioned in clause 48.0.
10. Submission of Performance report upto 10th day of next month.

27.0 Pre-Operational Activities
The Firm shall have to complete the various activities before starting operations in the service area. The Firm shall commence all activities concurrently. The details of activities are as follows.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Activity</th>
<th>Duration for Completion of Activity (in Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issue of Letter Of Acceptance (LOA) from employer</td>
<td>Start date</td>
</tr>
<tr>
<td>2</td>
<td>Acceptance of LOI from Firm</td>
<td>Within seven (7) days from the date of issue of LOA.</td>
</tr>
<tr>
<td>3</td>
<td>Deposit of Security Deposit with NNGJ</td>
<td>Within fifteen (15) days from the date of issue of LOA.</td>
</tr>
<tr>
<td>4</td>
<td>Signing of Agreement</td>
<td>Within thirty (30) days from the date of Letter of acceptance (LOA).</td>
</tr>
<tr>
<td>5</td>
<td>Issue of work order</td>
<td>On the date of signing of agreement</td>
</tr>
</tbody>
</table>

28.0 Pre-operational Activities: as per mentioned in clause no 10.0 Scope of work Part B.
29.0 **Payment of Commission, Gratuities, Rebates, Gifts**
The Firm shall have to undertake that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid, have been given or received in connection with the payment process or in the contract execution.

30.0 **Site Complaint Centers**
The Firm shall establish complaint centre at zone office under the contract for running a complaint center. This complaint center shall be suitably furnished with electronic equipments for smooth functioning of complain centre. The complaint center shall remain functional between 9.00 A.M to 6.00 P.M. on all the days of the year. Both public and Council officials shall have free access to this office. All expenditure towards procurement of space, furniture and upkeep of the offices shall be borne by the Firm. Room Space and Electricity Shall Be Provided by Deputy Commissioner zone at zone office.

31.0 **Storage of Equipment and Parking of Vehicles**
Firm shall arrange the space at his own cost for storage of his equipment and parking of his vehicles preferably within the designated area of the Contract. Safe keeping of the equipment shall be the sole responsibility of the Firm. In case of loss or damage, no claim of the Firm shall be entertained by NNGJ.

32.0 **Operation and Maintenance of Equipment**

32.1 It shall be the responsibility of the Firm to arrange for fuel, lubricant and oil for operating the vehicles. All repairs and maintenance of the equipment shall also remain the responsibility of the Firm.

32.2 All vehicles and equipment used in the work shall be kept reasonably clean and aesthetically acceptable to the public. Besides, periodic maintenance, vehicles and equipments shall be got painted regularly as per NNGJ's directions during the contract period.

33.0 **Fire Prevention**
The Firm shall take all precautions necessary to ensure that no fire during operation. In case any fire incident takes place, he shall arrange to extinguish the same on top priority with the help of city fire service.

34.0 **Clearance of Firm's Facilities**
On or before expiry of the contract/completion period the Firm shall clear away all his temporary facilities including but not limited to offices, camps, storage yards, workshops, toilets etc.
35.0 **Fair Wages**

35.1 The Firm shall pay not less than fair wage/minimum wages to laborers engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay anything extra.

35.2 (Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

35.3 The Firm shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged in connection with the said work, as if the laborers have been immediately or directly employed by him.

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

35.5 The regulations, aforesaid, shall be deemed to be part of this Contract and any breach thereof, shall be deemed to be breach of the Contract.

36.0 **Protective Clothing and Footwear**
The Firm shall, at his own expense, provide protective clothing and equipments to all staff and labour engaged on the contract. Such clothing and equipment shall include, at minimum, protective footwear, mask, reflectors and gloves for workmen envisaged in the Contract.

37.0 **First-Aid Services**
The Firm shall, at his own expense, provide first aid equipment.

38.0 **Festivals and Religious Customs**
The Firm shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

39.0 **Disorderly Conduct**
The Firm shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of
the works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Firm's labor when this is done to the detriment of pre-existing local interests.

40.0 Records of Labor and Accidents
The Firm shall maintain working hours and wages of labor, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to NNGJ as he may from time to time prescribe.

41.0 Public Awareness
The Firm shall, do public awareness/ information/ safety as directed by NNGJ as mentioned in clause no 10.4

42.0 Contract Price
42.1 The Contract Price shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, fuel and any other expenses. NNGJ will provide POS machines to the firm (one POS machine per hooper) or reimbursement of the cost of POS machine in case, firm provides POS machine. Installation of RFID & Operation & maintenance cost of POS shall be borne by the firm. The Contract Price shall also include all duties, taxes, that may be levied in accordance to the laws and regulation in-force on the Firm’s equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Firm from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

42.2 The Firm shall pay Taxes on all payments made to him under the Contract. The Firm shall pay all the Taxes directly to the Government of Rajasthan and to the Government of India or to the concerned department. NNGJ shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Firm under any law & those practice to the Nagar Nigam Greater Jaipur. The Firm shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

B. TIME CONTROL

43.0 Work Program
43.1 The Firm shall submit the Work program within 14 (fourteen) Days to Deputy Commissioner Zone from the date of signing of concession agreement. The following information is required to be submitted in the work program:
• Plan for Door to Door Collection from each household, commercial and other establishment. *(Work shall be done as per fixed routes charts until & unless it changes and approved by authority)*
• Plan for detailed survey of households and commercial establishments and others
• Plan for installation of RFID card at every households, commercial and others establishments
• Plan for User charges collection from every households, commercial and others establishments
• Plan for Real time monitoring through Geofencing & RFID Cards
• Plan for Development of real time monitoring system at Murlipua zone
• Records of personnel and Firm's Equipment on Site
• Plan for implementing IEC for Segregation.
• Establishing complaint center at zone.

43.2 In case NNGJ feels that some changes are needed in the methodology of working in the working hours or in the area to be covered, the same shall be carried out if mutually agreed.

43.3 NNGJ’s approval of the program or an updated program does not alter the Firm’s obligations under the Contract. Deputy Commissioner Zone Shall supervise, monitor and execute the work through out the period through Zone CSI and Ward SI & IE appointed by NNGJ.

44.0 **Suspension of Operation/ Service**
NNGJ may at any time by written notice to the Firm suspend further performance of the operations/services, whereupon the Firm shall suspend further performance of the operations/services to the extent specified and shall properly ensure and protect all operations/services in progress. Such suspension shall not exceed more than three (3) consecutive days each or aggregate more than thirty days (30) days in contract period. NNGJ may at any time give notice of resumption of the suspended operations/services, in whole or in part, whereupon the Firm shall resume its performance of that portion of the operations/services.

**C. QUALITY OF SERVICES**

45.0 **Identifying Defects**
Independent Engineer, SI, CSI shall check the Firm's work and Independent Engineer /Deputy Commissioner Zone (on the report of Independent Engineer ) shall notify the Firm of any deficiencies which are found. Such checking does not affect the Firm's responsibilities.

**D. COST CONTROL**
46 Payments

46.1 The Firm shall raise bill for the work as per approved rates. The firm must submit the bills by 7th of every month in the Zonal Office. NNGJ will pay 50% of the amount within 15 working days upon submission of bills in the Zonal Office. Remaining 50% amount will be paid after complete verification and as per performance report submitted by Independent Engineer up to 7th of next month. An affidavit regarding deposition of GPF, ESIC and other cess etc applicable in the work shall be submitted with monthly bill invoices by the Firm. The Firm shall submit monthly bill to Deputy Commissioner Zone. Zonal CSI shall put up the bill to the Deputy Commissioner through accountant and clerk on the basis of performance reports of work & penalties obtained from Independent Engineer. The Deputy Commissioner Zone shall make and verify the payment of respective monthly bills to the Firm on the basis of performance report obtained by Independent Engineer & submit it to the financial advisor for payment.

Note:- Billing of fourth month & successive months shall be made on the basis of covered Households and other establishments. If after completion of survey process if the count of households comes less than the tentative household & commercial establishments table mentioned in RFP. Then the extra payment made during initial 03 months shall be recovered from the bills of bidder.

46.2 The Deputy Commissioner Zone shall deduct penalty levied in the month under billing or other penalty levied in previous months but not recovered.

46.3 Bill generation, distribution and collection for User charges:- Monthly bills for user charges shall be generated digitally and shall be distributed to households 15 days prior to due date or as decided by Nagar Nigam Greater Jaipur and digital record of the same shall be maintained on web portal stated above and appear on user application. The user shall be provided with printed receipt on successful receipt of user charges and the record shall be updated in real-time on user application and web portal.

46.4 Deductions from the Payment will be made if applicable towards Income Tax, Sales Tax, Turnover Tax, Service Tax and Royalties etc as per provisions of the statutory authorities, in force from time to time in the State of Rajasthan. The Firm is expected to include all such charges at the time of bidding submission. Any new taxes, increase in such tax’s imposed/ applicable during the contract period shall be reimbursed by NNGJ as per actual after submitting the proof of the same.

47.0 Procedure of Payment

47.1 The Firm should submit the Bank and its branch name with his Account Number to NNGJ through the Deputy Commissioner zone after signing the agreement under this contract. NNGJ shall make payment through online mode.
48.0 Penalties

The period of first three month from the date mentioned in work order shall be reserved for installation of smart card at houses/shops and collection of data from houses/shops. The agency has to provide all services for this period however agency shall be exempted from all below penalties for first three month. After three months from the date mentioned in work order i.e. daily door to door collection, segregation and transportation of collected household waste the Firm shall be subject to the following service level and penalties for his failure to carry out operations and providing services properly. The Firm shall pay penalties at the rates stated in the following table. NNGJ may deduct penalties from payments due to the firm.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Function</th>
<th>Default</th>
<th>Service Level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firm must cover 100% household of the ward.</td>
<td>If Firm covers less than 100% household of the ward. Penalty shall be imposed.</td>
<td>Daily</td>
<td>Rs 5/- per day per household.</td>
</tr>
<tr>
<td>2</td>
<td>The Vehicles of the firm shall not engage in private work during working hours.</td>
<td>Firm shall work as per agreement.</td>
<td>-</td>
<td>Rs.1000/- (amount) per day per vehicle.</td>
</tr>
<tr>
<td>3</td>
<td>Firm shall work 365 days (Subject to the Govt. orders &amp; Notification)</td>
<td>In case of no service last for more than 1 day then the Firm will be fined.</td>
<td>Daily</td>
<td>Rs.10000/- (amount in Rs) per day. (additional to S.No.1)</td>
</tr>
<tr>
<td>4</td>
<td>The Agency worker will work in the proper uniform &amp; PPE Kit (mask, Gloves, reflective jackets) with duly attested ID Card by the firm.</td>
<td>In case worker found without dress and ID card then the agency will be fined.</td>
<td>Daily</td>
<td>Rs.50/- (amount per day per worker).</td>
</tr>
<tr>
<td>5</td>
<td>Upkeep of Maintenance of records &amp; Submission of statutory documents &amp; Reports</td>
<td>Reports should be submitted on time otherwise agency will be fined. The Monthly report should be submitted before the 8th day of next month. • Submission of IEC document • Submission of driver license, RTO</td>
<td>Monthly</td>
<td>Rs.250/- for every week delay per report.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| **6** Vehicle should be covered during transportation. (From collection point to transfer Station) | tax, vehicle RC  
• Submission employee ESIC/ PF  
• Submission of coverage report  
• Submission of segregation of waste  
• Any statutory document/ report demanded by any Govt. authority. | Daily | Rs.500/- shall apply for each day. |
<p>| <strong>7</strong> Non-attendance of any complaint within 24 hours | If any, vehicle is found not covered by the Tarpaulin/Plastic etc. during transportation from collection point to transfer Station a fine shall apply for each day. | Daily | Rs.50/- per day per grievances. |
| <strong>8</strong> Zonal Monitoring system and its collaboration with NNGJ call centers and Proper functioning of Real Time Monitoring system as mentioned in RFP | In case of non-functioning of Real Time Monitoring based Automation system and Zonal Monitoring facility as mentioned in RFP upto two days then penalties shall be applicable. | Daily | Rs. 10000/-per day. |
| <strong>9</strong> IEC for source Segregation (dry &amp; wet waste &amp; domestic hazardous waste) | The Firm shall promote source segregation and provide training to helper and driver | Monthly | Rs 1000 per month |
| <strong>10</strong> Non establishment | Firm shall establish - | - | Rs 1000 per day |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>of compliant Center</td>
<td>complain centre at zone office</td>
<td></td>
</tr>
<tr>
<td>11 Vehicle Unloads Collected Waste At Location Other Than Specified Secondary Collection Point/ Mobile Transfer Station/Spot Specified For Route.</td>
<td>Geofencing Report (Auto Analyzed For Running And Stoppage)</td>
<td>Daily</td>
</tr>
<tr>
<td>12 Segregation of waste</td>
<td>Firm shall collect dry, wet waste &amp; domestic hazardous. After 6 months if segregation doesn’t take place penalty shall be imposed.</td>
<td>Daily</td>
</tr>
<tr>
<td>13 Provision of the Separate Compartments for dry, wet waste collection and bins for domestic hazardous collection in Auto-Tippers</td>
<td>If Firm does not provide Separate Compartments in Hoopers for dry, wet waste &amp; domestic hazardous penalty shall be imposed.</td>
<td>Daily</td>
</tr>
<tr>
<td>14 Project Assets maintained as specifications in Bid.</td>
<td>Firm shall maintain all project assets mentioned in Bid.</td>
<td>Daily</td>
</tr>
<tr>
<td>15 Safety in Operations</td>
<td>Firm shall comply with the relevant regulations. Regarding Occupational Safety and Health.</td>
<td>Daily</td>
</tr>
<tr>
<td>16 Generation of Open Depots in Ward/Zone</td>
<td>Firm shall collect waste from each household/commercial establishment. All the wards should be</td>
<td>Daily</td>
</tr>
<tr>
<td></td>
<td>Unauthorized collection of user charges or collection of user charges more than notified</td>
<td>Authorized representative of the Firm shall collect user charges as notified by Government</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Collection of User Charges</th>
<th>On Direction/Permission of NNGJ the firm shall collect user Charges.</th>
<th>0-30% (Coverage) - 30000 Per month 30-70% (Coverage) - 15000 Per Month 70-90% (Coverage) - 10000 per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- The successful bidder has to develop a web portal to monitor daily operations of collection and transportation of MSW. Independent Engineer appointed by Nagar Nigam Greater Jaipur shall operate; monitor Web Portal developed by the firm. The web portal developed by firm must include the following features:
  - Daily report generation which includes coverage area in percentage, total length covered, total manpower in operation, total complaints received and resolved, total vehicles operational and offroad.
  - Automated daily report on Penalty imposed as per clause 48 will be generated from the portal. Authority and a relevant person can able to view and export data in excel format. Further Authority can add additional penalties as per clause 48 (if applicable), automation system of penalties shall auto accommodate those additional penalties. IE shall verify automated system developed by the firm.
  - Independent Engineer shall submit performance report to the Deputy Commissioner Zone.

49.0 **Stringent penalties for continuous default:** In case the firm is found to be continuously defaulting and unable to put the system in place, following procedure shall be followed: If total quantum of penalty as calculated through the above penalty system is more than 20% of the bill amount due for 02 consecutive months then Deputy Commissioner Zone shall issue a notice to the firm with a time period of 10 days for improvement in work. If Firm does not improve the work then, Deputy Commissioner Zone of NNGJ shall submit its report and recommendation to the commissioner for termination of the contract.

50.0 **Tax and Audit**

The price quoted by the Firm at the time of bidding shall be inclusive of all tax’s applicable as on date of submission. Any increase in tax’s or any new tax imposition during the contract period by NNGJ, State Government or Central Government departments shall be paid by Firm. Deputy Commissioner Zone and Financial Advisor shall comply tax and audit compliance for the work.
51.0 **Performance Security**
51.1 The Firm has to submit Performance security at the time of signing of Contract Agreement.

51.2 A Performance Security shall be provided to the NNGJ in a form as per Annexure III.

51.3 If there is no reason to call the performance security, the security deposit shall be returned to the Firm within 30 days of the contract completion period.

52.0 **Cost of Repairs**
52.1 Loss or damage to any public property between the Start Date and the end of the completion period is to be mended by the Firm at the Firm's cost, if the loss or damage arises from the Firm's acts or omissions.

52.2 Central control shall be housed at NNGJ premises where Firm shall provide access of zone to NNGJ head office.

**E. COMPLETION OF THE CONTRACT**

53.0 **Completion of Work**
Deputy Commissioner Zone shall issue a certificate certifying Completion of the operation/service to the Firm.

54.0 **Taking Over**
NNGJ shall take over the Services/Operations immediately after the satisfactory completion of the contract period.

55.0 **Final Account**
The Firm shall supply to Deputy Commissioner Zone a detailed account of the total amount which he considers is payable to him under the Contract before the end of the successful completion of work. Deputy Commissioner Zone and Financial Advisor is to certify any final payment which is due to the Firm within 30 days of receiving the Firm's account provided it is correct and Comprehensive. The performance bank guarantee/Security deposit should be released to the Firm along with the final payments. Any dues obtained from RTO, ESIC, EPFO and any dues of any statutory body left to recover shall be recovered from the Firm by Deputy Commissioner Zone and Financial Advisor. This amount can be recovered from performance bank guarantee/Security deposit. Any penalties imposed by any court or consumer forum regarding non-deliverable of services and non-compliance of rules applicable shall be recovered from Firm.
56.0 Force Majeure

56.1 Any of the following events which is beyond the control of the party claiming to be affected thereby (“Affected Party”), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

(a) earthquake, flood, inundation and landslide;
(b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
(c) fire caused by reasons not attributable to the Firm or any of the employees, or agents of the Firm.
(d) Acts of terrorism
(e) strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Firm
(f) action of Government Agencies having Material Adverse Effect, including but not limited to
   (i) any judgment or order of a court and consumer forum of competent jurisdiction or statutory authority in India made against the Firm in any preceding, which is non-collusive and duly prosecuted.
   (ii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Firm’s breach or failure in complying with the SWM rule, 2016 and subsequent amendments thereof and CPHEEO guidelines., O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Firm as the case may be is bound.
   (iii) Early termination of this agreement by NNGJ for reason of national emergency or national security.
   (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
   (h) strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
   (i) any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the tender.

56.2 Force Majeure shall not apply in the following circumstances and events.

(a) Un-availability, late delivery of the spares, vehicles, machineries, equipments, materials and consumables for the work on account in change cost delay in manufacture
(b) A delay in performance of any other agency or employees of the Firm.
(c) Non-performance of vehicles, equipments, machineries resulting from wear and tear and not maintained in time.
(d) Non-performance on account of failure to comply with any laws of India related to the work.
(e) Medical Emergency period in which sanitation is essential.

56.3 Neither NNGJ nor the Firm shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

56.4 Upon occurrence of an event considered by the Firm to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify NNGJ’s Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Firm shall also notify NNGJ’s Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of NNGJ’s Representative.

56.5 Upon occurrence of any event considered by NNGJ to constitute Force Majeure, and which may affect performance of NNGJ's obligations, he shall promptly notify the Firm and the Firm's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. NNGJ shall also notify the Firm of any proposals with the objectives of completing the works and mitigating any increased costs to NNGJ and the Firm.

56.6 Procedure for Calling Force Majeure:
(i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.
(ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
(iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
(iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
(v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
(vi) The Firm shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
(vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

(viii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure; NNGJ shall not be liable to make any payment to the Firm for him being affected on account of Force Majeure. In this situation, the Firm shall only be paid for the work done, since unforeseen situation should be shared by both, NNGJ and Firm.

57.0 No Breach of Obligations

The Firm shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

a) Force Majeure Event,

b) Compliance with the instruction of the Deputy Commissioner Zone/Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder,

58.0 Events of Default

58.1 Firm event of default

(1) At any time after the Commencement Date, the Deputy Commissioner zone may investigate where the Firm has failed to properly perform the operations in accordance with this contract. The Deputy Commissioner zone shall issue a notice to the Firm, instructing him to rectify the failure within a reasonable time.

(2) An event of default on the part of the Firm, which results from the Firm being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

(3) The Firm

(a) Has repudiated the Contract, or

(b) Without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion

(4) Gross misconduct of the Firm;

(i) Despite previous warning from the Deputy Commissioner zone in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;

(ii) The Firm persistently fails to follow Good Operating Practices in execution of the Contract;

(iii) The Firm stops providing the operations and the stoppage has not been authorized by the Deputy Commissioner zone;
(iv) The Deputy Commissioner zone gives notice that failure to correct a particular defect is a fundamental breach of contract and Firm fails to correct it within a reasonable period of time determined by the Deputy Commissioner zone;

(v) If the Firm is in breach of any law or statute governing the Operations;

(vi) The Firm, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;

(vii) The Firm has modified the composition of his company without prior approval of the Corporation;

(viii) The Firm is unable to maintain the composition and structure of his organization due to any of the following causes:

(5) The Firm enters into voluntary or involuntary bankruptcy, or liquidation;

(6) The Firm becomes insolvent;

(7) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and

(8) Any act is done or event occurs with respect to the Firm or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

(9) NNGJ has reserves the right to withdraw/terminate the agency of applicant in any of following circumstances:

• Information provided to NNGJ is found to be incorrect;
• Misleading claims about the agency are made;
• Clear evidence is received that agency has breached copyright laws/plagiarized from another source;

(10) NNGJ reserves the right to discontinue the specific or all services if the same is either not required or not delivered as per the expectation.

58.2 NNGJ’s Event of Default
Any of the following events shall constitute an event of default by NNGJ:
(i) NNGJ has failed to make the payment or part payment of the services provided by the Firm more than 03 (three) constitutive months;
(ii) NNGJ is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 90 days of receipt of notice thereof issued by the Firm;

59.0 Termination of Contract Due to Event of Default and other major deficiencies:
(a) Termination of Contract due to Event of Default:- Without prejudice to any other right or remedy which NNGJ may have in respect thereof under this contract, upon the occurrence of Firm Event of Default, the NNGJ may, subject to the provisions of this contract, terminate this contract in the manner as set out under, If NNGJ decides to terminate this contract upon the occurrence of a Firm
Event of Default, in the first instance, he shall issue preliminary notice to the Firm. Within fifteen (15) days of receipt of preliminary notice, the Firm shall submit to NNGJ through the Commissioner in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non-submission of the Firm's proposal to rectify within said period of fifteen (15) days, Commissioner, NNGJ shall be entitled to terminate this Contract by issuing termination notice and Security Deposit shall be forfeited.

(b) Termination of Contract due to major deficiencies: - If total quantum of penalty as calculated through the penalty system as mentioned in clause no. 48.0 is more than 20% of the bill amount for two (02) consecutive months then Deputy Commissioner Zone shall issue a notice to the firm with a time period of 10 days for improvement in work. If Firm does not improve the work then Deputy Commissioner Zone of NNGJ shall submit its report and recommendation to the commissioner for termination of the contract. Commissioner of Nagar Nigam Greater has full right to terminate the contract.

60.0 Settlement of Dispute, Jurisdiction and Arbitration

Any dispute resulting from this Agreement shall be look after by Deputy Commissioner Zone. In the event, that dispute is not resolved within 30 days in any particular case; the dispute shall be referred by Deputy Commissioner Zone to Commissioner Nagar Nigam Greater Jaipur for appeal within 30 days as per Clauses of RFP. Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the firm & NNGJ. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the RFP and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be Jaipur. Courts at Jaipur shall have exclusive jurisdiction over the contract.
F. ANNEXURES

ANNEXURE I: Format of Letter of Acceptance
(Letterhead paper of Employer)

(For Name of City)
(Date)

To:
(Name and Address of the Firm)

Dear Sirs,

This is to notify you that your bid dated --------------
for Collection & Transportation of Collected household waste as per SWM Rules 2016 and
subsequent amendments thereof and CPHEEO guidelines in Jaipur City under Swachh Bharat
Mission for the Contract Price of Rs. (Rupees
........................................................................................................ in number and words), rate per
household for a period of 03 years which is further extendable to 02 years (01+01) on
prescribed terms and conditions is hereby accepted by Nagar Nigam Greater Jaipur.

You are required within 15 days of the date of this Letter of Acceptance, to:
(i) prepare the Form of Agreement, in duplicate, on Government Stamp Paper and
meet with the undersigned at the address provided during normal office
hours on any working day the to sign the said Agreement.
(ii) Submit the performance Bank Guarantee in the prescribed forms
(iii) submit insurance cover
(iv) submit work programme within 14 days

One copy of the signed Agreement will be provided to you for your files, while the other
copy will remain with us.

Yours faithfully,

Commissioner
Nagar Nigam Greater Jaipur, Jaipur
This Agreement made this 2021 between Nagar Nigam Greater Jaipur (hereinafter called the Employer) of the one part and ----- (hereinafter called the Firm) of the other part.

Whereas the Employer is desirous that certain works should be carried out by the Firm i.e. Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar as per SWM Rules 2016 and subsequent amendments thereof and CPHEEO guidelines in Jaipur City under Swachh Bharat Mission and has accepted a Bid by the Firm for the execution and completion of such works and the remedying of any defects therein.

Now this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) The Letter of Acceptance;
   (b) The Instructions to Firm;
   (c) The Conditions of Contract;
   (d) The Price Schedule

3. In consideration of the payments to be made by the Employer to the Firm as hereinafter mentioned, the Firm hereby covenants with the Employer to carry out the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Firm in consideration of the execution and completion of the work and the remedying of defects therein the 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.

In Witness whereof the parties hereto 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: or Signed, Sealed and Delivered by the said …………………………….. in the presence of:

Binding Signature of Employer
Binding Signature of Firm
ANNEXURE III: Pro-forma of Bank Guarantee/ Performance Security/EMD

B.G. No. Dated:

1. In consideration of you, NNGJ having its office at ...... Rajasthan (hereinafter referred to as the “NNGJ” which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [Name of the Company registered under provision of the Companies Act, 1956] having its registered office at ................. (herein referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns), Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar as Per S WMRules, 2016 and subsequent amendments thereof and CPHEEO guidelines in Jaipur City for Nagar Nigam Greater Jaipur under Swachh Bharat Mission; (herein after referred to as “the Project”). Pursuant to the Bidding Documents dated *****issued in respect of the Project and other related documents (herein referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ------------------ and one of its branches at ........................ (here in after referred to as the “Bank”) at the request of the Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. -------/- (Rupees ----------) as Bid Security / performance Guarantee (herein after collectively referred to as “BG”); as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the NNGJ stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the NNGJ is disputed by the Bidder or not merely on the first demand from the NNGJ stating that the amount claimed is due to the NNGJ by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period asset forth in the said Bidding Documents for any reason whatsoever.

89
Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ………………/- (Rupees …………… only).

4. We, the Bank, further agree that the NNGJ shall be the sole judge to decide as to whether the Bidder is in default of due and faithfull fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, interalia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the NNGJ that the Bidder is in default as aforesaid shall be final and binding onus, notwithstanding any differences between the NNGJ and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other NNGJ.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the NNGJ shall be entitled to treat the Bank as the principal debtor. The NNGJ shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or for bear from enforcing any of the terms and conditions contained in the said Bidding Documents or these curities available to then NNGJ, and the Bank shall not be released from its liability under these presents by any exercise by the NNGJ of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other for be arance, actoro mission on the part of the NNGJ or any indulgence by the NNGJ to the said Bidder or by any change in the constitution of the NNGJ or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at headaddress set forth herein.

8. We undertake to make the payment on receipt of your notice of claim onus addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
09. It shall not be necessary for the NNGJ to proceed against the said Bidder before proceeding against the Bank and the guarantee here in contained shall been forceable against the Bank, notwithstanding any other security which the NNGJ may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank here under, be outstanding or unrealized.

10. We, the Bank, further under take not to revoke this Guarantee during its currency except with the previous express consent of the NNGJ in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the under signed is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. Bank Guarantee for Performance guarantee shall remain valid throughout the contract period.

Signed and Delivered by ……………………….. Bank

By the hand of Mr./Ms. ……………………………, its …………………… and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 43
ROUTE 5
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 43  ROUTE 9
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 44  ROUTE 1
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 44

ROUTE 3
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 44
ROUTE 4
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 45  ROUTE 1
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 45  ROUTE 2
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 45   ROUTE 4
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 45  ROUTE 5
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 46  ROUTE 2
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 46
ROUTE 4
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 47  ROUTE 2
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 49  ROUTE 1
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 49

ROUTE 2

[Map of the area]
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 49
ROUTE 4
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 49
ROUTE 5
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 49

ROUTE 7
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 51
ROUTE 1
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 51  ROUTE 3
<table>
<thead>
<tr>
<th>WARD 52</th>
<th>ROUTE 1</th>
</tr>
</thead>
</table>

Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005
<table>
<thead>
<tr>
<th>WARD 52</th>
<th>ROUTE 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WARD 53  ROUTE 3
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 53  ROUTE 4
WARD 54  ROUTE 2
<table>
<thead>
<tr>
<th>WARD 55</th>
<th>ROUTE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 56
ROUTE 2
<table>
<thead>
<tr>
<th>WARD 57</th>
<th>ROUTE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>WARD 58</td>
<td>ROUTE 2</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
WARD 59  ROUTE 1
<table>
<thead>
<tr>
<th>WARD 59</th>
<th>ROUTE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>WARD 61</td>
<td>ROUTE 2</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
</tr>
</tbody>
</table>

![Diagram](image-url)
Nagar Nigam Greater Jaipur
Pt. Deen Dayal Upadhaya Bhawan,
Tonk Road, Jaipur, Rajasthan, 320005

WARD 63  ROUTE 1
<table>
<thead>
<tr>
<th>WARD 64</th>
<th>ROUTE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>WARD 64</td>
<td>ROUTE 2</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
</tr>
</tbody>
</table>

This table represents the Ward 64 Route 2 details.
## Item Rate BoQ

**Tender Inviting Authority:** Executive Engineer Project

**Name of Work:** Financial Offer for Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing & RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc.

**Contract No:** Executive Engineer Project/2022-23/08

### Name of the Bidder/ Bidding Firm / Company:

---

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

<table>
<thead>
<tr>
<th>NUMBER #</th>
<th>TEXT #</th>
<th>NUMBER #</th>
<th>NUMBER #</th>
<th>TEXT #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Rate per Household Unit</td>
<td>Total amount with taxes in Rs.</td>
<td>Total amount with taxes in words</td>
</tr>
<tr>
<td>1</td>
<td>2 Procurement of service for operation of Door TO Door Household Waste Collection, Segregation And Transportation Of Collected Household Waste Upto Secondary Collection Point Through Real Time Monitoring Using Geo-Fencing &amp; RFID Based Monitoring System In All 22 Wards Of Jhotwara Zone Of Nagar Nigam Greater Jaipur inclusive of all current applicable Taxes, Levies and Surcharge etc for Residential Houses, Commercial establishments, Shops, Institutional Premises, Hospital, Hostel, Marriage Garden, Cinema Halls, Malls etc. and all other establishments existing in the service area of Zone Area of NNGJ.</td>
<td>3</td>
<td>4</td>
<td>0.00 INR Zero Only</td>
</tr>
</tbody>
</table>

---

**Commissioner**

Nagar Nigam Jaipur (Greater)
Note:
1) All capital cost, installation of RFID cards, Operation and maintenance costs/charges, POL, rent, survey, parking spaces, workshop, office space and all other necessary expenses needed for work shall be included in the above mentioned rates. No other charges shall be payable to Firm for any extra work to be carried out to cover the scope of work mentioned in the bid document of the bid throughout the contract period. Rate per Household Unit quoted should be inclusive of GST/ESI/PF and all other duties and taxes. POL, labour and operator/driver/helper for the work will be arranged by firm at their own cost. It is not binding on the Nagar Nigam Greater Jaipur to provide any machinery.
2) Any change in taxation law by Government of India or state Government shall be applicable as per actual. Any such increase (after proposal submission due date) shall be reimbursed upon submission of documentary evidence of the same.
3) Rate per household submitted by successful bidder shall be revised @ 3% increment per year from the quoted rate by the firm.
4) No escalation shall be paid throughout the contract period except @ 3% increment per year as mentioned in point no. 03.
5) Courts at Jaipur shall have exclusive jurisdiction over the contract.

Note:
On the Letter head of the Bidder and to be signed by the bidder or lead member. In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

<table>
<thead>
<tr>
<th>Total in Figures</th>
<th>0.00</th>
<th>INR Zero Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quoted Rate in Words</td>
<td></td>
<td>INR Zero Only</td>
</tr>
</tbody>
</table>

Commissioner
Nagar Nigam Jaipur (Greater)
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: ........................................ Signature of bidder
Place: ........................................ Name :

Designation:
Address:

Doc1
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.

Doc1
(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.
FORM No. 1
[See rule 83]

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

Appeal No ...........of ..............
Before the ......................... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:

   ..............................................................................................................
   .............................................................................................................. (Supported by an affidavit)

7. Prayer:

   ..............................................................................................................
   ..............................................................................................................

   Place ........................................
   Date ........................................

Appellant's Signature
Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity’s Right to Vary Quantities

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

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

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

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

Clause 1: Fair Wage Clause

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

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed revised, by the Stale 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 in valid 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 or 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 be 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.