

**Government of Rajasthan  
Local Self Government Department  
(Directorate of Local Bodies, Rajasthan, Jaipur)**

G-3, Rajmahal Residency, Near Civil lines, Railway Crossing, Jaipur

Tel No.: +91 141 2222469 Fax No.: +91 141 2222403 web site : www.lsgraj.org

No: F 55 ( ) PA/CE/DLB/online survey of street vendors /2014/

12

Date 01-01-2015

**Notice Inviting Request for Proposal (RFP)**

(For publication in the Newspapers)

Technical and Financial Bids in Single Stage are invited up to **18.02.2015 at 15.00 Hrs** for consultancy services for online survey of street vendors and preparation of street vending plan for Ajmer, Udaipur, Bharatpur, Kishangrah, Beawar, Alwar, Bhiwadi, Banswara, Baran, Barmer, Bhilwara, Bundi, Chittorgarh, Churu, Sujangarh, Dausa, Dholpur, Dungarpur, Sri Ganganagar, Hanumangarh, Jaisalmer, Jalore, Jhalawar, Jhunjhunu, Karauli, Hindoncity, Nagaur, Makrana, Pali, Pratapgarh, Rajsamand, Swaimadhapur, Gangapurcity, Sikar, Sirohi and Tonk under the guidelines of **National Urban Livelihoods Mission (NULM) The Ministry of Housing and Urban Poverty Alleviation (Mo HUPA) GoI**. Details may be seen in the Request for Proposal (RFP) at our office or the website of the State Public Procurement Portal <http://sppp.rajasthan.gov.in>, [www.lsgraj.org](http://www.lsgraj.org), [www.cmar-india.org](http://www.cmar-india.org) and may be downloaded from these websites.

(Purushottam Biyani)  
Director cum Joint Secretary

No: F 55 ( ) PA/CE/DLB/online survey of street vendors/2014/

13-54

Date 01-01-2015

Copy to following for information:

1. SA to Hon'ble Minister UDH&LSG, GoR
2. PS to Principal Secretary LSG, GoR
3. PS to Director cum Joint Secretary, LSG
4. CAO, DLB
5. Chief Executive Officer/Commissioner, Municipal Corporation/Council -----
6. Commissioner, Municipal Council, Sikar for publication of NIB in One leading Regional daily newspaper, one State level leading daily newspapers having circulation of 50,000 copies or more, One all India level daily newspaper with wide circulation.
7. Notice Board-----

(Signature)  
2014/11/31  
Chief Engineer

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Date

**Notice Inviting Request for Proposal (RFP)**

(For publication on <http://sppp.rajasthan.gov.in>)

Single stage two envelopes unconditional sealed bids are invited on behalf of Governor of Rajasthan by Directorate of Local Bodies for ULBs for consultancy services for online survey of street vendors and preparation of street vending plan under the guidelines of **National Urban Livelihoods Mission (NULM) The Ministry of Housing and Urban Poverty Alleviation (Mo HUPA) GoI**. The bidder, who meets the eligibility criteria mentioned in RFP and evaluated as the most preferred bidder as per the RFP document, shall be considered for award of contract.

Cost of RFP document (non-refundable)	Rs 5000/- (Rupees Five Thousand Only) for each package.
Bid Security (refundable)	2% of estimated cost for each package.
Publishing Date & Time	<b>12.01.2015 at 14:00 Hrs</b>
Request for Proposal Download start Date & Time	<b>13.01.2015 at 14:00 Hrs</b>
Pre-bid conference will be held on	<b>19.01.2015 at 14.00 Hrs at DLB conference hall, Jaipur</b>
Websites for downloading Request for Proposal	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
Request for Proposal Submission End Date & Time	<b>18.02.2015 at 15:00 Hrs</b>
Technical Bid Opening Date & Time	<b>19.02.2015 at 15:00 Hrs at concerned ULB</b>
Financial Bid Opening Date & Time	Will be intimated later to technically responsive bidder

1. The interested bidder may submit their proposals online along with a Non-refundable Demand Draft of Rs 5000/- (Rupees Five Thousand Only) drawn in favour of **Chief Executive Officer/Commissioner Municipal Corporation/Council-----** payable at Jaipur/project city, from any Scheduled Commercial Bank.
2. Each bid must be accompanied by Bid Security of 2% of estimated cost in form of DD/Bank Guarantee in accordance to provisions The "Rajasthan Transparency in Public Procurement Act 2012 & Rule 2013" in favour **Chief Executive Officer/Commissioner Municipal Corporation/Council-----**. RFP Document can be seen at or obtained from website <http://sppp.rajasthan.gov.in>
3. In case of the any bidder fails to physically submit the DD for tender fee, DD/BG for EMD up to **18.02.2015 at 15:00 Hrs**, the bid of the respective bidder shall not be accepted.
4. The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department along with their technical proposal.
5. The "Rajasthan Transparency in Public Procurement Act 2012 & Rule 2013" shall be applicable.
6. DLB/ULB reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without incurring any liability, whatsoever in favour of the Bidder(s).

**CEO/Commisioner**

No: F 55 ( ) PA/CE/DLB/online survey of street vendors/2014/

Date

Copy to following for information:

1. PS to Principal Secretary LSG, GoR
2. PS to Director cum Joint Secretary LSG
3. CAO, DLB
4. Notice Board-----
5. Guard file

**CEO/Commisioner**

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**(Purushottam Biyani)  
Director cum Joint Secretary**

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6. Commissioner, Municipal Council, Sikar for publication of NIB in One leading Regional daily newspaper, one State level leading daily newspapers having circulation of 50,000 copies or more, One all India level daily newspaper with wide circulation.
7. Notice Board-----

**Chief Engineer**

**REQUEST FOR PROPOSAL (RFP)**

**For**

**CONSULTANCY SERVICES FOR ONLINE SURVEY OF STREET VENDORS AND  
PREPARATION OF STREET VENDING PLAN**

**By**

Name of ULB:-----

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**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, 2012” [hereinafter 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 Consultants 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 Letter of Invitation

**Municipal Council ----- invites** proposals from eligible Consulting Company/Firms for:

Consultancy services for online survey of street vendors and preparation of street vending plan

The above assignment is for consultancy services for online survey of street vendors and preparation of street vending plan with funding under the Grant in aid scheme of Ministry of Housing & Urban Poverty Alleviation has issued guidelines Support to Urban Street Vendors (SUSV) under National Urban Livelihoods Mission (NULM) Government of India.

The bidder who meets the eligibility criteria mentioned, will only be further evaluated for the selection of most preferred bidder on the basis of quality cum cost as per the RFP documents

## 2 Section 1: Instructions to Consultants

<b>1. Definitions</b>			
<b>S.No</b>	<b>Particulars</b>	<b>Clause</b>	<b>Description</b>
1.1		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Client” means the Procuring Entity with which the selected Consultant signs the Contract for the Services.
		1.1.3	“Consultant” means the Bidder who may any entity or person that may provide or provides the Services to the Client under the Contract.
		1. 1.4	“Contract” means the Contract signed by the Parties and all the attached documents and the appendices.
		1. 1.5	“Bid Data Sheet (BDS)” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
		1.1.6	“Day” means a calendar day.
		1.1.7	“Government” means the Government of Rajasthan.
		1.1.8	“Instructions to Consultants (ITC)” means the document which provides short listed Consultants 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 Consultants.
		1.1.10	“Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of 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 Consultant.
		1.1.12	“RFP” means the Request For Proposals prepared by the Client for the selection of Consultants.
		1.1.13	“Services” means the work to be performed by the Consultant pursuant to the Contract.
		1.1.14	“Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
		1.1.15	“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives ,scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
<b>2. Introduction</b>			
2.1		2.1.1	The Client named in the Bid Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	This RFP consists of the following documents: Letter of invitation Section 1:Instruction to Consultants (ITC) Section 2: Bid Data Sheet (BDS) Section 3: Bidding Forms

			Section 4: Terms of Reference (TOR) Section 5: Contract forms
		2.1.3	The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Bid Datasheet, 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 Consultant.
		2.1.4	Consultants should 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, Consultants 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. Consultants 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. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
		2.1.5	The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports.
		2.1.6	Consultants 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 Consultants.
<b>3. Conflict of Interest, etc.</b>			
3.1		3.1.1	In addition to the provisions of Rule 81, the Procuring Entity requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.  The Consultant 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, Consultant 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	A firm 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, a firm 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 firm's consulting services for such preparation or implementation.
	Conflicting	3.1.1.2	Consultant (including its Personnel and Sub-Consultants) or any of its

	assignments		<p>affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant 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 Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare</p> <p>Terms of Reference for an assignment should not be hired for the assignment in question.</p>
	Conflicting Relationships	3.1.1.3	<p>A Consultant (including its Personnel and Sub-Consultants) 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.</p>
		3.1.2	<p>Consultants 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 Consultant or the termination of its Contract.</p>
		3.1.3	<p>No agency or current employees of the Client shall work as Consultant under their own organization.</p> <p>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 Consultant 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 Consultant as part of his technical proposal.</p>
	Unfair Advantage	3.1.4	<p>If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
	Code of Integrity	3.1.5.1	<p>The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.</p> <p>Any person participating in the procurement process shall,-</p> <ol style="list-style-type: none"> <li>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;</li> <li>b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;</li> <li>d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</li> </ol>

			<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 RFP, reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, 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 Consultant's Proposal.
		3.1.5.3	Consultants 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 Consultant is awarded the Contract.
3.2	Eligibility	3.2.1	A Consultant may be a natural person, private Entity, government-owned Entity or, where permitted in the Bidding document, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV], Consortium or Association. In the case of a Joint Venture, Consortium or Association: - all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and a Joint Venture, Consortium or Association shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture, Consortium or Association during the Bidding process. In the event the Bid of Joint Venture, Consortium or Association is accepted, either they shall form a registered Joint Venture, Consortium or Association as company/ firm or otherwise all the parties to Joint Venture, Consortium or Association shall sign the Agreement.
		3.2.2	A Consultant, and all parties constituting the Consultant, shall have the nationality of India. In case of International Competitive Bidding or Joint Venture, Consortium or Association [where permitted], the nationality of the Consultant and all parties constituting the Consultant shall be of India or a country not otherwise declared ineligible by Government of India. A Consultant shall be deemed to have nationality of a country if the Consultant is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country.
		3.2.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.2.4	A Consultant 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>The Consultant's organization should have been in operations for at least last three years with the proof of inCouncil/ commencement of business. In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted.</p> <p>In case of a society, cooperative society, Registration Certificate issued under Societies Registration Act, Cooperative Societies Act along with copy of bye laws be submitted.</p> <p>In case of a partnership firm, Registration Certificate issued by Registrar of Firms along with power of attorney in favor of one partner duly signed by all the partners of the firm.</p> <p>Any other equivalent document in case of any other registered entity.</p> <p>VAT Registration Certificate, Service Tax Registration Certificate in the name of the Consultant.</p>
3.4	Eligibility of Sub-Consultants	3.4.1	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in this document.
3.5	Only one Proposal	3.5.1	Shortlisted Consultants (including the individual members of any joint venture) shall submit only one proposal either in its own name or as a part of a Joint Venture. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.
3.6	Proposal Validity	3.6.1	<p>The Bid Data Sheet indicates how long Consultants 'Proposals must remain valid after the last date of submission of Proposals. During this period, Consultants 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 Consultants to extend the validity period of their proposals.</p> <p>Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
3.7	Bid Securing Declaration/ Bid Security	3.7.1	<p>Every Consultant shall have to enclose with its Proposal, a Bid Securing Declaration in the specified format given in Bidding Forms [Section III, Bidding Forms] to the effect that in the event of the Consultant withdraws its Proposal after the deadline for submission of Proposals, or does not furnish Performance Security or sign the Agreement after being declared as successful Consultant, it shall be debarred by the Client from taking part in any procurement process undertaken by the Client in three years from the date of debarment.</p> <p>Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in Indian Rupees in original form and the amount</p>

			<p>specified in the BDS.</p> <p>Bid Security shall be 2% of the estimated value of subject matter of procurement put to Bid or as specified by the State Government.</p> <p>The Bid Security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee [to be confirmed by bank], in specified format, of a Scheduled Bank in India.</p> <p>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section III, Bidding Forms.</p> <p>Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</p>
<b>4. Clarification and Amendment of RFP Documents</b>			
4.1		4.1.1	<p>Consultants may request a clarification of any of the RFP 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 Consultants. Should the Client deem it necessary to amend the Bid Documents as a result of a clarification, it shall do so following the procedure under clause 4.1.2.</p>
		4.1.2	<p>i. At any time before the submission of Proposals, the Client may amend the RFP Documents by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants 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 Consultants 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 Consultants who have been issued the RFP by the Procuring Entity and also by uploading it on its official website and State Public Procurement Portal.</p> <p>iii. The Consultants may submit a modified proposal to take into account the amendment of RFP, prior to deadline for submission of proposals.</p>
<b>5. Preparation of Proposals</b>			
5.1	General	5.1.1	<p>The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Bid Data Sheet.</p>
		5.1.2	<p>In preparing their Proposal, Consultants are expected to examine in detail the RFP document.</p> <p>Material deficiencies in providing the information requested may result in rejection of a Proposal.</p>

		5.1.3	If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the Bid Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. A maximum consortium of 05 members will be allowed by the Procuring Entity.
		5.1.3.2	<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 on the number of Professional staff-months or budget estimated by the Consultants.</p> <p>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 bidder 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 Consultants 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 Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm'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 Consultant 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 RFP. 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 paras 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 Consultants' organization (approximately 2 Pages) and an outline of recent experience (approximately 10 relevant assignments executed in the last three years) of the Consultant and, in the case of joint venture, for each partner, on assignments of a similar nature

			<p>is required as specified in the ToR sections. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a Council or as one of the major firms within a joint venture.</p> <p>Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.</p>
		5.2.1.2	<p>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</p>
		5.2.1.3	<p>A description of the approach, methodology and work plan 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 in the technical proposal. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.</p>
		5.1.2.4	<p>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 as specified in the ToR. The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.</p>
		5.2.1.6	<p>CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Consultant in the Technical proposal.</p>
		5.2.1.7	<p>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.</p>
		5.2.2	<p>The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.</p>
5.3	Financial Proposals	5.3.1	<p>The Financial Proposal shall be prepared using the attached Bidding Forms (Appendix D of Bidding Forms). It shall include a lump sum figure inclusive of all taxes in INR. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. 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.</p>
5.4	Currencies of Proposal and payments	5.4.1	<p>The unit rates and the Prices shall be quoted by the Consultants 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.</p>
		5.4.2	<p>Commissions and gratuities, if any, paid or to be paid by Consultants and</p>

			related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section III.
5.5	Taxes	5.5.1	The Consultant and its Sub-consultants and Experts are 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.
<b>6. Submission, Receipt and Opening of Proposals</b>			
6.1	Submission, Receipt and Opening of Proposals	6.1.1	The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must sign such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section III, and FIN-1 of Section III.
		6.1.2	The Consultant or a person authorized by the Consultants shall sign all pages of the original technical and Financial Proposals. 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 duly authorized to sign. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The signed Proposal shall be marked "Original", 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 original. If there are discrepancies between the original and the copies, the original shall prevail.
		6.1.3	The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Bid Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "Do Not Open With The Technical Proposal." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "Do Not Open, Before [insert the time and date of the submission deadline indicated in the Bid Data Sheet]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
		6.1.4	The Proposal or its modification must be sent by hand or by post to the address/addresses indicated in the Bid Data Sheet and received by the Client no later than the time and the date indicated in the Bid Datasheet, or any extension to the date. If electronic submission of the Proposals is requested, they must be submitted through the website of Stat Public Procurement Portal. Any proposal received by the Client after the deadline for submission shall be

			returned unopened.
		6.1.5	The Client shall open the Technical Proposal at the time and place indicated in the Bid Data Sheet.
		6.1.6	The Client's Proposals opening committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants or their authorized representatives who choose to attend (in person, or online if this option is offered in the Bid Data Sheet) on the opening date, time and the address as stated in the Bid Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC Clause 7.4
		6.1.7	At the opening of the Technical Proposals the following shall be read out: (i) the name and address of the Consultant 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 Securing Declaration, 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.
<b>7. Proposals Evaluation</b>			
7.1	General	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</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, and point system specified in the Bid Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score 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 (QBS)	7.3.1	<p>Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the details of the top ranked Consultant will be placed on the State Public Procurement Portal and all other Consultants shall be informed about it. The top ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under ITC 8.2.1 (For Quality Based Selection).</p> <p>If Financial Proposals were invited together with the Technical Proposals,</p>

			only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
7.4	Public Opening and Evaluation of Financial Proposals (for QCBS, FBS, and LCS methods)	7.4.1	After the technical evaluation is completed, the Client shall inform those Consultants whose Technical Proposals did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing those Consultants that have secured the minimum overall technical score 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 Consultants sufficient time to make arrangements for attending the opening. The Consultant'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 Consultant's choice.
		7.4.2	The Financial Proposals shall be opened publicly by a committee constituted by the Client for this purpose in presence of those Consultants or their representatives whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown 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 shall be then opened, and the total prices read aloud and recorded. The Consultants 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 RFP, 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 RFP, the Consultant 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 (Appendix D of the ToR) shall be considered as the offered price.
7.5	Taxes	7.5.1	The Client's evaluation of the Consultant's Financial Proposal shall be inclusive of all applicable taxes
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 cum-Cost- Based Selection (QCBS)	7.7.1	<p>All over project award criteria have based on the score that the bidder will get after the passing out financial and technical aspects of the proposal. This score will give the clear view for awarding the project. This Methodology is based on following formula-</p> <p>Financial score of Bidder S(r)  <math>S(r) = 100 \times F / F(m)</math>                      Where                      F=Proposal to be consider                      F(m) = Highest price bid                      Final score of the Bidder = S (t) x T (t) + S(r) x F(r)                      Where                      S (t) = Technical score of bidder (Evaluation of technical proposal)                      T (t) = Technical multiplying factor = 0.8                      S(r) = Financial score of the Bidder.                      F(r) = Financial multiplying factor = 0.2                      F = financial bidding amount, proposal to be considered of different parties which is variable as per the amount of different bidders. F(m) = highest bid for the proposal and not variable. The technical score of bidder comes from the technical table as mention above.                      Based on this the final score is derived by multiplying the technical factor T(t) with the technical score and financial score with the financial multiplying F(r) Also technical and financial factor are not variable.</p> <p>The score under the Technical Proposal Submission would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above.</p>
7.8	Evaluation in case of Fixed-Budget Selection (FBS)	7.8.1	In the case of Fixed-Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. Proposals that exceed the indicated budget will be rejected.
7.9	Evaluation in case of Least-Cost Selection (LCS)	7.9.1	In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>8. Negotiations and Clarifications</b>			
8.1	General	8.1.1	The negotiations will be held at the date and address indicated in the Bid Data Sheet with the Consultant or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
		8.1.2	The Client shall prepare minutes of negotiations that are signed by the

			Client and the Consultant or its authorized representative.
8.2	Availability of Key Experts	8.2.1	The invited Consultant shall confirm 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 confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
		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 Consultant, including but not limited to death or medical incapacity. In such case, the Consultant 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 Consultant'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 consultants 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 Consultant will sign the agreed Contract.
<b>9. Award of Contract</b>			
9.1	Award of Contract	9.1.1	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 Consultant 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 Consultant. 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 Consultant given in the Proposal.

			<p>In the written intimation of acceptance of its Proposal sent to the successful Consultant, it shall also be asked to execute an agreement in the format given in the RFP 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 Consultant. Client shall promptly notify all Consultants 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	<p>If the Consultant, 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 Consultant 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 Consultant, to the Consultant with next lowest or most advantageous responsive Proposal.</p>
		9.1.3	<p>The Consultant is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.</p>
		9.1.4	<p>Refer to Bid Data Sheet for the type of consultancy contract [Time Based or Lump Sum Based Contract]</p>
9.2	Performance Security	9.2.1	<p>Performance Security shall be solicited from the successful Consultant except the departments of the State Government and undertakings, Councils, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.</p> <p>The amount of Performance Security shall <b>be five percent</b>, or as specified in the Bid Data Sheet, of the amount of the Contract. The currency of Performance Security shall be Indian Rupees, if not otherwise specified in Bid Data Sheet. The Consultant shall deliver the Performance Security to the Procuring Entity within 15 days or such other time period as specified in the Bid Data Sheet, after issue of the Letter of Award.</p>

		9.2.2	<p>Performance Security shall be furnished in one of the following forms:</p> <p>a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>b) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>c) Bank guarantee. It shall be in the form given in Section III, Contract Forms, issued by a Scheduled Bank in India or as specified in Bid Data Sheet, and shall be got verified from the issuing bank; or</p> <p>d) Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Client without requirement of consent of the Consultant concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>Performance Security furnished in the form of a document mentioned at options (ii) to (v) above shall remain valid for a period of <b>sixty days beyond the date of completion of the services and all contractual obligations of the Consultant.</b></p>
		9.2.3	<p>(a) Forfeiture of Performance Security : Amount of Performance Security in full or part may be forfeited in the following cases :-</p> <p>(b) when the Consultant 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</p> <p>(c) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(d) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(e) when any terms and conditions of the contract is breached; or</p> <p>(f) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(g) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>(h) Notice of reasonable time will be given in case of forfeiture of Performance Security.</p> <p>(i) The decision of the Client in this regard shall be final.</p>
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees unless otherwise specified in Bid Data Sheet.
9.4	Schedule of Payments	9.4.1	Payment Schedule will be contingent upon the type of Contract as specified in the Bid Data Sheet.
<b>10. Confidentiality</b>			
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 RFP should be treated as commercially confidential and the Consultants 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 Consultants 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 Consultant of confidential information related to the process may result in the rejection of its Proposal.
<b>11. Grievance Redressal During Procurement Process</b>			
11	Grievance Redressal	11.1	Any grievance of a Consultant pertaining to 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 1 : Procedure of Appeals**

### **1. Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in ITC Clause 11.1 within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in ITC Clause 11.1 in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

### **4. Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

### **5. Form of Appeal**

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### 6. Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled Bank in India payable in the name of Appellate Authority concerned.

#### 7. Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

i. hear all the parties to appeal present before him; and

ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**FORM No. 1**

[See rule 83]

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

Appeal No \_\_\_\_\_ of \_\_\_\_\_

Before the \_\_\_\_\_ (First / Second Appellate Authority)

1. Particulars of appellant:

i. Name of the appellant:

ii. Official address, if any:

iii. Residential address:

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

i.

ii.

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. Ground of

appeal: \_\_\_\_\_

\_\_\_\_\_

(Supported by an affidavit)

7. Prayer: \_\_\_\_\_

\_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Appellant's Signature

### 3 Section 2: Bid Data Sheet

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

ITC clause Reference		
2.1.1	The Procuring Entity (Client) with full address:  Method of selection:	<b>Commissioner Municipal Council -----</b>  <b>QCBS</b>
2.1.3	Check one: Financial Proposal or; Technical Proposal or; Financial Proposal to be submitted together with Technical Proposal  Name of the assignment is:	<b>Consultant/Company/Firms must submit their signed Financial proposal to be submitted along with Technical Proposal physically at concerned ULB.</b>  <b>Consultancy services for online survey of street vendors and preparation of street vending plan.</b>
2.1.4	The Pre-Bid conference will be held/ not held. If it will be held, the time and date will be: other details are: Name and Designation of the convener Street: Address: Floor/Room number: City: PIN Code: Telephone No. with STD Code: Facsimile number: Email address:	<b>..... 2014</b>  <b>Director Local Bodies, "Swayat Shasan Bhawan" at G- 3 Rajmahal residency Area, Near Civil Line Railway Crossing, Jaipur-302005 for Municipal Council -----</b>
2.1.5	The Client will provide the following inputs and facilities:	<b>If any, clarifications shall be addressed to the bidders queries presented during the pre - bid meeting</b>
3.2.1	Whether Joint Ventures are permitted to submit Proposals (Yes/No)	<b>Yes</b>
3.6.1	Proposals must remain valid for days/ months after the last date for submission.	<b>90 days. DD/BG of Bid security shall be valid beyond 30 days from bid validity</b>
4.1.1	For clarification purposes only, the Procuring Entity's (Client's) address is: Attention (Name with Designation): Street: Address: Floor and Room number: City:	<b>Director Local Bodies, "Swayat Shasan Bhawan" at G- 3 Rajmahal residency Area, Near Civil Line Railway Crossing, Jaipur-302005 for Municipal Council -----</b>

	PIN Code: Telephone No. with STD Code: Facsimile number: Email address:	
5.1.1	Proposals shall be submitted in the following language (English/ Hindi/ Both English and Hindi):	<b>English</b>
5.1.3.1	Shortlisted Consultants may associate with other shortlisted Consultants or other non-shortlisted Consultants (Yes/No):	<b>No</b>
5.1.3.2	(i) For Time Based input: 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: The total available budget for this Fixed-Budget assignment is: (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected. [If inclusive, indicate tax estimates separately]	<b>Being a lump sum contract, the total cost of the financial proposal shall be inclusive of all taxes as applicable exclusive of service tax. Service tax will be borne by client at prevailing rates.</b>
5.2.1	The format of the Technical Proposal to be submitted is: FTP or STP [check the applicable format]	<b>FTP</b>
5.3.1	1. as per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office for purposes of the Services; 2. cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; 3. cost of office accommodation, investigations and surveys; 4. cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; 5. cost, rental and freight of any instruments or IT equipment required to be provided by the Consultants for the purposes of the Services; 6. cost of printing and dispatching of the	<b>The lump sum contract shall include all direct and variable costs as applicable</b>



6.1.5	<p>The opening of Proposals shall take place at:          [Insert: “same as the Proposal submission address” OR another address, if different]          Date:          Time:</p>	<p>Same as the Proposal submission address</p> <p>-----</p>
7.2.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: <i>(The Client is to choose the required criteria, sub-criteria and assign appropriate points to them as per nature of the assignment)</i></p> <p>(i) Specific experience of the Consultants relevant to the assignment: [0 - 10] <i>[Normally, sub-criteria are not provided]</i></p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology [Insert Points]          b) Work plan [Insert points]          c) Organization and staffing [Insert points]          Total points for criterion (ii): [20 - 50]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team leader [Insert points]          b) Sector Expert [Insert points]          c) Domain Expert [Insert points]          d) Support Staff [Insert points]          e) _____ [Insert points]          Total points for criterion : [30 - 60]          The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <p>1. General qualifications [Insert weight between 20 and 30%]          2. Adequacy for the assignment [Insert weight between 50 and 60%]          3. Experience in region and language [Insert weight between 10 and 20%]</p>	<p><b>The Consultant/ firm shall refer to the ToR/RFP for eligibility, timelines &amp; deliverables and scope of work addressed</b></p>

	<p>Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program:</p> <p>a) Relevance of training program [Insert points]</p> <p>b) Training approach and methodology [Insert points]</p> <p>c) Qualifications of experts and trainers [Insert points]</p> <p>d) Total points for criterion (iv): [0 - 10]</p> <p>e) Participation by Indians among proposed key staff: [0 - 10]</p> <p><b>Total points for the five criteria: The minimum technical score (St) required to pass is: ____ Points.</b></p>	
7.5.1	<p>(i) For the purpose of the evaluation, indicate whether the Client will include or exclude: (a) all local identifiable indirect taxes such as sales tax, service tax, VAT, or similar taxes levied on the Contract's invoices and (b) All additional local indirect tax on the remuneration of services rendered by non-resident experts in India:</p> <p>(ii) If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>	<p><b>The local taxes shall be included as a part of the financial proposal. However, the Client holds the right to ask for a break up of individual costs proposed by the bidder during contract negotiations</b></p>
7.7.1	<p>The formula for determining the financial scores is the following:  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration                      The weights given to the Technical and Financial Proposals are:  <math>T =</math> [Insert weight: normally 0.6 to 0.8], and  <math>P =</math> _____ [Insert weight: normally 0.2 to 0.4]</p>	<p><b>The technical proposal shall hold weight age of 0.8 and the financial proposal would be 0.2</b></p>
8.1.1	<p>Expected date and address for contract negotiations:</p>	<p><b>Will be intimated, if required.</b></p>
9.1.1	<p>The time period within which the successful Consultant shall have to submit</p>	<p><b>LoA shall be issued by Municipal Council ----- to successful</b></p>

	Performance Security and sign the Contract Agreement after issue of LOA or LOI by the Client is:	<b>bidder. The performance security shall be submitted by the Consultant within 15 days of award of contract, post contract negotiations. The contract agreement will have to be signed between the Client (concerned Municipal Council) and the successful bidder within 15 days post submission of the Performance Security</b>
9.1.3	Expected date and location for commencement of consulting services are:	<b>1 week after signing of contract</b>
9.1.4	The consultancy contract will be a: Lump Sum Based Contract Time Based Contract [choose one of the above]	<b>Lump sum based contract</b>
9.2.1	Whether Performance Security or Performance Security Declaration shall be required from the successful consultant (Yes/ No): If yes, the amount of Performance Security shall be @ ____ % of the Contract amount.	<b>The performance security to be provided by the successful bidder would be 5% of the Contract amount( In the name of Chief Executive officer , Municipal Council concerned)</b>
9.3.1	The currency(s) of payment in addition to Indian Rupees is/ are	<b>N/A</b>
9.4	For a Lump Sum based Contract invoice shall be due on: Submission of the Deliverable Acceptance of the Deliverable [choose one of the above]	<b>Submission of the deliverable</b>
9.4	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:	<b>No</b>
9.4	For Lump Sum Based Contracts: The schedule of Payments shall be	<b>As specified in the ToR</b>
9.4	For a Time Based Contract invoice shall be raised by the Consultant on: Weekly Basis Fortnightly Basis Monthly Basis Quarterly Basis Semi-annually Basis Annually Basis [choose one of the above]	<b>N/A</b>
9.4	For a Time Based Contract: The Client shall pay the Consultant 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.	<b>N/A</b>

	of hours] hours per day) in accordance with the rates agreed.	
11.1	The Designation and Address of the First Appellate Authority is The Designation and Address of the Second Appellate Authority is	<b>Director cum Joint Secretary LSG,</b> <b>Secretary LSG</b>
	<p><b>The completion period shall be 09 months which will include detailed studies, online survey and preparation of street vending plan, Award of Contract to successful Contractor/Concessionaire, The Contract period shall commence within 07 days after the issue of work order.</b></p> <p>The interested Consultant/Company/Firm may download the RFP document from <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, During submission Consultant /Company/Firm shall submit Demand Draft <b>Rs 5,000/- (Rupees Five Thousand only)</b> in favour of Commissioner Municipal Council -----Payable at Jaipur/Project city of any Scheduled Nationalized Bank. The DD of Rs 5000/ shall be submitted physically <b>up to ..... at 15:00 Hrs.</b></p> <p>Bid Security of Rs -----/- (Rupees -----) in the form of Demand Draft/Bank Guarantee drawn in favour of Commissioner Municipal Council ----- Payable at Jaipur/project city of any Nationalized Bank shall be along with the proposal at the time of submission of proposal i.e. <b>up to .....at 15:00 Hrs.</b></p> <p>Proposals received without Cost of RFP document and Valid Bid Security in acceptable forms will be rejected.</p>	

**Eligibility Criteria:**

1. Applicant should be a firm/partnership firm/Private Limited Company/Public Limited Company Agency must have been in operation in India for at least 3 years after registration.
2. The Lead Consulting Agency must be a Partnership firm /Company /Society or any other Legal Entity recognised by Income Tax/Service Tax/Act. Joint Ventures/Associations (not more than 3) with a mix of required skills i.e. working with community groups and creating federations, on line survey through mobile application street vendors, preparation of I-Card, GIS mapping and MIS are encouraged to apply.
3. Average annual turnover for the last three financial years ending on 31<sup>st</sup> March 2014 should be Rs. **0.25 crore.**
4. The bidder should have experience of working with GoI/GoR/ULB/Public Sector Undertaking engaged in formation of following assignments in last 3 Years (28 days prior to date of submission of proposal):
  - i. Preparation of Slum Free City Plan of Action/City Development Plans/DPR for infrastructure works under IHSDP/UIDSSMT/RAY(minimum 2nos).
  - ii. Socio-economic on line survey, entering survey data in MIS software (**minimum 0.50 lakh entries**)

**Note:**

- i. Bidder must submit a Proof of registration of the legal entity.
- ii. Audited Balance Sheets of all the three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for average annual turnover shall be certified by a Chartered Accountant)
- iii. Bidder must submit copy of work orders and its completion certificates of assignments issued by GoI/GoR/ULB/Public Sector Undertaking.

**Marking provisions for Technical Evaluation:**

S.No	Criteria	Percentage Score (QCBS)
<b>1</b>	<b>Experience of undertaking following assignments</b>	<b>400</b>
1.1	<b>Preparation of Slum Free City Plan of Action/City Development Plans</b>	<b>100</b>
1.1.1	2 Projects	50
1.1.2	3- 5 Projects	60
1.1.3	6- 10 Projects	70
1.1.4	11–15 Projects	80
1.1.5	16–20 Projects	100
1.2	<b>Socio-economic Survey, entering survey data in MIS software</b>	<b>200</b>
1.2.1	1 lakh entries	50
1.2.2	1 to 1.5 lakh entries	100
1.2.3	1.5 lakh to 2 lakh entries	150
1.2.4	More than 2 lakh entries	200
1.3	<b>Average annual turnover</b>	<b>100</b>
1.3.1	0.50 crore	50
1.3.2	0.50-1.00 crore	65
1.3.3	1.00-2.00 crores	75
1.3.4	More than 2.00 crores	100
<b>2</b>	<b>Personnel (CVs)*</b>	<b>400</b>
	<b>TOTAL (1 + 2)</b>	<b>800</b>

The consultant who meet the minimum eligibility criteria shall after opening of financial bid be selected on Quality-cum-cost based (QCBS) with a weight age of 80% to quality & 20% to price bid (80:20)

**Calculation Formula:**

Supposing a tendered has got **A** marks in technical qualification and he has quoted **B** rate in financial bid and the lowest financial bid of that **particular package** is having **C** rate, then his overall marks calculation on 80:20 QCBS will be  $A \times 0.80 + (C/B) \times 100 \times 0.20$

The bidder, who meets the eligibility criteria mentioned in RFP, is evaluated to be most preferred bidder on the basis of quality shall be considered for award of contract for respective package.

S.No	Name of city	Urban Population (census 2011)	Likely nos of street vendors for estimation propose @2% of Pop	Likely estimated cost @ Rs 400 per vender (Rs in Lacs)	Bid Security @2% of cost (Rs in lacs)
1	Ajmer	542321	10846	43.38	0.86768
2	Udaipur	451100	9022	36.09	0.72176
3	Bharatpur	252838	5057	20.228	0.40456
4	Kishangrah	154886	3098	12.39	0.24784
5	Beawer	151152	3023	12.09	0.24184
6	Alwar	322568	6451	25.80	0.51608
7	Bhiwadi	104921	2098	8.39	0.16784
8	Banswara	101017	2020	8.08	0.1616
9	Banra	117992	2360	9.44	0.1888
10	Barmer	96225	1925	7.70	0.154
11	Bhilwara	359483	7190	28.76	0.5752
12	Bundi	104919	2098	8.39	0.16784
13	Chittorgarh	116406	2328	9.31	0.18624
14	Churu	120157	2403	9.61	0.19224
15	Sujangrah	101523	2030	8.12	0.1624
16	Dausa	85960	1719	6.88	0.13752
17	Dholpur	133075	2662	10.65	0.21296
18	Dungarpur	47706	954	3.82	0.07632
19	ShriGanganagar	237780	4756	19.02	0.38048
20	Hanumangrah	150958	3019	12.08	0.24152
21	Jaisalmer	65471	1309	5.24	0.10472
22	Jalore	54081	1082	4.33	0.08656
23	Jhalawar	66919	1338	5.35	0.10704
24	Jhunjhunu	118473	2369	9.48	0.18952
25	Karauli	82960	1659	6.64	0.13272
26	Hindon city	105452	2109	8.44	0.16872
27	Nagaur	105218	2104	8.42	0.16832
28	Makrana	111295	2226	8.90	0.17808
29	Pali	230075	4602	18.41	0.36816
30	Pratapgrah	42079	842	3.37	0.06736
31	Rajsamand	67798	1356	5.42	0.10848
32	Sawai Madhopur	121106	2422	9.69	0.19376
33	Gangapur city	119090	2382	9.53	0.19056
34	Sikar	244497	4890	19.56	0.3912
35	Sirohi	39229	785	3.14	0.0628
36	Tonk	165294	3306	13.22	0.26448

**Qualifying Standards for opening of Financial Bids:**

The bidder who secures minimum aggregate of 60% marks shall be qualified for opening the financial bids.

4 **Section 3: Bidding Forms**

**Appendix A**

**Technical Proposal (TECH-1)**

(On the Letterhead of the Bidder)

No. ....

Date...

To:

**Ref:**

**Dear Sir:**

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (*Name of Bidder*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of three months from \_\_\_\_\_ (*insert Proposal Due Date*).

*We also hereby agree and undertake as under:*

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

Yours faithfully,

For and on behalf of (Name of Bidder)  
Duly signed by the Authorized Signatory of the Bidder  
(Name, Title and Address of the Authorized Signatory)

**Appendix B**

**Details of Bidder  
(On the Letter Head of the Bidder)**

**i.**

- (a) Name of Bidder : \_\_\_\_\_
- (b) Address of the office(s) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (c) Telephone Number : \_\_\_\_\_
- (d) Registration No : \_\_\_\_\_

**ii.** Details of individual(s) who will serve as the point of contact / communication for with the Bidder:

- (a) Name : \_\_\_\_\_
- (b) Designation : \_\_\_\_\_
- (c) Company/Firm : \_\_\_\_\_
- (d) Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (e) Telephone number : \_\_\_\_\_
- (f) E-mail address : \_\_\_\_\_
- (g) Fax number : \_\_\_\_\_
- (h) Mobile number : \_\_\_\_\_

**iii.** Details of Bid Security : \_\_\_\_\_  
As per clause 9 A-d.

Yours faithfully,

For and on behalf of (Name of Bidder)  
Duly signed by the Authorized Signatory of the Bidder  
(Name, Title and Address of the Authorized Signatory)

**Format for Project Data Sheet**  
Form- I

**Profile of Technical Consultants (Indian)**

**Consultant /Company/ Partnership firm/Joint Venture/Consortium/associates consist of independent experience worked directly/indirectly** for the similar projects have the requisite experience of providing consultancy services for the similar projects in India.

<b>S. No.</b>	<b>Name</b>	<b>Organization</b>	<b>Qualification</b>	<b>Experience</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Detailed Cv's are to be provided as per the format given below:

### CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONALS

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Professional Qualification:
5. Date of Birth:
6. Years with Firm:
7. Nationality:
8. Membership in Professional Societies:
9. Employment Records:

10. Qualification: Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

11. Education:

12. Languages: Speaking Writing Reading English Hindi

**Format for Financial Proposal (FIN-1)**

**(On letter head of the bidder)**

To:

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for '-----' in accordance with your Request for Proposal dated..... and our Technical Proposal.

Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*1]. This amount is inclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

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 the Data Sheet.

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

We remain,

Yours sincerely,

Signature of Authorized Signatory of the Bidder

**Financial Proposal:**

**Name of ULB:-----**

S. No	Particular	Amount in INR *
1	<b>Providing consultancy services including online survey of street vendors and preparation of street vending plan in accordance to ToR completion in all respect.</b>	
	Amount in Words: Rupees .....	

*\*Note: The above is inclusive of all taxes but exclusive of service tax. Service tax will be borne by client at prevailing rates.*

(Signature of Authorized Signatory) Seal of Firm:

## Form of Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

RFP No.: *[insert number of Request for Proposals]*

To: *[insert complete name of Client (Procuring Entity)]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids (Proposals) must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the Bid Securing Declaration is to be executed.]* starting on the date that we receive a notification from the **Procuring Entity** that our Bid Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;

or

(b) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,

i. fail or refuse to execute the Contract Form, if required,

ii. fail or refuses to furnish the performance security, in accordance with the Instructions to Consultants (hereinafter “the ITC”),

iii. do not accept the correction of errors in accordance with the ITC, or

iv. breach any provision of the Code of Integrity specified in the ITC;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed:

*[insert signature of person whose name and capacity are shown]*

In the capacity of:

*[insert legal capacity of person signing the Bid-Securing Declaration]*

Name

*[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of

*[insert complete name of Bidder]*

Dated on day

## **Declaration by the Bidder in compliance of Section 7 of the Act Declaration by the Bidder**

In relation to my/our Proposal submitted to .....(the Client) for procurement of ..... in response to their Request for Proposals No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that;

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

**Date: Signature of bidder**

**Place : Name**

**Designation:**

**Address:**

## 5 Section 4: Terms of Reference (ToR)

### Back Ground:

Ministry of Housing & Urban Poverty Alleviation has issued guidelines Support to Urban Street Vendors (SUSV) under National Urban Livelihoods Mission (NULM) National Urban Livelihoods Mission (NULM) seeks to address the concerns of urban street vendors by facilitating access to suitable spaces for vending, institutional credit, improved skills and social security linkages.

Street Vendors form a very important segment of the unorganized sector in the country. Low levels of education and skills, limited access to formal credit and micro enterprise support constrain street vendors' ability to access emerging market opportunities. On account of being un-organized and self-employed, street vendors and their families often lack in any linkage to social security, welfare and assistance schemes and initiatives of the Government. National Urban Livelihoods Mission (NULM) seeks to address the concerns of urban street vendors by facilitating access to suitable spaces for vending, institutional credit, improved skills and social security linkages.

Street vending is not only a source of self-employment to the poor in cities and towns but also a means to provide “affordable” as well as “convenient” services to a majority of the urban population. With this background, the aim of this exercise is to support ULBs in preparing the Street Vending Plan (SVP) for concerned City.

### Objectives

The objective of the component is to address the vulnerabilities of the urban street vendors, this includes:

- i. Survey of street vendors and issue of Identity Cards
- ii. Development of city street vending plans
- iii. Infrastructure development of vending zones in the city
- iv. Training and Skill Development
- v. Financial Inclusion
- vi. Access to credit
- vii. Linkages to social security schemes

### Identifying the street vendors

The first and foremost task is to identify the street vendors. Street vendors in ULBs area has to be identified and estimated and numbered at ground level for Biometric process. The vendor has to be divided into three categories:

1. Stationary
2. Peripatetic
3. Mobile.

Once the vendor list is finalized, the following tasks have to be undertaken:

1. Identifying the places for time sharing basis vending zones at a place after closing of market for main trade (Night –Bazaars).
2. Identification of weekend markets zones.
3. Identifying the street vending markets/outlets along-with the capacity of street vendors. Identification and describe the procedure of allotment of sufficient space for temporary ‘Vendors’ Markets’(e.g. Weekly Haats, Rehri Markets , Night Bazaars, Festival Bazaars, Food Street Marts etc.)

## **Components**

### **1. Survey and Issue of Identity Cards**

Under this sub-component, for conduct of survey for identification and enlisting of street vendors. The survey should preferably be conducted on a whole city basis covering one area (ward/ zone/ specified part of city) at a time, the survey must include:

- Name
- Name of parents
- Permanent Address
- Present Address
- Identity proof (if any)
- Telephone number (if any)
- Place of vending
- Type of vending activity
- Time/Duration of engagement as a vendor
- Details of family members
- If identified as beneficiary/poor for any of the government schemes

During the survey, the original documents pertaining to present/permanent address proof, especially in the case of migratory population may also be verified so that the Identity Cards issued to the surveyed street vendors can act as sufficient documentation for opening of their bank accounts, getting loans from banks, accessing social security benefits, etc.

## **GIS Base mapping and Surveys**

GIS mapping has to be undertaken at two levels namely:

- 1. City level mapping,**
- 2. and vendor level mapping.**

**City level mapping:** The geo-referenced base map of the city shall serve as a foundation for preparing Street Vending Plan where all other thematic maps may be overlaid for spatial analysis. Thus, it shall aid Planners in preparing Vendor Plan. City level GIS mapping has to be done with the help of latest satellite imagery. For that purpose, Procurement of **Cartosat II** / Quick Bird / World View satellite image from the National Remote Sensing Agency (NRSC) or any other authorized Agency for the project area has to be purchased by the Consultant and it shall be reimbursed by the client.

**The following layers have to be created in city level mapping:**

1. City/Municipal and ward boundaries
2. Vendors/vendor zones will be captured using GPS equipment
3. All water bodies, viz., Stream, creeks, tanks, etc
4. Roads with classification as Arterial /Sub arterial /Slum roads etc
5. Railroads, Other landmarks such as temples, mosques, church etc.

**Vendor location level mapping:** The delineation of vendor zonal boundaries has to be done with the full involvement of the vendors and its association, if any. The delineation of boundary will be done in ARC-GIS with the help of GPS co-ordinates captured for all the vendors.

**Capturing biometric identity of Street vendors:** The following steps have to be followed for capturing bio-metric identity of the vendors:

1. Developing and implementation of user interface to capture biometric identity data
2. Installation or deployment of user interface software in laptops to capture biometric identity data
3. Store biometric data into database in appropriate format
4. Check and validate stored biometric data.

**Vendor census survey:** Vendor census survey has to be carried out with a survey format finalised in consultation with Municipal Council and it has to be carried out with a trained enumerators in a digital format i.e. survey data directly captured in the MIS Software which has to be developed by the consultant for this purpose.

**Preparing de-duplication software:** In order to avoid duplication, consultants have to develop de-duplication software and the steps have to be followed are as listed below:

1. Developing and Implementation of de-duplication software to verify captured biometric data using **Neuro** technology or ISO formats.
2. Generate a report for duplicated (bulk) biometric data
3. Allow duplication verification process while capturing biometric data at the later stage.

Identity Cards to be issued to all the surveyed/identified street vendors. A data base of all street vendors will be maintained by the ULB. Since the vendors are mobile, the software should be able to track (based on either present/permanent address or any other criteria) whether the vendor has already been covered and issued an Identity Card.

**Preparing biometric ID cards for Street vendors:** Each vendor surveyed has to be given Bio-metric cards and the steps followed are listed as below:

1. Format collective biometric data (with finger prints, family photo) for ID cards to print (current & future prints)
2. Verify the correctness of formatted biometric data
3. Print Street Vendor ID biometric cards

Such identity cards & license has to be given to the street vendors after approval & in the manner prescribed by the Competent Authority (Street vending Committee/organisation).

## 2. Preparation of City Street Vending Plan

Under this sub-component, for preparation of City Street Vending Plan contain the following:

- i. profile of street vending trades and activities;
- ii. spatial distribution of street vending activities;
- iii. earmarking of space or area for vending zones;
- iv. determination of vending zones as restriction- free vending zones, restricted vending zones and no-vending zones;
- v. estimates of holding capacity of vending zones, which is the maximum number of street vendors who can be accommodated in any vending zone;
- vi. understanding of key challenges, constraints and issues relating to street vending; and
- vii. Possible solutions and potential street vending areas.

The Street Vending Plan will also take into account the natural markets where sellers and buyers naturally congregate for the sale and purchase of products and services. The Plan will be developed after consultations with Street Vendor's representatives and other relevant stakeholders.

While preparing the Street Vending Plan, in coordination with the city police, traffic police, planning authority and other local agencies should also devise and promote vendor friendly policies, solutions and strategies to accommodate and facilitate street vending in a manner that is conducive to street vendors and the public at large. This may include policies for traffic management and regulation on market days or at certain times of the day, arrangements for lighting, water, sanitation and waste disposal in street vendor market areas. The ULB may coordinate with planning authorities to develop pro-vending norms and stipulation of vending spaces in new or refurbished roads, markets, office and residential complexes and other public spaces and public infrastructure. This will ensure greater acceptability of Street Vending Plans among the stakeholders.

**Management Information System:** Street vending Plan has to suggest methods of Monitoring system using MIS software. For such purpose, software has to be developed for monitoring after implementation of the street vending Plan to monitor the entire allotment, registration and the whole above process. This MIS software has to be developed in consultation with the Municipal Council. Provision of web base survey for review and monitoring of Survey (for 1 year) should be taken.

### Outputs and Deliverables

The following outputs are expected to be delivered in stages in 6 months

S.No	Deliverable	Duration (In Months)
1.	Submission of inception report	Two months
2.	Vendor Identification, Bio-metric survey, capturing photograph, vendor census survey and GIS mapping of the existing Vendors	Two months
3.	Draft Street Vending Plan	One month

4.	Final Street Vending Plan (Approved by Concerned Municipal Council )	One month
	<b>Total Duration ( in months)</b>	<b>Six months</b>

*Note: Above given Time schedule shall be strictly adhered to. In case of any delay, Commissioner, Municipal Council may consider time extension on the merits otherwise a penalty for delay as per prevailing rules shall be levied.*

#### Experts and Inputs

S.No	Expert Title	Qualifications and skills	Experience	Marks
1.	Team Leader/ Urban Planning & Development Specialist	<ul style="list-style-type: none"> <li>➤ Masters or equivalent in planning/engineering/economics/other relevant disciplines</li> <li>➤ Sound knowledge of urban development issues</li> </ul>	Sector experience of more than 10 yrs and experience of project management of similar projects of at least 5 years	150
2.	MIS expert	<ul style="list-style-type: none"> <li>➤ Degree in Computer Science/MCA</li> <li>➤ Expertise in statistical analysis and software development/ MIS applications</li> </ul>	At least 10 years experience	100
3.	Social Development Specialist	<ul style="list-style-type: none"> <li>➤ Degree or equivalent in social development disciplines</li> <li>➤ Sound understanding on issues of urban poor</li> </ul>	At least 8 years working experience with urban poor and community development	50
4.	GIS expert	<ul style="list-style-type: none"> <li>➤ Masters or equivalent degree in Geo-informatics</li> <li>➤ Knowledge and experience in GIS mapping</li> </ul>	At least 5 years experience	50
5.	Municipal Engineer/ infrastructure specialist	<ul style="list-style-type: none"> <li>➤ Degree in Civil Engineering</li> <li>➤ Sound knowledge of municipal services network, design norms, contracting</li> </ul>	At least 5 years experience in municipal engineering.	50

*Note: The persons who are CVs are proposed in the bid shall not be allowed to change. **Package wise separate team should be engaged for assignment.***

#### Working arrangements:

The State Government shall have overall responsibility for:

- i. Providing overall direction.
- ii. Establishing mechanisms for sanction of project proposals.
- iii. Establishing mechanisms for monitoring and supervision of implementation.
- iv. Establishing mechanisms for progress reporting.

The State Urban Livelihoods Mission (SULM) will be the nodal agency responsible for overall implementation of the component. At the city level, the responsibility for implementation will rest with the Urban Local Body (ULB).

The implementation would also require coordination between several authorities including Urban Local Bodies, Development Authorities and Town Planning Agencies, Land and Revenue Departments and District Collector offices. This coordination will be ensured by the State Government and the ULB.

The ULB will consult and coordinate with the planning authority, which could be an Urban Development Authority or any other authority in a city or town responsible for regulating land use in the city. The role of the town planning authority in the implementation of the scheme will include preparation and notification of pro-vending land use plans, and for providing land and development approval for vendors' markets.

Other agencies such as the Revenue Department, the Police Department and Public Health and Engineering Department may be required to provide support and assistance to the local authority to facilitate the implementation of the component.

**Municipal Council will:**

- a. Designate an "Officer-in-charge" responsible for management and coordination of consultants.
- b. Constitute multi-stakeholder City Level Street Vending Committee.
- b. As a part of this Council will nominate officers from relevant sections of the agency to participate in the process of stakeholder consultation and SVP preparation.
- c. Provide the Consultant with existing maps (as available with it) and data on Council and service delivery.
- d. Provide the Consultant with necessary authorisation to procure information from line departments.

**Consultant will be responsible to:**

- a. Arrange its own office space and equipment, surveys
- b. Arrange for all transportation and travelling required
- c. Arrange its own translations, communication, data processing, and printing equipment and necessary stationeries
- d. Work closely with the officer-In-charge and the Council in accordance to terms and conditions of the request to proposal.

**Payment Schedule**

S.No	Deliverable	Percentage of payment
1.	Submission of inception report	10% of the total fees
2.	Vendor Identification, Bio-metric survey, capturing photograph, vendor census survey and GIS mapping of the existing Vendors	40% of the total fees
3.	Draft Street Vending Plan	20% of the total fees
4.	Final Street Vending Plan (Approved by Concerned Municipal Council )	20% of the total fees
5.	Provision of web base survey for review and monitoring of Survey (for 1 year)	10% of the total fees

**Payment:**

In consideration of the services performed by the Consultant under this Contract as specified in **ToR**, the Client shall make to the Consultant such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. Consultant shall submit the report its record to concerned Municipal Council. After verification of the concerned designated Officials of Municipal Council payment shall be made by concerned Council from funds available under NULM for this component.

**Compensation for delay:**

In case any work remains unexecuted as on date of completion of work and the delay is at the part of the firm, compensation shall be applicable as per RTPP Act 2012 & Rules 2013.

## 6 Section 5: Contract Forms

### 1. Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

#### **Contract for Consultancy Services**

Between

[Name of the Client]

And

[Name of the Consultant]

Dated:

#### **CONTRACT AGREEMENT**

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day number] day of the month of [month], [year], between, on the one hand, [name of Client (Procuring Entity)] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS:

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (herein after called the “Services”)

(b) The Consultant, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Work Order  
Letter of Award (LoA)  
SECTION 1: INSTRUCTIONS TO CONSULTANTS  
SECTION 2: BID DATA SHEET  
SECTION 3: BIDDING FORMS  
SECTION 4: TERMS OF REFERENCE  
LETTER OF INVITATION

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

(c) The work shall commence on .....and be completed within a period of .....days/ months.

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

Witness 1  
CONSULTANT ...  
Witness 2

FOR AND ON BEHALF OF THE  
(Name)  
(Designation)  
(Address)

Witness 1  
Entity)  
Witness 2

FOR AND ON BEHALF OF THE CLIENT  
(On behalf of Governor of Rajasthan/ Procuring  
(Name)  
(Designation)  
Address

[Note: If the Consultant consists of more than one entity, all these entities Should appear as signatories]

## 2. Performance Security

### Performance Security

*(To be given by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)*

**Date: Contract Name and No.:** \_\_\_\_\_

WHEREAS (hereinafter “the Consultant”) has undertaken, pursuant to Contract No. dated, to provide consultancy services (hereinafter “the Contract”).

AND WHERE AS it has been stipulated by you in the aforementioned Contract that the Consultant shall furnish you with a Security issued by a reputable guarantor for the sum specified therein as Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHERE AS the undersigned, legally domiciled in, (hereinafter “the Guarantor”), have agreed to give the Supplier a Security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Consultant, up to a total of and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Security is valid until the..... day of.....,

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Security for and on behalf of.....

Date.....

Bank’s Seal.....

### 3. Performance Security Declaration

#### Performance Security Declaration

Date: [insert date (as day, month and year)]

Contract Name and No.: [insert name and number of Contract]

To: [insert complete name of Procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract [insert name of subject matter of procurement].

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare abider ineligible to be awarded a Contract if the performance Security Declaration is to be executed.] starting on the date that we receive a notification from you, the [Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract, We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including warranty/Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed:.....

[insert signature of person whose name and capacity are shown]

In the capacity of: \_\_\_\_\_

[insert legal capacity of person signing the Performance Security Declaration]

Name: \_\_\_\_\_

[insert complete name of person signing the Performance Security Declaration]

Duly authorized to sign the Performance Security Declaration for and on behalf

of: \_\_\_\_\_ [insert complete name of

Consultant]

Dated on day of \_\_, \_\_

[Insert date of signing]

Corporate Seal \_\_\_\_\_

**4. Advance Payment Guarantee**

*(to be given by a Scheduled Bank in India or other Issuer acceptable by Procuring Entity)*

**Bank's Name and Address of the Issuing Branch or office**

Beneficiary *[Name and address of the Procuring Entity (Client)]*

**Date: Advance Payment Guarantee No. :**

We have been informed that *[Name of the Consultant]* (Hereinafter called "the Consultant") has entered into Contract No *[reference number of the Contract]*, dated .with you, for providing *[Name of the contract and brief description of Services]* (herein after called "the Contract"). Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum *[name of the currency and amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we *[Name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant used the advance payment for purposes other than the costs of mobilization in respect of the Services required and/ or because complete recovery of amount of the advance payment could not be made. It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant in its account number *[Consultant's account number]* at *[name and address of the Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that the Consultant has made full repayment of the advance payment, or on the day of, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Name.....

In the capacity of.....

Signed.....

Duly authorized to sign the Security for and on behalf of.....

Date.....

Bank's Seal.....