

कार्यालय नगर निगम ग्रेटर जयपुर

(पण्डित दीनदयाल उपाध्याय भवन, लालकोठी, टोंक रोड जयपुर-15)

क्रमांकः एफ4() आई.टी./ननिग्रेज/2023/२८८

दिनांकः

12-12-23

ई-निविदा सूचना संख्या 07/2023-24

 वर्ष 1952 से 2010 तक एवं 2014 के 9 माह का जन्म-मृत्यु रिजस्ट्रेशन को पहचान पोर्टल पर अपडेट करने हेतु निविदा।

2. निविदा दाता (निविदा हेतु अधिकृत हस्ताक्षरकर्ता) को निविदा शुल्क, अमानता राशि तथा आर.आई.एस.एल. प्रोसेसिंग शुल्क नगर निगम जयपुर की वेबसाईट <u>www.jaipurmc.org</u> पर ऑन—लाईन Submission Date and Time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्कैन <u>www.eproc.rajasthan.gov.in</u> पर अपलोड करने पर ही निविदा को मान्य किया जायेगा।

3. निर्धारित दिनांक एवं समय पर निविदा शुल्क, तथा प्रोसेसिंग शुल्क जमा नहीं होने पर निविदा पर विचार नहीं किया

जायेगा।

 बोली प्रतिभूति राशि के लिये वित्त विभाग के अनुसार निर्धारित प्रारूप में 50 रूपये के स्टाम्प पर बिंड सेक्यूरिटी डिक्लेरेशन प्रमाण पत्र प्रस्तुत करना होगा।

5. निविदादाता द्वारा एनेक्सचर A,B,C,D,E,F को स्वयं हस्ताक्षर कर स्कैन करके <u>www.eproc.rajasthan.gov.in</u> पर अपलोड करने पर ही निविदा को मान्य किया जायेगा।

- 6. सर्वप्रथम तकनीकी निविदा खोली जायेगी। तकनीकी निविदा में सफल पाए गए निविदादाताओं की ही वित्तीय निविदा खोली जावेगी। अतः निविदादाताओं को सलाह दी जाती है कि वे तकनीकी निविदा, निविदा की शर्तों के अनुसार ही भरें।
- 7. ऑन—लाईन बिडिंग प्रोसेस हेतु निविदा दाता द्वारा डिजिटल सिग्नेचर सर्टिफिकेट (DSC) (टाइप III) जैसा की आइ. टी. एक्ट 2008 से प्रावधित है जो ECA द्वारा प्राधिकृत एजेन्सी ie, TCS, Safecrypt, Node आदि संस्थाओं द्वारा उपलब्ध करवाया जा सकता है प्राप्त किया जावे।

8. किसी भी कारण से निर्धारित समय पर ऑन—लाईन बिड प्रस्तुत नहीं होने पर विभाग जिम्मेदार नहीं है अतः निर्धारित समय से पूर्व ही निविदा ऑन—लाईन कार्य सम्पादित कर लिया जावें।

9. निविदा दाता को RTPP अधिनियम 2012 एवं RTPP नियम 2013 की शर्तो का पालन करना होगा।

10. सेवा एजेन्सी द्वारा उक्त कार्य हेतु कम्प्यूटर में दक्ष कुशल ऑपरेटर्स को लगाना होगा जो टाईपिंग (मंगल फोन्ट) में कृशल हों साथ ही अवयस्क व्यक्तियों को कार्य पर नहीं लगाया जायेगा।

11. निविदा में भाग लेने वाली एजेन्सी पिछले पाँच वर्षों के दौरान राज्य सरकार के किसी भी विभाग द्वारा ब्लैकलिस्टेड

नहीं होनी चाहिए।

12. निविदा पर लगे श्रमिकों की किसी भी कारण मृत्यु हो जाती है या अन्य किसी भी रूप में दुर्घटना/घायल/अपंग हो जाता है तो उसकी समस्त जिम्मेदारी एवं क्षतिपूर्ति/मुआवजा आदि देने का भार सेवा एजेन्सी द्वारा वहन किया जावेगा। इसके लिए इस कार्यालय द्वारा कोई भार वहन नहीं किया जायेगा।

13. उक्त कार्य का भुगतान आर्थिक एवं सांख्यिकी निदेशालय द्वारा उनके आदेश क्रमांक 532 दिनांक 14.11.2019 के तहत प्रक्रिया अनुसार किया जायेगा।

14. निविदा स्वीकृत होने पर सात दिवस के अन्दर—अन्दर निविदा दाता को 500/— रूपये के स्टाम्प पर अनुबन्ध करना

15. किसी भी प्रकार की क्षितिपूर्ति / दण्ड की राशि सेवा एजेन्सी का देय किसी भी प्रकार के भुगतान अथवा अमानता राशि में से वसूल करने का अधिकार नगर निगम ग्रेटर जयपुर का होगा।

16. सेवा आपूर्ति संस्था के स्तर पर उपलब्ध कराये गये व्यक्तियों का चाल—चलन अच्छा होना चाहिए एवं उनके संबंध में सेवा एजेन्सी की पूर्ण जिम्मेदारी होगी।

17. निविदादाता वाणिज्य कर विभाग राजस्थान में रिजस्टर्ड एवं GST नम्बर धारक होना चाहिए। निविदादाता के पास PAN कार्ड होना चाहिए।

18. उक्त कार्य नगर निगम ग्रेटर जयपुर परिसर में ही पूर्ण करना होगा। कम्प्यूटर यूनिट स्थापित करने के लिए स्थान एवं बिजली व नेटवर्क की फिटिंग की व्यवस्था नगर निगम स्तर पर की जावेगी। कार्य प्रारम्भ से कार्य समाप्ति तक निविदादाता द्वारा ही कन्ज्यूमेबल आईटम (टोनर, स्टेशनरी आदि) स्वयं को लाने होगे।

> र्शिकर के अपनि स्मान के अपनि स्मान के इस्ति

- 19. यदि उपकरणों की चोरी या किसी अन्य प्रकार का नुकसान होता है तो उसकी जिम्मेदारी सम्बन्धित विभाग की नहीं होगी। अतः यदि निविदाकार चाहे तो उपकरणों का बीमा करवा सकता है।
- 20. समस्त विधि कार्यवाही यदि संस्थित किया जाना आवश्यक हो तो किसी भी प्रकार पक्षकार (नगर निगम ग्रेटर जयपुर व ठेकेदार) द्वारा जयपुर में स्थित न्यायालयों में ही पेश की जाएगी, अन्य स्थान पर पेश नहीं की जाएगी।
- 21. कार्य सन्तोषप्रद नहीं होने अथवा कार्य नहीं करने की स्थित में अमानता राशि जब्त की जा सकती है और कार्य सन्तोषप्रद होने की स्थिति में ही रिफण्डेबल होगी।
- 22. चयनित फर्म को जारी कार्यादेश दिनांक से अधिकतम 7 दिवस की अवधि में कार्य आरम्भ किया जायेगा।
- 23. कार्य सम्पादन प्रतिभूति की रकम प्रदाय आदेश की रकम की 2.5 प्रतिशत या जैसा कि निविदा दस्तावेज में विनिर्दिष्ट की जाए होगी।
- 24. केन्द्र सरकार व राज्य सरकार के समय-समय पर जारी नियमों व परिपत्रों की पालना करनी होगी।
- 25. निविदाकर्ता फर्म का गत तीन (3) वर्ष का औसत वार्षिक टर्नऑवर (केवल कम्प्यूटर से संबंधित कार्य के लिए) 10 लाख अथवा सकल तीन (3) वर्ष का कुल 30 लाख जिसमें किसी वर्ष का 10 लाख हो एवं 15 कम्प्यूटर मय ऑपरेटर उपलब्ध कराने के कार्य आदेश व वर्क कम्पलीशन सर्टिफिकेट आवश्यक है।
- 26. सन्तोषप्रद रूप से कार्य सम्पन्न किये जाने पर रिजस्ट्रार जम्न-मृत्यु द्वारा पूर्ण किये गये कार्य का प्रमाणिकरण करवाकर बिल भुगतान हेतु एनालिस्ट कम प्रोग्रामर के सम्मुख प्रस्तुत करना होगा तत्पश्चात् प्रमाणिकरण के आधार पर एनालिस्ट कम प्रोग्रामर द्वारा बिल प्रस्तुत करने पर बिल भुगतान चैक/आर.टी.जी.एस. से किया जायेगा तथा वसूलियां यदि कोई हो तो उन्हें प्रभावित किया जावेगा।
- 27. संस्था पूर्व में डिफॉल्टर एवं दिवालिया नहीं हो।
- 28. सशर्त निविदा मान्य नहीं होगी, जो स्वतः ही निरस्त मानी जावेगी।
- 29. पहचान पोर्टल पर कार्य प्रारम्भ करने के पश्चात् कार्य अधिकतम 10 माह में पूर्ण करना होगा। कार्य निश्चित अवधि में नहीं होने पर शेष रहे रिकॉर्ड अगले 1 माह में पूरा करने पर 10 प्रतिशत प्रति रिकॉर्ड की दर से कटौती की जावेगी, 2 माह में पूरा करने पर 20 प्रतिशत प्रति रिकॉर्ड की दर से की कटौती की जावेगी। अगले 2 माह में भी कार्य पूरा नहीं होने पर संवेदक की Risk and Cost पर कार्य करवाकर संवेदक से वसूली की जायेगी।

Scope of Work:-

- ✓ Birth-Death old registration entry from 1952 to 2014 in Pehchan Portal (pehchan.raj.nic.in)
- ✓ Required documents scan work
- ✓ After registration Print check list
- ✓ Check list checked with Physical data
- ✓ Correction of data according check list
- ✓ Final verification to pehchan portal

मैंने उक्त शर्तो (1 से 29) का अच्छी तरह अध्ययन कर लिया है। मुझे / हमें यह भी स्वीकार्य है कि नगर निगम ग्रेटर जयपुर का निर्णय हमारे लिये सर्वोपरी होगा।

निविदा दाता के हस्ताक्षर :
नाम व पता :





कार्यालय नगर निगम ग्रेटर जयपुर

(पण्डित दीनदयाल उपाध्याय भवन, लालकोठी, टोंक रोड जयपुर-15)

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दिनांक: 12-12-23

तकनीकी ई-निविदा सूचना संख्या 07/2023-24

1.	वर्ष 1952 से 2010 तक एवं 2014 के 9 माह का जन्म-मृत्यु रिजस्ट्रेशन को पहचान पोर्टल पर अपडेट करने हेतु
2.	निविदा प्रस्तुत करने वाली फर्म/सेवा एजेन्सी का नाम :
3.	निविदा प्रस्तुत करने वाली फर्म/सेवा एजेन्सी का पता :
4.	
5.	हम कार्यालय हाजा द्वारा जारी निविदा सूचना सं
6.	सेवा प्रदाता ऐजेन्सी से सम्बन्धित तकनीकी योग्यता सम्बन्धी विवरण :- (कृपया प्रत्येक हेतु आवश्यक <u>प्रपत्र / प्रमाण</u> पत्र अनिवार्यतः संलग्न करें।)

क्र. सं.	विवरण	रजिस्ट्रेशन संख्या	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1.	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970				
2.	कर्मचारी भविष्य निधि अधिनियम 1952				
3.	कर्मचारी राज्य बीमा अधिनियम 1948				
4.	वस्तु एवं सेवा कर (GST)				
5.	आयकर (Pan No.)				
6.	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 अथवा इण्डियन पार्टनरशिप एक्ट 1932 के अंतर्गत अथवा इण्डियन एक्ट 1956 के अंतर्गत				

गत तीन (3) वर्ष का औसत वार्षिक टर्नऑवर (केवल कम्प्यूटर से संबंधित कार्य के लिए) 10 लाख अथवा सकल तीन (3) वर्ष का कुल 30 लाख जिसमें किसी वर्ष का 10 लाख हो सनदी लेखाकार से प्रमाणित स्टेटमेन्ट ऑफ अफेयर्स/बैलेन्स शीट एवं 15 कम्प्यूटर मय ऑपरेटर उपलब्ध कराने के कार्य आदेश आवश्यक है।

2. हस्ताक्षरित बिड डाक्यूमेन्ट एवं सैल्फ डिक्लियरेशन।(संलग्न सूची "ब")

 हस्ताक्षारत । बंड डाक्यूनन्ट एवं सल्य । डाक्यवरसमा (संलग्न पूर्वा च)
 सैल्फ डिक्लियरेशन की आपकी फर्म राज्य सरकार के किसी भी विभाग द्वारा बलैकलिस्टेड नहीं है, दिवालीया नहीं है एवं डिफाल्टर नहीं है।

निविदादाता के हस्ताक्षर मय मोहर

प्रतियो विवास स्थाप



कार्यालय नगर निगम ग्रेटर जयपुर (पण्डत दीनदयाल उपाध्याय मवन, लालकोठी, टॉक रोड जयपुर-15)

क्रमांकः एफ4() आई.टी./ननिग्रेज/2023/२६६

दिनांक: 12-12-23

अनुसूची "ब" योग्यता के सम्बन्ध में निविदादाता द्वारा घोषणा

		रिदाशता आधानयम, 2012 का धारा 7 के अन्तगर			
मेरी	/हमारी निविदा के सम्बन्ध में जो कि प्र	स्तुत है			
उप	ापन हेतु आपके निविदा आमंत्रित सूचना क्रम	नांक दिनांक व			
क्रम	न में घोषणा करता हूँ / करते हैं कि :-				
1.		प्रबन्धकीय स्त्रोत तथा उपापन संस्था द्वारा किये गर गा यथास्थिति, निविदा लगाने वाले के रजिस्ट्रीकरण ग,			
2.	ऐसे करों को संदत्त करने की, जो निविदा व के रजिस्ट्रीकरण दस्तावेजों में विनिर्दिस्ट वि यथास्थिति, किसी स्थानीय प्राधिकारी को संवे	रस्तावेजों, पूर्व—अर्हता दस्तावेजों या निविदा लगाने वार्त क्ये गये अनुसार केन्द्र सरकार या राज्य सरकार य त्य हैं, अपनी बाध्यता की पूर्ति करेगा,			
3.	न्यायालय या किसी न्याधिक अधिकारी द्वा	नहीं होगा या परिसमापन नहीं कर रहा होगा, न किसी रा प्रशासित कार्यकलाप रखेगा, न अपने कारबार व कारणों में से किसी के लिए भी विधिक कार्यवाहियों व			
	अपने वृत्तिक आचरण चा उपापन प्रक्रिया के प्रारम्भ के पूर्ववर्ती तीन वर्ष की किसी कालाविध व भीतर काई उपापन संविदा किये जाने के लिए अपनी अर्हताओं के बारे में मिथ्या कथन करने य दुर्व्यपदेशन सम्बन्धी किसी दांडिक अपराध के सम्बन्ध में न तो स्वयं, और न उनके निदेशक औ अधिकरी दोषसिद्ध हुए हैं, या विवर्जन कार्यवाहियों के अनुसरण में अन्यथा निरर्हित हुए हैं,				
	और विनिर्दिष्ट किये जायें, के प्रति कोई विरे से प्रभावित करे,	वेदा लगाने वाले के रजिस्ट्रीकरण दस्तावेजों में विहिल् हिं नहीं रखेगा, जो उचित प्रतियोगिता को तात्विक रू			
6.	कोई भी अन्य अर्हताएँ, जो विहित की जायें,	पूर्ण करेगा।			
	दिनांक :	निविदादाता के हस्ताक्षर			
	स्थान :	निविदादाता का नाम :			
		पद :			
		पता :			

Annexure A: Compliance with the code of Integrity and No Conflict of Interest.

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any correction including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to;
- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purpose of the Bid; or
- d. Have the relationship with each other, directly or through common third parties, that puts them in a position to have access have to information about or influence on the bid of another Bidder, or influence the decision of the procuring Entity regarding the bidding process; or
- e. The bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the Goods, Works or Service that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.

प्रमाणी (उपानिकेशन) स्माणी (उपानिकेशन)

Annexure B: Declaration by the Bidder regarding Qualifications Declaration by the Bidder

In relation to my/our Bid submitted to	for procurement of	in
response to their Notice Inviting Bids No	Dated	I/We hereby declare
under Section 7 of Rajasthan Transparency in	Public Procurement Act, 2012, that	

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Biding 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 specification in the Bidding Document;

3. I/We have are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceeding 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 conducted or the making of false statement 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 proceeding;

5. I/We do not have a conflict of interest as specification in the Act, Rules and the bidding

Document, which material affects fair competition;

Date: Place: Signature of bidder Name: Designation:

Address:

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Annexure C: Grievance Redressal during Procurement Process

The designation and the address of the first Appellate Authority is Commissioner NNGJ

(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 the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Providing that after the declaration of a Bidder as successful the appeal may be filled only by a Bidder who has participated in procurement proceeding:

Providing 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 filled 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 Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidder Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

(a) Determination of need of procurement;

- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;

(d) Cancellation of a procurement process;

(e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for Filling Appeal

- (a) Fee for first appeal shall be 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.

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(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 issued notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date of fix 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.

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FORMNo.1 [See rule 83]

Befor	e the	[First / Second Appellate Authority]			
1.	Partici (i)	ticulars of appellant: Name of the appellant:			
	(ii)	Official address, if any:			
	(iii)	Residential address:			
2.	Name	me and address of the respondent(s):			
	(i)				
	(ii)				
	(iii)				
3.4.	Number and date of the order appealed against and name and designation of to officer/authority who passed the order (enclose copy), or a statement of a decision, action omission of the Procuring Entity in contravention to the provisions of the Act by which to appellant is aggrieved: If the Appellant proposes to be represented by a representative, the name and postal address the representative:				
5.		nber of affidavits and documents enclosed with the appeal:			
6.	Groun				
	appea	eal:			
		(supported by an affidavit)			
7.	Praye	yer:			
Place	-	Appellant's Signature			

क्षेत्रक व सम्बद्धिक । एकोपी (उपनितेसक)

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to very Quantities.

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit price or other terms & conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fail to do so, the Procurement Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

As a general rule all the quantities of the subject matter of procurement shall be procured fro the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject

matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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Annexure E

Clause 1: Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the work as revised from lime to time by the Government, but the Government shall not be liable lo pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.
 - Explanation: "Fair Wage" means minimum wages for time or piece work, fixed revised, by the Stale Government under the Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages lo labourers indirectly engaged on the work, including any labour engaged by his sub-con tractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard lo payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated lo be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-à-Vis the Municipal Corporation Jaipur, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice lo his right to claim indemnity from his subcontractors,
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

- The Contractor shall engage the technical staff, as follows, on the contract works:-
- (a) For works costing Rs. 100 lac and above- One Graduate Engineer.
- (b) For works costing between Rs. 50 lac to Rs. 100 lac- One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified diploma holder.
 - The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions

Tender form 03-01-14

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Clause 3:

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

Clause 4: Safety Code

The Contractor shall follow the safety code of electricity Strictly.

Clause 5:

Near Relatives barred from tendering

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

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

Clause 6: Retired Gazetted Officers barred for 2 years

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

Clause 7: Quality Control

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

Clause 8:

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

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

Clause 9: Death of Contractor

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

Clause 10 : Force Majeure

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

Clause 11: General Discrepancies and errors:

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

Clause 12 : Post payment Audit & Technical Examination:

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

Clause 13: Check Measurements:

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

Clause 14: Check Measurements:

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

Clause 15: Recovery from Contractors:

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

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

Clause 16: Jurisdiction of Court:

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

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Tender form 03-01-14

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Annexure F: Form of Bid-Securing Declaration

Date:
Bid No.:
Alternative No.:
To,:
We, the undersigned, declare that:
We understand that, according to your conditions, bids must be supported by a Bid-securing
Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-
(a) when we withdraw of modify our bid after opening of bids;
(b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
(c) when we fail to commence the supply of the goods or service or execute work as per
supply/work order within the time specified;
(d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
(e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.
In addition to above, the State Government shall debar us from participating in any procurement
process undertaken for period not exceeding three years in case where the entire bid security or any part
thereof is required to be forfeited by procuring entity.
We understand this Bid Securing Declaration shall expire if:-
(i) we are not the successful Bidder;
(ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
(iii) Thirty days after the expiration of our Bid.
(iv) the cancellation of the procurement process; or
(v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents
stipulate that no such withdrawal is permitted.
Signed:
Name:
In the capacity of:
Duly authorized to sing the bid for and on behalf of:
Dated on day of
Corporate Seal

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid].

वेशव की जिल्हा समिति (डपॉनिक्शक)



कार्यालय नगर निगम ग्रेटर जयपुर

(पण्डित दीनदयाल उपाध्याय भवन, लालकोठी, टोंक रोड जयपुर-15)

क्रमांकः एफ4() आई.टी./ननिग्रेज/2023/288

दिनांक: 12-12-23

वित्तीय- बोली (BOQ)

Name of Work- जन्म-मृत्यु रजिस्ट्रेशन को पहचान पोर्टल पर अपडेट करने हेतु

क्र. सं.	कार्य की प्रकृति	जन्म–मृत्यु रजिस्ट्रेशन कुल रिकॉर्ड	अधिकतम दर प्रति रिकार्ड सभी कर सहित	कुल राशि अधिकतम	सेवा प्रदाता की दर प्रति रिकार्ड सभी कर सहित	कुल राशि (3x6)
1	2	3	4	5	6	7
1.	जन्म–मृत्यु रजिस्ट्रेशन को पहचान पोर्टल पर अपडेट करने हेतु	2140062	2.50 ₹.	5350115 रु		

(बोलीदाता द्वारा कॉलम संख्या 6 एवं 7 की ही अनिवार्यतः पूर्ति कर अपनी दरें भारतीय मुद्रा रूपये में प्रस्तुत करें।)

1. बोली के साथ संलग्न शर्तों एवं कार्य विवरण के अनुसार कार्य करने हेतु सहमत हूँ।

बोलीदाता के हस्ताक्षर मय मोहर एवं मो.नं

> प्रतियों (जपनियंशक) एसीयी (जपनियंशक)