

**Government of Rajasthan
Public Health Engineering Department**

Bid

NIB No. 41/2022-23

**Organizing 300 trainings of 300 VWSCs Under
JJM of District Nagaur**

Volume I

(Technical Bid)

**Instructions to Bidders, General Conditions of Contract, Special Conditions of
Contract and Scope of Work.**



ESTIMATED COST

Rs 14.63 Lacs

**OFFICE OF THE SUPERINTENDING ENGINEER
Public Health Engineer Department
CIRCLE NAGAU**

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OFFICE OF THE SUPERINTENDING ENGINEER PHED CIRCLE NAGAU

NOTICE - INVITING BID

NIT No: 41/2022-23

- 1- Online Bids are hereby invited in two envelop system on behalf of the Governor of Rajasthan for the following on the Least Cost Selection (LCS) method from/ Firm NGOs/ voluntary organisation for organizing 300 trainings of 300 VWSCs Under JJM in District Nagaur.
- 2- The bid documents can be downloaded from the web site <https://eproc.rajasthan.gov.in> Details of this bid notification and pre-qualification criteria can also be seen in NIB exhibited on <http://sppp.rajasthan.gov.in> and www.rajwater.gov.in

General Detail of works;

a	Work description	Organizing 300 trainings of 300 VWSCs Under JJM of Dist. Division Nagaur.
b	No of Villages	300
C	Estimated Cost	14.63 lacs
D	Bid Security/Earnest Money Deposit	Rs 29300/- to be deposited through e-grass in favour of DDO Code 18616 Executive Engineer, P.H.E.D., Division Nagaur (under challan head 8443-00—108-00-00 PUBLIC WORKS DEPOSIT Mention NIT no. on challan) or Bank Guarantee from a schedule bank in standard format. Bidders are requested to enclose the proof (in the form of scanned copy) of the earnest money e grass challan/Bank Guarantee with the technical bid by firm/NGO/Agency and Rs. 7325/- for contractors registered in appropriate class in PHED Rajasthan (as per rule)
E	Cost of BID	Rs. 500.00 To be deposit in Budget head 0075-00-800-52-01 through e-GRAS portal in favour of Executive Engineer, P.H.E.D., Division Nagaur (Code 18616)
F	Processing Fee	Rs. 500.00 To be deposit in Budget head 8658-00-102-16-02 through e-GRAS portal in favour of Executive Engineer, P.H.E.D., Division Nagaur (Code 18616)
G	Duration of Work	75 Days

2. (a) BID document consisting of the detailed scope of work, complete specification, the schedule of work to be done and the set of conditions of contract to be complied with by the person/Voluntary org. whose BID may be accepted, which will also be found printed in the form of BID, can be seen and downloaded from website mentioned above.

(b) The cost of tender document is to be paid by e-Challan through e-grass (egras.raj.nic.in) in Head 0075-00-800-52-01 in favour of Executive Engineer, PHED Division Nagaur (DDO Code 18616), processing fee by e-Challan through e-grass (egras.raj.nic.in) in Head 8658-00-102-16-02 in favour of Executive Engineer, PHED Division Nagaur (DDO Code 18616).

3.0 IMPORTANT DATES:

S.No.	Events	Date & Time	Location
a	Availability of Tender document.	From issue of NIB	http://eproc.rajasthan.gov.in
b	Last date & time for downloading of tender document	05-01-2023 (up to 18.00 hours)	http://eproc.rajasthan.gov.in
c	Last date & time for online submission of tender	05-01-2023 (up to 18.00 hours)	http://eproc.rajasthan.gov.in
d	Last date & time for submission of physically copy of E-challan Tender fee, Processing fee and Form of Bid Securing declaration	06-01-2023 (up to 12.30 hours)	Office of Superintending Engineer PHED Circle Nagaur
e	Online opening of pre-qualification bid	03-01-2023 (at 15.00 hours)	http://eproc.rajasthan.gov.in in the office of Superintending Engineer Circle Nagaur
f	Online Opening of price bid	Will be intimated to all pre-qualified bidders	http://eproc.rajasthan.gov.in in the office of Superintending Engineer Circle Nagaur

Note: - In case there is a holiday on the date mentioned at 3. No. (d) & (e) activity assigned on that date shall be carried out on the next working day.

4. Instructions to Bidders for online e-tendering :

- A) The bidders who are interested in bidding can download the tender documents from <http://eproc.rajasthan.gov.in>
 - B) The bidders who wish to participate in the bids will have to register on <http://eproc.rajasthan.gov.in> further, bidders who wish to participate in online bids will have to procure digital Certificate as per information Technology Act-2000 using which they can sign their electronic bids.
 - C) Bidder shall submit their offer on-line in electronic format on above mentioned web site to time and date mentioned here in above.
5. The bid should be accompanied with latest GST Registration Certificate from the concerned department authorities without which the bids may not be entertained.
 6. No refund of bidding document fee & processing fee is claimable for bids not accepted or forms not submitted.
 7. All other conditions shall be prevailing as detailed out in the department bidding document.
 8. The acceptance of the bid will rest with the competent authority who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the bids received without assigning any reason.
 9. Online submitted bids will be opened on the schedule date at specified time mentioned at serial No. 3 (e) in the table above by bid opening committee in the office of Superintending Engineer, PHED, Circle, Nagaur.
 10. Before electronically submitting the bids, it should be ensured that all the bid papers including conditions of contract are digitally signed by the bidder.
 11. All bids in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations totalling or discrepancies in figures or words or other discrepancies, will be liable to rejection
 12. The department will not be responsible for any delay on account of late submission of bid.
 13. Bids shall be valid for period of 50 days from the opening of bids for communication of acceptance by the department.
 14. No conditional bids shall be accepted and will be rejected summarily forthwith.

SAVE WATER - SAVE LIFE

**Superintending Engineer
PHED Circle Nagaur**

Invitation for BID
Office of the SUPERINTENDING ENGINEER
Public Health Engineering Department
CIRCLE NAGAUUR

Execution of the VWSC training Activities –

Organizing 300 trainings of 300 Nos of VWSCs Under JJM of Distt. Division Nagaur.

The Superintending Engineer PHED Circle Nagaur invites eligible Voluntary Organization/NGOs to indicate their interest in providing services for the captioned assignment.

Interested bidders must provide the following in their Expression of Interest EOI):

1. **Profile of Organization:** The interested bidder must provide Profile of the Organization including the following at the very least:
 - Core Areas of providing consultancy services
 - Years in existence
 - Geographical Presence
 - Manpower
 - Core Competencies of Organization
 - Organogram
 - Existence in Nagaur District
 - Any debarment by any procuring entity in India or any other country in last 3 years

Details of above Organization in the form of Broachers/Leaflet Will required to be furnished with this tender's Technical BID, without this Bidder will be not qualified in Technical Bid

2. **Financial Strength: NA**

3. **Experience (as per format given in Annexure A)**

Experience of undertaking a Village level Training At least 60 village son Drinking Water in Single work order.

4. **Key Personnel:** Please give brief CVs (not more than two pages each) of the key personnel relevant to the assignment. **(as per format given in Annexure B)**

Firm/Voluntary Organization/NGOs willing to participate are required to furnish their particulars including, name, address, e-mail, telephone numbers, profile of relevant key persons, information indicating that they are qualified to perform the services **(brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc.)** as per the formats mentioned above.

Pre-Qaulification Criteria for Bidder: -

S. No.	Criteria	Weightage	
1	Firm/Voluntary Organization/ NGO shall be registered at least Ten years prior to the date of advertisement	Registration/renewal certificate of relevant act under which Firm/Voluntary organization/NGO is registered. Voluntary organization / NGO`s / Voluntary org related firm. Registered under competent/ relevant authority.	
2	Experience requirement	Organization / firm should have an experience of organization 60 village VWSC training with a Single order within last 3 years, copy of completion certificate must be submitted (not below the rank of Executive Engineer)	
3	Income tax return for previous three financial years i.e. 2019-20, 2020-21 and 2021-22	Proof of the documents be attached	
4	The aim and object for which the society is registered /established & having objective of Drinking Water, Health & Sanitation, Communication, Environmental Activities mentioned in the bye law`s/memorandum	Firm/Voluntary organization/NGO Should be mention Bye-Law`s Memorandum Serial No- ----- and copy attached.	
5	Registration of GST	Relevant Document by VO/NGO/VO- related firm	
6	Composition of Technical Team for execution	CV of Team members (1-TeamLeader), Post Graduate Field supervisor- 5) (Graduate) Field workers-10 (Graduate) Required copy of mark sheets, Local Identity proof & experience in relevant work	
All the Documents are Must Digitally signed of bidder and without this Bidder will disqualified			

Annexure A: Format for furnishing experience (for each as per the section C- Bidding formats for mandatory and prequalification criteria)

- a. Summary sheet for the most relevant and recent assignments in the following format:

Name of the assignment in water sector in Region Ajmer	Client (Address and Contact Number)	No of villages

- b. Give details of relevant assignments in the following format (1 sheet per assignment):

Assignment Name:		Country:
Project Location within the Country:		Professional Staff provided by your NGO/ Company:
Name of Client:		No. of Staff:
		No. of Person months:
Start Date:	Completion Date:	Approx. Value of Services:
Name of Associated Firm/Voluntary Organization/NGOs (s) if any:		No. of Professional Staff Months provided by Associated Firm/Voluntary Organization/NGOs(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Cost and Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Firm/NGO:		

Annexure B: Format for furnishing brief CVs – As per Tech-6 (With recent colored photograph) of Key Personnel:

Name of staff with designation. Areas of Expertise

Date of Birth

Years with Firm/ NGO/ Entity Nationality

Key Qualifications

Education

[Copies of Degrees be attached]

Experience Record *[list beginning with the most recent]* Languages

Self-certification about the correctness of information furnished in the CV

Countersigned by the Bidder (Firm/NGO/Agency)

**Office of the SUPERINTENDING ENGINEER
Public Health Engineering Department
CIRCLE NAGAU**

SCOPE OF WORK

Work shall be carried out as per ToR as per Direction of WSSO/PHED Nagaur Guideline

Note- There Should be 4 Training in each block per day.

Other Conditions of the contract:

1. The list of Gram/villages will be decided by department within the jurisdiction of Circle Nagaur.
2. All the work will be executed in Supervision/ Guidance under DWSM/ PHED Circle Nagaur/ Executive Engineer, P.H.E.D. Division Nagaur.
3. Resource Persons will be declared by Executive Engineer, P.H.E.D. Division Nagaur as per Govt Guidelines
4. Design of Flex, Material Kit and Lunch Menu Will be approved by DWSM/ SE CIRCLE PHED Nagaur/Executive Engineer, P.H.E.D. Division Nagaur.
5. Route Chart of Program Will be submitted by Team Leader of Organization.
6. Team Leader will be available for any time during the Training Tenure.

**SUPERINTENDING ENGINEER
CIRCLE NAGAU**

Invitation for BID
Office of the SUPERINTENDING ENGINEER Public Health Engineering Department
CIRCLE NAGAUUR

No. 41/2022-23

To.....

[Insert: Name and Full Address of the Shortlisted Firm/NGO/Agency] Dear Mr./Ms.:

1. Further to the Expression of Interest submitted by you with respect to the captioned assignment, the *[insert designation of the Procuring Entity]* invites proposals to provide the following consulting services: *[insert: name of consulting services assignment]*.

2. Further information regarding these services is available in the Terms of Reference sheet. It is not permissible to transfer this invitation to any other Firm/NGO.

3. This Bid Document (BID) has been addressed to the following short listed Firm/NGO/Agency:

[Insert: List of Short-listed Firm/NGO/Agency]

4. A Firm/NGO will be selected in accordance with the method and procedures described in the BID.

5. The BID includes the following:

Section I - Instructions to Firm/NGO/Agency/ Bidders *[can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in>*

Section II -Bid Data Sheet *[enclosed/attached here with]*

Section III -Bidding Forms *[can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in>*

Section IV - Terms of Reference *[enclosed/attached here with]*

Section VA - General Conditions of Contract (GCC) *[can be downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in>*

Section VB – Special Conditions of Contract (SCC) (enclosed/attached herewith) Section VC – Contract Forms *[can be downloaded from the website of State Public*

Procurement Portal <http://sppp.rajasthan.gov.in> and <https://eproc.rajasthan.gov.in>

The evaluation and qualification criteria and procedure of evaluation of proposals and award of Contract are included in Instructions to Firm/NGO/Agency.

6. The cost of BID document fee by e-Challan through e-grass (e-grass.raj.nic.in) in Budget head 0075-00-800-52-01 in favour of Executive Engineer, P.H.E.D.Division Nagaur (Code 18616) processing fee by e-Challan through e-grass (e-grass.raj.nic.in) in Head 8658-00-102-16-02 in favour of Executive Engineer, PHED Division Nagaur Division (DDO Code 18616) The online filled up Bid/Proposal Document with necessary Fee and Bid Security Declaration in original may be submitted in person or by post dated 03.02.2023 upto 12:30 Hours in the office of Superintending Engineer PHED Circle Nagaur.

Yours sincerely,

[Insert: Signature, name, and Designation of the Procuring Entity]

Letter of Acknowledgment
[To be written on Firm/NGO/VO letter head]

To
The Superintending Engineer
PHED Circle Nagaur

Date:

Ref: Invitation for BID issued vide No.....dated.....
For.....*[Insert name of the project]*

Dear Sir

We acknowledge the receipt of the documents listed in your Invitation to Submit an EOI/
Proposal package for the aforementioned project.

- a) * We Firm/NGO that we will submit an EOI/ proposal for the above contract by the due date in accordance with the specified requirements.
- b) * We do not wish to submit an EOI/proposal.

Yours faithfully

Name:

Position:

(* Alternative as appropriate)

KEY ACTIVITIES TO BE ORGANIZED

VWSC Training	Organizing 300 trainings of VWSC members of 300 villages under, District Nagaur
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**SUPERINTENDING ENGINEER
CIRCLE NAGOUR**

Form TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the BID: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Firm/NGO/Agency is a joint venture, insert the following: “We are submitting our Proposal a joint venture with _____ {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture”.

{OR}

If the Firm/NGO/Agency’s Proposal includes Sub-Firm/NGO/Agency, insert the following: “We are submitting our Proposal with the following Voluntary Organization/NGOs as Sub-Firm/NGO/Agency: {Insert a list with full name and address of each Sub- Firm/NGO/Agency.”}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and action may be taken against us under the provisions of the Act and the Rules;
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Sub-Clause 3.6.1;
- (c) We meet the eligibility requirements as stated in ITC Sub-Clause 3.2 and minimum qualification criteria as specified in Bid Data Sheet, Sub-Clause 7.2.1;
- (d) We, including any sub-Firm/NGO/Agency for any part of the Services, declare that we do not have any conflict of interest in accordance with ITC Sub-Clause 3.1 and we have complied with and shall continue to comply with the Code of Integrity contained in the Act, the Rules and ITC Sub-Clause 3.1.5.1 during execution of the Contract till completion of all our obligations under the Contract;
- (e) Except as stated in the Bid Data Sheet, Sub-Clause 3.6.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Sub-Clause 3.6.1 and ITC Sub-Clause 8.2 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(g) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

(h) Other comments, if any:

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Sub-Clause 9.1.3 of the Bid Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives. We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Firm/NGO/Agency (NGO's/ company's name or JV's name): In the capacity of: _____

Complete Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

SECTION-I

INSTRUCTION TO FIRM/AGENCIES/NGOs-

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” [here in after called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Firm/NGO/Agency are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the procurement process. If there is any discrepancy between the provisions of the Act and the Rules and this Request for Proposals Document, the provisions of the Act and the Rules shall prevail

1. Definitions			
S. No	Particulars	Clause	Description
1.1		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid Data Sheet (BDS)” means such part of the Instructions to Consulting Firm/Agency used to reflect specific Assignment conditions.
		1.1.3	“Client” means the Procuring Entity with which the selected Consulting Firm/Agency signs the Contract for the Services.
		1.1.4	“Consulting Firm/Agency” means the consulting firms who may be Firm/ NGO/ voluntary organization
		1.1.5	“Contract” means the Contract signed by the Parties and all the attached documents and the appendices.
		1.1.6	“Day” means a calendar day.
		1.1.7	“Government” means the Government of Rajasthan.
		1.1.8	“Instructions to Consulting Firm/Agency (ITC)” means the document which provides short listed Consulting Firm/Agency with information needed to prepare their Proposals
		1.1.9	LOI” means the Letter of Invitation being sent by the Client to the short-listed Consulting Firm/Agency.
		1.1.10	“Personnel” means professionals and support staff provided by the Consulting Firm/Agency or by any Sub-Consulting Firm/Agency and assigned to perform the Services or any part thereof; “Foreign Personnel” means such being so provided had their domicile outside India; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside India
		1.1.11	“Proposal” means the Technical Proposal and the Financial Proposal submitted by the Firm/NGO/Agency.
		1.1.12	“BID” means the Request for Proposals prepared by the Client for the selection of Consulting Firm/Agency.
		1.1.13	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.14	“Services” means the work to be performed by the Firm/NGO/Agency pursuant to the Contract.

		1.1.15	Deleted.
		1.1.16	“Terms of Reference” (TOR) means the document included in the BID which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Firm/NGO/Agency, and expected results and deliverables of the assignment.
S. No	Particulars	Clause	Description
2. Introduction			
2.1		2.1.1	The Client named in the Bid Data Sheet will select a consulting Firm/NGO/organization (the Firm/NGO/Agency) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	<u>This BID consists of the following documents:</u> Section I: Instruction to Firm/NGO/Agency (ITC) Section II: Bid Data Sheet (BDS) Section III: Bidding Forms Section IV: Terms of Reference (TOR) Section VA: General Conditions of Contract Section VB: Special Conditions of Contract Section VC: Contract Forms
		2.1.3	The shortlisted Firm/NGO/Agency are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Bid Data Sheet, for consulting services required for the assignment named in the Bid Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consulting Firm/Agency.
		2.1.4	Consulting Firm/Agency familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first- hand information on the assignment and local conditions, Firm/NGO/Agency are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Bid Data Sheet. Attending the pre-proposal conference is optional. Consulting Firm/Agency should contact the Client's representative named in the Bid Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Firm/NGO/Agency should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. Firm/NGO/Agency will bear all the expenses related to their visit.
		2.1.5	The Client will timely provide at no cost to the Firm/NGO/Agency the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2. 1.6	Firm/NGO/Agency shall bear all costs associated with the

			preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Firm/NGO/Agency.
S. No.	Particulars	Clause	Description Conflict of Interest etc.
3.1		3.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Firm/NGO/Agency provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
	:	:	The Firm/NGO/Agency shall not accept or engage in Any
			assignment that would be in conflict with its prior or
			current obligations to other employers, or that may
			place it in a position of not being able to carry out the
			assignment in the best interests of the Procuring
			Entity.
			Without limitation on the generality of the foregoing,
			Firm/NGO/Agency and any of their affiliates, shall be
			considered to have a conflict of interest and shall not
			be hired, under any of the circumstances set forth below:
Conflicting activities		3.1.1.1	An NGO that has been engaged by the Client to provide
			goods, works or services other than consulting
			services for a project, and any of its affiliates, shall be
			disqualified from providing consulting services related
			to those goods, works or services. Conversely, an NGO
			hired to provide consulting services for the
			preparation or implementation of a project, and any of
			its affiliates, shall be disqualified from subsequently
			providing goods, works or non consulting service
			resulting from or directly related to the NGO's
			consulting services for such preparation or
			Implementation.
Conflicting assignment		3.1.1.2	Firm/NGO/Agency (including its Personnel and Sub-
			Firm/NGO/Agency) or any of its affiliates shall not be hired
			for any assignment that, by its nature, may be in
			conflict with another assignment of the Firm/NGO/Agency to
			be executed for the same or for another Client. For
			example, a Firm/NGO/Agency hired to prepare engineering
			design for an infrastructure project shall not be
			engaged to prepare an independent environmental
			assessment for the same project, and a Firm/NGO/Agency
			assisting a client in the privatization of public assets
			shall not purchase, nor advise purchasers of, such

		assets. Similarly, a Firm/NGO/Agency hired to prepare Terms
		of Reference for an assignment should not be hired
		for the assignment in question.
Conflicting relationships	3.1.1.3	A Firm/NGO/Agency (including its Personnel and Sub-Firm/NGO/Agency) that has a business or family relationship with a member of the Client's staff who is
		directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
	3.1.2	Consulting Firm/Agency have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consulting Firm/Agency or the termination of its Contract.
	3.1.3	No agency or current employees of the Client shall work as Consulting Firm/Agency under their own organization. Recruiting former employees of the Client to work for their former organization is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists. When the Consulting Firm/Agency nominates any serving government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consulting Firm/Agency as part of his technical proposal.
Unfair Advantage	3.1.4	If a shortlisted Consulting Firm/Agency could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consulting Firm/Agency together with this BID all information that would in that respect give such Consulting Firm/Agency any competitive advantage over
Code of Integrity	3.1.5.1	The Consulting Firm/Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Any person participating in the 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;

			<p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</p> <p>(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;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p>
Breach of Code of Integrity by the Bidder		3.1.5.2	The Procuring Entity shall, notwithstanding anything to the contrary contained in this BID, reject a Proposal without being liable in any manner whatsoever to the Consulting Firm/Agency, if it determines that the Firm/NGO/Agency has, directly or indirectly or through an agent, has breached any provision of the Code of Integrity as stated in ITC Sub-Clause 3.1.5.1 or has engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the selection process. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Firm/NGO/Agency's Proposal.
		3.1.5.3	Firm/NGO/Agency shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the Assignment if the Firm/NGO/Agency is awarded the Contract.
3.2	Eligibility		
		3.2.1	A Firm/NGO/Agency should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.2	A Firm/NGO/Agency shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Procuring Entity under section 46 of the Act or in case the assignment is being financed with the funds of a Development Partner, then by that Development Partner and such a directive is in effect at the time of the submission of this Proposal.
3.3	Pre-condition for applying	3.3.1	<p>(a) The Firm/NGO/Agency's organization should have been in operations for at least last ten years with the proof of incorporation/ commencement of business.</p> <p>(b) In case of in drinking water sector a society, cooperative society, Registration Certificate issued under Societies</p>

			<p>Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.</p> <p>(c) Any other equivalent document in case of any other registered entity in drinking water sector</p> <p>(d) Service Tax Registration or any other mandatory Certificate in the name of the Firm/NGO/Agency and</p> <p>(e) All the mandatory condition mentioned for short listing criteria mentioned in prequalification criteria chapter.</p>
3.4	Eligibility of sub consultants	3.4.1	Deleted
3.5	Only one Proposal	3.5.1	Shortlisted Firm/NGO/Agency shall submit only one proposal either in its own name. If a Firm/NGO/Agency submits or participates in more than one proposal, such proposals in single district shall be disqualified. However, this does not limit the participation of the same Sub-Firm/NGO /Agency, including individual experts, in more than one proposal.
3.6	Proposal Validity	3.6.1	The Bid Data Sheet indicates how long Firm/NGO/Agency' Proposals must remain valid after the last date of submission of Proposals. During this period, Firm/NGO/Agency shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Firm/NGO/Agency to extend the validity period of their proposals. Firm/NGO/Agency who agree to such extension shall Con NGO that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Firm/NGO/Agency could submit new staff in replacement, which would be considered in the final evaluation for contract award. Firm/NGO/Agency who do not agree have the right to refuse to extend the validity of their Proposals.
3.7	Bid Security Declaration	3.7.1	a Bid Securing Declaration shall be submitted on Rs 50/-stamp paper in format enclosed herewith (Annexure-AA)
S. No	Particulars	Clause	Description
4 Clarification and Amendment of BID Documents			
4.1		4.1.1	Firm/NGO/Agency may request a clarification of any of the BID Documents up to the number of days indicated in the Bid Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Bid Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all shortlisted Firm/NGO/Agency. Should the Client deem it necessary to amend the Bid Document as a result of a clarification, it shall do so following the procedure under clause 4.1.2.

		4.1.2	<p>i. At any time before the deadline for submission of Proposals, the Client may amend the BID Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all shortlisted Firm/NGO/Agency and will be binding on them. The Firm/NGO/Agency shall acknowledge receipt of all amendments. It shall also be uploaded on the State Public Procurement Portal and the Procuring Entity's web site, where available.</p> <p>ii To give shortlisted Firm/NGO/Agency reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals under due intimation to the Firm/NGO/Agency who have been issued the BID by the Procuring Entity and also by uploading it on its official website and State Public Procurement Portal.</p> <p>iii The Firm/NGO/Agency may submit a modified proposal to take into account the amendment of BID, prior to deadline for submission of proposals.</p>
S. No	Particulars	Clause	Description
5. Preparation of Proposal			
5.1	General	5.1.1	The Proposal, as well as all related correspondence exchanged by the Firm/NGO/Agency and the Client, shall be written in the language (s) specified in the Bid Data Sheet
		5.1.2	In preparing their Proposal, Firm/NGO/Agency are expected to examine in detail the BID document Material deficiencies in providing the information requested may result in rejection of a Proposal.
		5.1.3	While preparing the Technical Proposal, Firm/NGO/Agency must give particular attention to the following:
		5.1.3.1	<p>If a shortlisted Firm/NGO/Agency considers that it may enhance its expertise for the assignment by associating with other Firm/NGO/Agency in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Firm/NGO/Agency(s), or (b) shortlisted Firm/NGO/Agency, if so indicated in the Bid Data Sheet. A shortlisted Firm/NGO/Agency must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted.</p> <p>For Time Based input, the estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Bid Data Sheet, but not both. However, the Proposal shall be based.</p>
		5.1.3.2	<p>on the number of Professional staff-months or budget estimated by the Firm/NGO/Agency. For Fixed-Budget based assignments, the available budget is given in the Bid Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.</p> <p>For Lump-sum based assignments, the Financial Proposal shall quote the amount being bid by the Firm/NGO/Agency for the assignment which will be valid across the professional man months required and shall not be revised, unless expressly indicated otherwise, in case the man months exceed the agreed time duration for the said services.</p>

		5.1.3.3	Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
		5.1.3.4	Documents to be issued by the Consulting Firm/Agency as part of this assignment must be in the language(s) specified in the Bid Data Sheet. If it indicates two languages, the language in which the proposal of the successful Firm/NGO/Agency will be submitted shall govern for the purpose of interpretation. It is desirable that the NGO's Personnel have a working knowledge of the Client's national language.
5.2	Technical Proposal Format and Content	5.2.1	The Bid Data Sheet indicates the format of the Technical Proposal to be submitted. Depending on the nature of the assignment, the Firm/NGO/Agency is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Bid Data Sheet and using the Standard Forms provided in Section III of the BID. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following parts from 5.2.1.1 to 5.2.1.7. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.
		5.2.1.1	The Technical Proposal should include: Brief description of the Firm/NGO/Agency' organization (approximately 2 Pages) and an outline of recent experience (assignments executed in the last three years) of the Firm/NGO/Agency and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section III. For each assignment, the outline should indicate the names of Sub-Firm/NGO/Agency/ Professional staff who participated, duration of the assignment, contract amount, and Firm/NGO/Agency's involvement. Information should be provided only for those assignments for which the Firm/NGO/Agency was legally contracted by the client as a corporation or as one of the major Voluntary Organization/NGOs within a joint venture.
		5.2.1.2	Assignments completed by individual Professional staff working privately or through other consulting Voluntary Organization/NGOs cannot be claimed as the experience of the Firm/NGO/Agency, or that of the Firm/NGO/Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Firm/NGO/Agency should be prepared to substantiate the claimed experience if so requested by the Client. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for

			counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section III).
		5.2.1.3	A description of the approach, methodology and workplan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this Section of the Technical Proposals is provided under Form TECH-4 of Section III. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section III) which will show in the form of a bar chart the timing proposed for each activity.
		5.1.2.4	The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks with time input be provided in Form for Team Composition, Assignment and Key Experts Inputs (Form TECH-6 of Section III). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
		5.2.1.5	CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Firm/NGO/Agency (Form TECH-6 Part-II of Section III).
		5.2.1.6	A detailed description of the proposed methodology and staffing for training, if the Bid Data Sheet specifies training as a specific component of the assignment.
		5.2.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non responsive.
5.3	Financial Proposals	5.3.1	The Financial Proposal shall be prepared using the Attached Bidding Forms (Section III). It shall list all costs associated with the assignment All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be Included in the prices of other activities or items.
5.4	Currencies of Proposal and Payments	5.4.1	The unit rates and the Prices shall be quoted by the Firm/NGO/Agency entirely in Indian Rupees and all payments shall be made in Indian Rupees., unless otherwise specified in Bid Data Sheet. Payment of Local cost portion of the Price shall be made in Indian Rupees.
		5.4.2	Commissions and gratuities, if any, paid or to be paid by Firm/NGO/Agency and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section III.

5.5	Taxes	5.5.1	The Firm/NGO/Agency is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet. Information on taxes in India is provided in the Bid Data Sheet. The bidder should have to quote the rate including all prevailing taxes i.e. GST/ Labour cess/etc Any other taxes/levies imposed during the execution period of the contract above the prevail taxes then the department will pay the such taxes/ levies etc other than the prescribed bills as per the approval of competent authority.
6. Submission, Receipt and Opening of Proposals			
S. No.	Particulars	Clause	Description
6.1	Submission, Receipt and Opening of Proposals	6.1.1	Bids are to be submitted & opened online in electronic format on website https://eproc.rajasthan.gov.in The bids shall be uploaded in two covers. First cover (Technical bid) shall contain scanned copies of bid fees, processing fees in form of E-Challan, Bid security Form of Bid-Securing declaration, GST certificate & related documents, scanned copies of pre-qualification documents. Second cover (Financial Bid) shall contain price bid in format of “BOQ”.
		6.1.2	The Firm/NGO/Agency or a person authorized by the Firm/NGO/Agency shall Digitally signed all pages of the original Technical. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. A Proposal submitted by a Joint Venture shall not be entertained. The digitally signed Proposal and its copies marked “Copy” as appropriate. The number of copies is indicated in the Bid Data Sheet. All copies shall be made from the signed. If there are discrepancies between the original and the copies, the original shall prevail.
		6.1.3	The qualifying bid (Ist envelope) shall be opened on web site www.eproc.rajasthan.gov.in on 08-07-2021 at 03.30 PM in the office of Superintending Engineer Circle Nagaur in the presence of such bidders or their authorized representative (s) who wish to be present at the time of opening. If due to any reasons the due date is declared as holyday, the bids will be received and opened on next working day at the schedule time.

		6.1.4	The information and document furnished in the Ist envelope shall be examined and evaluated. The firms whose bids are found responsive i.e. meeting bid requirement, shall be informed about the stipulated date and time for opening of price bid. The IInd envelope containing price bids shall be opened in respect of bids which are found responsive online at web site www.eproc.rajasthan.gov . The Price Bids i.e. IInd envelope shall be opened in office of the Superintending Engineer, PHED, Circle Nagaur, in presence of such bidder(s) or their authorized representative who wish to be present at the time of opening on specified date and time.
		6.1.5	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet.
		6.1.6	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Firm/NGO/Agency or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the addresses of all members; (ii) the presence or absence of Proposal Document price, if any, Bid Security/ Bid Securing Declaration, e-Proposal processing fee or user charges, if any (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Bid Data Sheet.
7. Proposals Evaluation			
S. No.	Particulars	Clause	Description
7.1	General	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Firm/NGO/Agency should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Firm/NGO/Agency to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firm/NGO/Agency' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Firm/NGO/Agency wishes to contact the Client on any matter related to the selection process, it should do so only inwriting.</p> <p>While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>

7.2	Evaluation of Technical Proposals	7.2.1	<p>The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, Minimum requirement of qualifications and experience (general and specific) of the NGO and key and non-key personnel of the Firm/NGO/Agency's NGO, if any, shall be as specified in the Bid Data Sheet.</p> <p>Each responsive Proposal will be checked as per criteria laid in prequalification section. A Proposal shall be rejected at this stage if it does not respond to important aspects of the BID, and particularly the Terms of Reference as indicated in the Bid Data Sheet.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
7.3	Financial Proposals for Quality Based selection	7.3.1	Deleted
7.4	Public Opening and Evaluation of Financial Proposals (Least Cost Selection Method)	7.4.1	<p>After the technical evaluation is completed, the Client shall inform those Firm/NGO/Agency whose Technical Proposals did not meet the minimum qualifying technical score (and shall provide information relating to the Firm/NGO/Agency's overall technical score, as well as scores obtained for each criterion and sub-criterion) or were considered non responsive to the BID and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing those Firm/NGO/Agency that are prequalified and inform them the date, time and location for opening the Financial Proposals. The result of the technical evaluation shall also be placed on the State Public Procurement Portal. The opening date should allow Firm/NGO/Agency sufficient time to make arrangements for attending the opening. The Firm/NGO/Agency's attendance at the opening of the Financial Proposals (in person, or online, if such option is indicated in the Bid Data Sheet) is optional and is at the Firm/NGO/Agency's choice. The work may be split between two or more if found suitable.</p>
		7.4.2	<p>The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in Consulting presence of those Firm/NGO/Agency or their representatives whose proposals have passed the minimum technical score. At the opening, the names of the Firm/NGO/Agency, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals</p>

			shall be then opened, and the total prices read aloud and recorded. The Firm/NGO/Agency or their representatives who are present at the opening of the Proposals and the members of the Proposals opening Committee shall sign the record.
	Correction of errors	7.4.3	Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
		7.4.3.1	If a Time-Based contract form is included in the BID, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
		7.4.3.2	If a Lump-Sum contract form is included in the BID, the Firm/NGO/Agency is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Clause 7.5 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
7.5	Taxes	7.5.1	The Client's evaluation of the Firm/NGO/Agency's Financial Proposal shall includes taxes and duties in India,
7.6	Conversion to Single Currency	7.6.1	For the evaluation purposes, prices shall be converted to Indian Rupees using the selling rates of exchange, source and date indicated in the Bid Data Sheet.
7.7	Evaluation in case of Quality and	7.7.1	Deleted
7.8	Evaluation	7.8.1	Deleted
7.9	Evaluation in case of Least- Cost Selection (LCS)	7.9.1	The Client will select the Firm/NGO/Agency with the lowest evaluated total price among those Firm/NGO/Agency that achieved the minimum required technical score, and invite such Firm/NGO/Agency to negotiate the Contract.

8. Negotiations and Clarifications			
S. No.	Particulars	Clause	Description
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Firm/NGO/Agency or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Firm/NGO/Agency.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the Client and the Firm/NGO/Agency or its authorized representative.
8.2	Availability of Key Experts	8.2.1	The invited Firm/NGO/Agency shall ensure the availability of all Key Experts included in the Proposal as a pre- requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 3.6 of the ITC. Failure to the Key Experts 'availability may result in the rejection of the Firm/NGO/Agency's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Firm/NGO/Agency.
		8.2.2	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Firm/NGO/Agency, including but not limited to death or medical incapacity. In such case, the Firm/NGO/Agency shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
8.3	Technical negotiations or clarifications	8.3.1	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
8.4	Financial negotiations or clarifications	8.4.1	The negotiations include the clarification of the Firm/NGO/Agency’s tax liability in India and how it should be reflected in the Contract.
		8.4.2	If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
		8.4.3	In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by Firm/NGO/Agency in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure as above, is provided in Appendix

			A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
8.5	Conclusion of the negotiations	8.5.1	The negotiations will conclude with a review of the finalized draft Contract. To complete negotiations the Client and the Firm/NGO/Agency will sign the agreed Contract.
9. Award of Contract			
S. No.	Particulars	Clause	Description
9.1	Award of Contract	9.1.1	<p>After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Procuring Entity shall inform the successful Firm/NGO/Agency in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Firm/NGO/Agency. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the Firm/NGO/Agency given in the Proposal.</p> <p>In the written intimation of acceptance of its Proposal sent to the successful Firm/NGO/Agency, it shall also be asked to execute an agreement in the format given in the BID on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period specified in the Bid Data Sheet or where the period is not specified in the Bid Data Sheet, then within fifteen days from the date on which the LOA or LOI is dispatched to the successful Firm/NGO/Agency.</p> <p>Client shall promptly notify all Firm/NGO/Agency who have submitted proposals about the acceptance of the successful offer and also place this information on the State Public Procurement Portal.</p>
		9.1.2	If the Firm/NGO/Agency, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall take action against the successful Firm/NGO/Agency as per the provisions of the Act and the Rules. The Procuring Entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of successful Firm/NGO/Agency, to the Firm/NGO/Agency with next lowest or most Advantageous Responsive Proposal.
		9.1.3	The Firm/NGO/Agency is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.
		9.1.4	Refer to Bid Data Sheet for the type of consultancy contract [Time Based or Lump Sum Based Contract]

9.2	Performance Security	9.2.1	Performance Security @2.5% shall be solicited from the successful Firm/NGO/Agency except the departments of the State Government and undertakings, corporations, managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.
		9.2.3	Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases: - (a) when the Firm/NGO/Agency does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or (b) when the Firm/NGO/Agency fails to commence the Services as per Letter of Award within the time specified; or (c) when the Firm/NGO/Agency fails to complete the Services satisfactorily within the time specified; or (d) when any terms and conditions of the contract is breached; or (e) to adjust any accepted dues against the
			Consulting Firm/NGO/Agency from any other contract with the Procuring Entity; or (9) if the Firm/NGO/Agency breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and TC Clause 3.1
9.3	Payments	9.3.1	Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final. All payments shall be made in Indian Rupees unless Otherwise specified in Bid Data Sheet.
9.4	Schedule of Payments	9.4.1	Payment will be made as follow Completion of 82 Trainings : 25% Payment can be made Completion of 164 Trainings : 50 % Payment can be made Completion of 246 trainings : 75 % Payment can be made Completion of 300 trainings : 100% Payment can be made
9.5	Replacement of Key Personnel during work performance	9.5.1	Normally it will not be accepted but in exceptional circumstances on recorded reason, Bidder may be allowed to do so after permission has been granted by SE PHED Circle Nagaur

10. Confidentiality

S. No.	Particulars	Clause	Description
10	Confidentiality	10.1	In addition to the restrictions specified in section 49 of the Act and Rule 77 of the rules, all information contained in this BID should be treated as commercially confidential and the Firm/NGO/Agency are required to limit dissemination on a need-to-know basis. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firm/NGO/Agency who submitted the

			Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firm/NGO/Agency of confidential information related to the process may result in the rejection of its Proposal.
11. Grievance Redressed During Procurement Process			
S. No.	Particulars	Clause	Description
11	Grievance Redressed	11.1	Any grievance of a Consulting Firm/NGO/Agency pertaining at the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITC.

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

(a) 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 there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal 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 the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) 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 bidding 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.

(3) Form and procedure of filing an appeal

- (a) An appeal 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 offer.
- (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 authorized representative.

(4) 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.

(5) Procedure for disposal of appeals

- (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 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 Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....Place

Date.....

Appellant's Signature

Section II: Bid Data Sheet

ITC clause Reference	
2.1.1	The Procuring Entity (Client) with full address: - SE PHED CIRCLE NAGAU Method of selection: -Least Cost Basis
2.1.3	(i) Check one: Bids are to be submitted & opened online in electronic format on website https://eproc.rajasthan.gov.in Technical Proposal to be submitted Cover-I and Financial Proposal to be submitted Cover-II Name of the assignment is: Organizing 300 trainings of 300 Nos of VWSCs Under JJM in District Nagaur
2.1.4	The Pre-Bid conference will be held/ not held. No
2.1.5	The Client will provide the following inputs and facilities: Client will give list of villages/Blocks and Request letter in the name of authority for Rajiv Gandhi Sewa Kendra/ Panchayat Hall of a venue (village) of training
3.2.1	Whether Joint Ventures are permitted to submit Proposals (Yes/No): NO
3.4.1	Whether shortlisted or other Consulting Firm/Agency are permitted to be associated: NO
3.6.1	Proposals must remain valid for 50 days/ months after the last date for submission:
3.7.1	Whether Bid Security/ Bid Securing Declaration is required: If yes, its amount is: Yes Bid Security Declaration shall be submitted on stamp paper of Rs 50/-
4.1.1	(i) For clarification purposes only, the Procuring Entity's (Client's) addresses: Attention (Name with Designation): SE PHED CIRCLE NAGAU _____ _____ Complete Address with Floor/Room number: PIN (ii) A request or clarification on Bidding document should reach the above address 3 Days prior to the deadline for submission of Proposals.
5.1.1	Proposals shall be submitted in the following language (English/ Hindi/ Both English and Hindi):
5.1.3.1	Shortlisted Firm/NGO/Agency may associate with other shortlisted Firm/NGO/Agency or other non-shortlisted Firm/NGO/Agency (No):
5.1.3.2	(i) For Time Based input: - This is not Time-Based Assignment Estimated input of Key Experts' time-input: _____person-months. [OR] Estimated total cost of the assignment: [Indicate only either time input (in person-month) or total cost, but not both.] (ii) For Fixed Budget based assignments: Yes
5.1.1	The format of the Technical Proposal to be submitted is: FTP _____or STP_____ [check the applicable format]
5.2.1.7	Whether the assignment includes training component:

5.3.1	<p>(1) a per diem allowance in respect of Personnel of the Consulting Firm/Agency for every day in which the Personnel shall be absent from the home office for purposes of the Services; No</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; No</p> <p>(3) Cost of office accommodation, investigations and surveys; No</p> <p>(4) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; No</p> <p>(5) Cost, rental and freight of any instruments or IT equipment required to be provided by the Firm/NGO/Agency for the purposes of the Services; No</p> <p>(6) Cost of printing and dispatching of the reports to be produced for the Services; Yes as per ToR</p> <p>(7) Other allowances where applicable and provisional or fixed sums (if any); and No</p> <p>(8) Cost of such further items required for purposes of the Services not covered in the foregoing as per ToR [choose as applicable from above]</p>
5.4.1	<p>The Price for the Services shall be expressed in Indian Rupees and / or.....</p> <p>The single currency for price conversions is: Indian Rupees The source of official selling rates is: The reference date of exchange rates is:</p> <p>The payments shall be made in Indian Rupees and/ or____(specify currency(s), if permissible).</p>
5.5.1	<p>Amounts payable by the Client to the Firm/NGO/Agency under the contract to be subject to local taxation (Yes/No): <u>Yes</u></p> <p>If active NGO, the Client will reimburse the Firm/NGO/Agency for indirect local taxes (including service tax) and duties (Yes/No): <u>NO</u></p>
6.1.2	Firm/NGO/Agency must submit the Technical Proposal, and the original of the Financial Proposal in physical form
6.1.4	<p>(i) For Proposal submission only, the Procuring Entity's (Client's) address is: Attention (Name with Designation): - Complete Address with Floor/ Room number: SE PHED Circle City: <u>Nagaur</u> PIN Code: 341001 Telephone No. with STD Code: 01582-240780 Facsimile number: _____ Email address: <u>_rj_senag@yahoo.com</u></p> <p>(ii) Proposals must be submitted no later than the following date and time: <u>02.01.2023 at 6 PM</u></p> <p>(iii) The address of website for electronic submissions: not allowed</p>
6.1.5	The opening of Proposals shall take place at: SE PHED Circle Office Nagaur
7.2.1	Responsiveness will be checked based on prequalification document submitted by FIRM/NGO/AGENCY: -
7.6.1	For converting prices into Indian Rupees for evaluation purpose, the source of Selling Rate of foreign exchange shall be _____ as on _____(Date). NA
7.7.1	Expected date and address for contract negotiations: (If held) SE PHED Circle Nagaur

8.1.1	The time period within which the successful Firm/NGO/Agency shall have to submit Performance Security and sign the Contract Agreement after issue of LOA or LOI by the Client is: 10 days
9.1.1	Expected date and location for commencement of consulting services are: within 10 days from the date of LoA
9.1.2	The consultancy contract will be a: Lump Sum Based Contract work to be completed in 75 days after commencement of work UNIT RATE Time Based Contract- [choose one of the above]
9.2.1	Whether Performance Security or Performance Security Declaration shall be required from the successful Firm/NGO/Agency (Yes/ No): Yes If yes, the amount of Performance Security shall be 2.5 % of the Contract amount.
9.3.1	The currency(s) of payment in addition to Indian Rupees is/ are.....Rs only...
9.4.1	For a Lump Sum based Contract invoice shall be due on: Acceptance of the Deliverable as per Schedule of payment in ITB
9.4.2	For Lump Sum Contracts, Expenses over and above the Professional Fees _____[insert “will” or “will not”] be paid by the Client. If yes, specify expenses: N/A
9.4.3	For Lump Sum Based Contracts: The schedule of Payments may be as follows: (An indicative pattern is given below) Payment will be made as follow Completion of 82 Trainings : 25% Payment can be made Completion of 164 Trainings : 50 % Payment can be made Completion of 246 trainings : 75 % Payment can be made Completion of 300 trainings : 100% Payment can be made On the receiving of the reports, photos, video, newspaper cutting duly verified by Sarpanch, Panchayat Secretary, countersigned by BDO/Panchayat Secretary, submission of proof of entry of required details on IMIS regarding participants etc and verified by AE/EE concerned to EE PHED Division Nagaur A copy of the bill for information shall also be submitted to SE PHED CIRCLE NAGAUUR for record only. The payment shall be made to Firm/NGO on the basis of completed all activities. Partial deduction / Part Rate of the any activity/s on recommendation of verifying authority shall be deducted by Concern EE PHED.
9.4.4	For a Time Based Contract: Not applicable The Client shall pay the Firm/NGO/Agency for Services rendered at the rate(s) per person month spent (or per day spent or per hour spent, subject to a maximum of [insert no. of hours] hours per day) in accordance with the rates agreed.
10.1	The Designation and Address of the First Appellate Authority is Additional Chief Engineer PHED Region AJMER The Designation and Address of the Second Appellate Authority is CE(Administration) PHED JAIPUR

TERMS OF REFERENCE

1. Training will be conducted by Agency as per details circulated by Chief Engineer (Rural) PHED Rajasthan Jaipur letter no. CE(R)/WSSO/2021-22/3052-3102 Dated 15.06.2021 under ORIENTATION CUM ONE DAY TRAINING PROGRAMME for VWSC Members (Copy of order enclosed)

1.1 Scope of Work

a. Objective :-

- To aware and sensitize the VWSC members.
- To orient the members of VWSC for the judicious use of water.
- To orient the members of VWSC for planning, Implementation and O&M of JJM.

b. Expected Outcomes :-

- VWSC made aware, sensitized and oriented about above objectives to implement rural water supply schemes under JJM.

c. Participants :-

- Formation of the VWSC in each village as per the Government order No.F.3(WQ)/SWSM/2020-21/1815-2049 dated 29.05.2020 (Copy enclosed)
- No of participants per village per VWSC will be 15.
- The participants in each training will be 15 i.e. one training programme for one villages.
- Ensure 50% female participation as per circular no 1144-1280 dated 1-6-2021

d. Venue of training :-

- The venue of the training will be at Rajeev Gandhi Seva Kendra/Panchayat Hall.

Training Schedule

Timings	Particulars	Speaker/Resource person
09:30 - 10:00 AM	Registration	District Support Unit, WSSO
10:00 - 10:10 AM	Welcome address and objective of the workshop	EE, PHED
10:10 - 10:20 AM	Address by the chairperson	SDM/BDO
10:20 - 10:30 AM	Address by the Chief Guest	Zila Pramukh/Sarpanch/MLA
10:30 - 10:45 AM	Tea session	

Technical sessions:

10:45 - 11:15 AM	JJM objectives and Role of DWDM & VWSC	EE, PHED
11:15 - 11:45 AM	Ground water situation and water conservation techniques	AA/EE, GWD
11:45 - 01:30 PM	Meeting, Opening of Bank account and record keeping of VWSC	Consultant, WSSO
01:30 - 02:30 PM	Lunch	
02:30 - 03:30 PM	Social survey, VAP and Grey water management	EE, PHED/Trained Expert in TOT
03:30 - 04:30 PM	Water Quality Issues	Consultant, WSSO/Trained Expert in TOT
04:30 - 05:00 PM	Open Discussion	
05:00 - 05:15 PM	Valedictory Remarks	EE, PHED

e. Quantities per training :-

S. No.	Name Activity	Unit (sets)
1	Training Kit-One 25 Paper Dairy, One Pen and Mask with Hand Sanitizer	18
2	Functional expenses like Banner etc.	1
3	Tea and Biscuits	18
4	Honorarium to the Experts.	1
5	Lunch	18
6	Photography (Post card size 08 no. of each training with 4 set) and Videography (Minimum 10 minutes each training after approval of editing)	1 set
7	Documentation- Report	1 set
8	Miscellaneous	LS

f. Output :-

Detailed training report along with Photos and video and paper cutting etc. verified by Sarpanch and Secretary GP and countersigned by BDO/Panchayat Authority. The name of the Participants along with other details shall be uploaded on the IMIS, JJM Portal by the Agency

g. List of Participants: -

The list of participants with their mobile number and signatures will be duly verified by Sarpanch and Secretary GP and countersigned by AE/EE, PHED.

1.2 COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT.

Client will provide a list of villages of Distt Nagaur where the training is to be conducted. Assignment shall be completed under the supervision of Sh. Tejveer Chowdhary WSSO Consultant. Resource Persons viz AE/EE PHED concerned Division shall be available as per Training Schedule.

Agency will collect all the mobile Nos of relevant persons to be present in training and communicate at least 3 days in advance through SMS and on voice call with a reminder on previous day.

All other logistics and clean arrangement shall be on the part of Agency

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Agent, as well as the Personnel and agents of the Agency and any Sub-Agent, comply with the Applicable Laws.

1.3 TERMS OF PAYMENT

The schedule of Payments shall be as follows:

(An indicative pattern is given below)

Payment will be made as follow

Completion of 82 Trainings : 25% Payment can be made

Completion of 164 Trainings : 50 % Payment can be made

Completion of 246 trainings : 75 % Payment can be made

Completion of 300 trainings : 100% Payment can be made

On the receiving of the reports, photos, video, newspaper cutting duly verified by Sarpanch, Panchayat Secretary, countersigned by BDO/Panchayat Secretary, submission of proof of entry of required details on IMIS regarding participants etc and verified by AE/EE concerned to EE PHED Division Nagaur

1.4 KEY PERSONNEL-

(1)-Team Leader should have, Post Graduate qualification below age of 50 years with experience in water field

(2) Field supervisor- 5 no (Graduate)

The names of personnel will be indicated in Bid and CV shall be submitted along with offer

Non-Key Personnel-

Other than Key persons Agency will employ Field workers- minimum 10 Nos (graduate) to undertake the work of training

1.5 REPLACEMENT OF KEY PERSONNEL DURING WORK PERFORMANCE

Normally it will not be accepted but in exceptional circumstances on recorded reason, Bidder may be allowed to do so after permission has been granted by SE PHED Circle Nagaur

2 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 10 (ten) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Earnest Money of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery & approval of the final deliverable to the Authority.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in

this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP (Request for Proposal) shall continue to subsist and shall be deemed to form part of this Agreement.

- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP (Request for Proposal) shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the only the payments to the Consultant corresponding to the completion of stage of deliverables successfully achieved (after offsetting against these payments any amount that may be due from the Consultant to the Authority). No payment whatsoever for incomplete stage of work shall be made to consultant.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.1 Compensation for delay

The time allowed for carrying out the work as entered in the tender, shall be strictly observed by the Consultant and shall be reckoned from the 10th day after the date of written order to commence the work is given to the Consultant. If the Consultant does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount

of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-Charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Consultant. To ensure good progress during the execution of work, the consultant shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before ½ of such time has elapsed and 3/4th of work before 3/4th of such time has elapsed. If the consultant fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the consultant, the consultant shall be liable to pay compensation to the Government at every time span as below: -

A.	Time Span of full stipulated period	1/4 th	1/2 th	3/4 th	Full
B.	Work to be completed in terms of money	1/8 th	3/8 th	3/4 th	Full
		(Rs.)	(Rs.)	(Rs.)	(Rs.)
C.	Compensation payable by the consultant for delay attributable to consultant at the stage of :	Delay up to one fourth period of the prescribed time span – 2.5% of the work remained unexecuted			
		Delay exceeding one fourth period but not exceeding half of the prescribed time span – 5% of the work remained unexecuted.			
		Delay exceeding half of the period but not exceeding three fourth of the prescribed time span – 7.5% of the work remained unexecuted			
		Delay exceeding three fourth of the prescribed time span – 10% of the work remained unexecuted			
Note: In case delayed period over a particular span is split up and is jointly attributable to Government and consultant, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.					

Note: The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.

The consultant shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the consultant, the spanwise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be

admissible if work would have been carried out in that particular time span. The Engineer-in-Charge shall review the progress achieved in every time span, and grant stagewise extension in case of slow progress with compensation, if the delay is attributable to consultant, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the Consultant before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Consultant shall complete the work within the said time schedule. In the event of the Consultant failing to comply with this condition, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

3.2 Encashment and appropriation of Security Deposit

The Authority shall have the right to invoke and appropriate the proceeds of the Security Deposit, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

3.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty logical as per order referred TOR as per direction of executive engineer concerned subject to 10 percent item of cost of work per training. Warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

4. FAIRNESS AND GOOD FAITH

4.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

4.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to

agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause hereof.

5. SETTLEMENT OF DISPUTES

5.1 Amicable settlement

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

5.2 Dispute resolution

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

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

5.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Secretary, Public Health Engineering Department, Government of Rajasthan, Jaipur and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of relevant Clause .

5.4 Arbitration

5.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 5.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Jaipur and the language of arbitration proceedings shall be English.

5.4.2 There shall be {an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment} {a sole arbitrator^s whose appointment} shall be made in accordance with the Rules.

- 5.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 5 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 5.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 5.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

6.0 Agreement will be executed as mentioned below as per stamp paper Rules

AGREEMENT No. _____

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the _____ day of the month of _____ 21**, between, on the one hand, the Governor of Rajasthan acting through the Public Health Engineering Department, Government of Rajasthan, and represented by the Superintending Engineer), PHED, Circle Nagaur of the Department (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “**Agency**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its RFP (Request for Proposal) for Organizing 300 trainings of 300 Nos of VWSCs Under JJM of Circle Nagaur District Nagaur (hereinafter called the “**Services**”)
- (B) the Agency submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP (Request for Proposal) and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Agency, awarded the assignment to the Agency vide its Letter of Award dated _____ (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as stipulated in various clauses of RFP including ToR:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Agency:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

2.

Technical Approach and Methodology

Agency will collect the list of villages from Authority and a time schedule will be prepared. The Names and mobile Nos of VWSC members/ Speakers/ Resource persons shall be collected and a WhatsApp group shall be made to facilitate quick communication. Mobilization of Team Leader and Field Supervisors shall be made and a meeting will be conducted in the office of SE PHED Circle Nagaur to kick off the assignment. Field Supervisors shall be overall in charge of the training. He will also act as resource person for the sessions as mentioned in daily time schedule. For ToT booklet of Guidelines/ Power Point Presentation/ Any other material in Hindi/English shall be provided in the meeting to Agency. Agency will be required to acquaint himself with the matter JJM related to VWSC. District Consultant WSSO Mr Tejveer Chowdhary will be the coordinator between PHED and Agency

Work Plan

4 Nos of trainings of 04 villages on each block per day from Monday to Friday in 1st week and 4 Nos of trainings of 04 villages on each block per day from Monday to Friday in 2nd week shall be organised as per time schedule of each mentioned in the ToR.

Organization and Staffing

Circle office PHED is headed by SE stationed at Nagaur assisted by Technical Assistants (EE &AE) and Monitoring Engineers (EE&AE). At Divisions there are Executive Engineers supported by Assistant Engineers in each Block. WSSO Consultant Shri Tejveer Chowdhary shall be available for coordination between agency and PHED.

BID FORMS

Section III: Bidding Forms

{Notes to Firm/NGO/Agency shown in brackets { } throughout Section III provide guidance to the Firm/NGO/Agency to prepare the Technical Proposal and Financial Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Technical Proposal Forms

Required for FTP or STP ()	FORM	DESCRIPTION	Page Limit
Full Technical Proposal	FTP		
	TECH-1	Technical Proposal Submission Form	Yes
	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	No
	TECH-2	Firm/NGO/Agency's Organization and Experience.	
	TECH-2A	A. Firm/NGO/Agency's organization	Yes
	TECH-2B	B. Firm/NGO/Agency's Experience	Yes
	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
	TECH-3A	B. On the Terms of Reference	Yes
	TECH-3B	C. On the Counterpart Staff and Facilities	Yes
	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	Yes
	TECH-5	Work Schedule and Planning for Deliverables	Yes
	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) for execution of Program	Yes
	TECH-7A or 7B	Form of Bid Security/ Bid Securing Declaration by the Firm/NGO/Agency u/s 7 & 11 of the Act	Yes
	TECH-8	Power of Attorney Sample format is given but in the case of a Joint Venture, a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members are required	NA
	TECH-9	Format for queries for Pre-Bid Conference/ seeking clarifications on Bidding Document	

All pages of the original Technical and Financial Proposal shall be signed by the Firm/NGO/Agency or the same authorized representative of the Firm/NGO/Agency who signs the Proposal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Nagaur-

}

To: SE PHED
Circle Nagaur

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the BID: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Firm/NGO/Agency is a joint venture, insert the following: “We are submitting our Proposal a joint venture with _____ {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture”.

{OR

If the Firm/NGO/Agency’s Proposal includes Sub-Firm/NGO/Agency, insert the following: “We are submitting our Proposal with the following Voluntary Organization/NGOs as Sub-Firm/NGO/Agency: {Insert a list with full name and address of each Sub- Firm/NGO/Agency.”}

We hereby declare that:

- (i) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and action may be taken against us under the provisions of the Act and the Rules;
- (j) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, Sub-Clause 3.6.1;
- (k) We meet the eligibility requirements as stated in ITC Sub-Clause 3.2 and minimum qualification criteria as specified in Bid Data Sheet, Sub-Clause 7.2.1;
- (l) We, including any sub-Firm/NGO/Agency for any part of the Services, declare that we do not have any conflict of interest in accordance with ITC Sub-Clause 3.1 and we have complied with and shall continue to comply with the Code of Integrity contained in the Act, the Rules and ITC Sub-Clause 3.1.5.1 during execution of the Contract till completion of all our obligations

under the Contract;

(m) Except as stated in the Bid Data Sheet, Sub-Clause 3.6.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Sub-Clause 3.6.1 and ITC Sub-Clause 8.2 may lead to the termination of Contract negotiations.

(n) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(o) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

(p) Other comments, if any:

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Sub-Clause 9.1.3 of the Bid Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client

receives. We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

Name of Firm/NGO/Agency (NGO's/ company's name or JV's name): In the capacity of:

Complete Address:

Contact information (phone and e-mail):

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

FIRM/NGO/AGENCY S ORGANIZATION AND EXPERIENCE

Form TECH-2:

A brief description of the Firm/NGO/Agency's organization and an outline of the recent experience of the Firm/NGO/Agency that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Firm/NGO/Agency's Key Experts and Sub-Firm/NGO/Agency who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Firm/NGO/Agency), and the Firm/NGO/Agency's role / involvement.

A- Firm/NGO/Agency's Organization

1. Provide here a brief description of the background and organization of your NGO/company.
2. Enclose proof of possessing minimum eligibility and qualifications as per the criteria, if any specified in the Bid Data Sheet, e.g. regarding number of years of experience, financial turnover, amount involved in litigation against the NGO etc.
3. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Firm/NGO/Agency's Experience asper Annex-A

1. List only previous similar assignments successfully completed.
2. List only that assignments for which the Firm/NGO/Agency was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Firm/NGO/Agency's individual experts working privately or through other consulting Voluntary Organization/NGOs cannot be claimed as the relevant experience of the Firm/NGO/Agency, or that of the Firm/NGO/Agency's partners or sub-Firm/NGO/Agency, but can be claimed by the Experts themselves in their CVs. The Firm/NGO/Agency should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Form TECH-3

(FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3:

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4

(FOR FULL TECHNICAL PROPOSAL ONLY)

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

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the TOR here. }

b) **Work Plan.**{Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

Form TECH-5

(FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

a) **Technical Approach, Methodology, and Organization of the Firm/NGO/Agency's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Comments (on the TOR and on counterpart staff and facilities)**

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

(Please affix a recent passport size colored photograph)

Position Title and No.	{e.g., K-1, TEAM LEADER }
Name of Expert:	{ Insert full name }
Date of Birth:	{ day/month/year }
Country of Citizenship/ Residence	

Education: {List college/ university or other specialized education, giving names of educational institutions, dates attended, degree(s)/ diploma(s) obtained }

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact in for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2015-present]	[e.g., Ministry/ Department of, advisor/Firm/NGO/Agency to. For references: Tel/e- mail ; Mr., Secretary/ Jt. Secretary/ Dy. Secretary]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Firm/NGO/Agency's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/ tasks as in TECH- 5 in which the Expert will be involved}	

NOTE: - The qualification/s and experience certificate/s must be attached with CV otherwise the CV will not be accepted

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal and action under provisions of the Act and the Rules by the Client.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of the Consulting Firm/Agency or his Counter Signature Date Authorised Signatory (the same who signs the Proposal)

FORM TECH-7

DECLARATION BY THE FIRM/NGO/AGENCY/ BIDDER U/S 7 & 11 OF THE ACT

In relation to our Proposal/ Bid submitted to *[enter designation and address of the procuring entity]* for procurement of *[insert name of the Services]* in response to their Request for Proposals/ Notice Inviting Bids No..... Dated

..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of Firm/NGO/Agency/Bidder

Place:

Name:

Designation:

Address:

FORM TECH-8

POWER OF ATTORNEY

(On Stamp paper of appropriate value)

Know all persons by these presents, We..... *[name of the Consulting Firm/Agency/Bidder and address of its registered office]* do hereby constitute, appoint and authorize Mr. / Ms. *[name and residential address]* who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal/ Bid for *[name of the project/ assignment]*, including signing and submission of all documents and providing information/ responses to *[designation of procuring entity]* in all matters in connection with our Proposal/ Bid for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done buys.

Dated:

Accepted.

[Signature, Name and designation of the Attorney]

[Signature and Name of the Firm/NGO/Agency/ Bidder with corporate seal]

Financial Proposal - Standard Forms

{*Notes to Firm/NGO/Agency* shown in brackets { } provide guidance to the Firm/NGO/Agency to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section I, Instructions to Firm/NGO/Agency.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding amount(s) with currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause

5.5.1. in the Bid Data Sheet. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 3.6.1 of the Bid Data Sheet.

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

We remain, Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

_____ E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Firm/NGO/Agency, in which case the power of attorney to sign on behalf of all members shall be attached}

PREAMBLE TO PRICE SCHEDULES

Price Schedule for Work

1. The Contract is of lump sum contract. The contract will be awarded as per the unit rate quoted by the bidder and the payment will be made as per the negotiated unit rate by PHED CIRCLE NAGAUUR.
 2. There are, however, several minor items not specifically mentioned in the break-up but shall be required to complete the works as per scope and specification of works stipulated in the tender document.
 3. Items not specifically listed in this price breakup schedules but are required to be executed for satisfactory completion of work as specified in scope of work, will not be separately paid for by the PHED CIRCLE NAGAUUR when executed and shall be deemed to be covered in the prices quoted.
 4. Each item is to be individually priced in ink and no column in the Schedule of prices shall be left blank.
 5. The Tenderer is advised to examine all instructions, forms, terms, specifications and other information in the Tender documents and consider and evaluate fully the price implications therein contained before filling the price schedule.
 6. The Tenderer should acquaint himself with the site conditions including the access to Work site. The successful Tenderer shall have to make suitable access to work sites at his own cost.
 7. The Tenderer shall be deemed to have allowed in his price, provision for all required work as specified in scope of work i.e. salary & wages of staff & all taxes etc including service tax shall be deemed included in his prices.
- It will be entirely at the discretion of the PHED CIRCLE NAGAUUR to accept or reject the Tenderer proposals without giving any reasons whatsoever. The Tenderer's must carefully go through the provisions laid down in the ITT regarding the deviations allowed, and the likely reasons, which may lead to the rejection of Tenders and / or forfeiture of the earnest money.

**Superintending Engineer
PHED CIRCLE NAGAUUR**

FINANCIAL BID

OFFICE OF THE SUPERINTENDING ENGINEER PHED CIRCLE NAGOUR

“H” SCHEDULE

NAME OF WORK: - Organizing 300 trainings of 300 VWSCs Under JJM of District Nagaur.

- 1- NIT NO. :- 41/2022-23
- 2- ESTIMATED COST (Rs) :- 1462500.00
- 3- Earnest Money :- Rs 29300/- to be deposited by
firm/NGO/Agency and Rs. 7325/- for
contractors registered in appropriate
class in PHED Rajasthan (as per rule)
- 4- TENDER COST :- 500.00 Rs
- 5- PROCESSING FEE :- 500.00 Rs
- 6- TENDER RECEIVING END DATE :- 05/01/2023
- 7- WORK TENURE :- 75 Days

JOB DISCRIPTION	UNIT RATE Per training of Per VWSCs to be quoted by bidder	Total Amount (in figures)
Organizing 300 trainings of 300 no VWSCs of 300 no villages with reports, photos etc as per ToR Under JJM of Division Nagaur.		

SIGNATURE OF TENDERER

**Superintending Engineer
PHED Circle Nagaur**