



कार्यालय नगर निगम जयपुर ग्रेटर

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

ऑल-इन-वन कंप्यूटर और प्रिंटर की आपूर्ति, स्थापना और एएमसी के लिए बोली हेतु निविदा की शर्तें

ई-निविदा सूचना संख्या -03/2024-25

नगर निगम जयपुर ग्रेटर के खण्ड आई0टी0 शाखा द्वारा निम्न कार्य कराये जाने हेतु सामग्री क्रय/सेवाओं में ईच्छुक एवं अनुभवी संवेदकों से निर्धारित प्रपत्र में ई-प्रोक्यूमेंट प्रक्रिया हेतु ऑनलाइन दर संविदा हेतु निविदाएँ आमंत्रित की जाती हैं। टेण्डर की शर्तें निम्नानुसार हैं:-


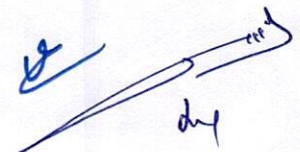
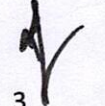
निविदा हेतु पात्रता की श्रेणी:-

- 1 आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 के नियम एवं शर्तें निविदा में लागू होंगे।
- 2 निविदादाताओं को निविदा शुल्क/बोली प्रतिभूति एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम जयपुर ग्रेटर की वेबसाइट www.jaipurmc.org पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्कैन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निविदा को मान्य किया जावेगा।
- 3 बोली आमंत्रण प्रपत्र में दिए गए निर्देशों के अनुसार प्रस्ताव उचित रूप में ऑनलाईन प्रस्तुत किए जाने हैं।

क्र.सं.	कार्य का नाम	अनुमानित लागत (राशि लाखों में)	अमानता राशि 2% एवं (0.5% MSME हेतु)	निविदा शुल्क	MD-RISL Fees	आपूर्ति करने की अवधि
1.	Bid for supply, installation and AMC of All-in-One computer and Printer.	84.24	Rs. 168480/- & Rs. 42120/-	2000 18% GST 2360/-	1500	1 माह

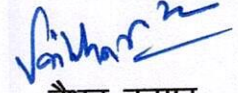
- 4 ई-बोली प्रपत्र दो भागों में है। प्रथम भाग तकनीकी बिड है तथा द्वितीय भाग वित्तीय बिड है। बोली दाता द्वारा तकनीकी बिड हेतु यह प्रपत्र मय संलग्न व वांछनीय दस्तावेज के प्रत्येक पृष्ठ पर हस्ताक्षर करते हुये (मय सील) eproc पोर्टल पर अपलोड करनी है। वित्तीय बिड ऑनलाईन BOQ में ही प्रस्तुत की जानी है। इससे भिन्न रूप में प्रस्तुत प्रस्तावों पर विचार नहीं किया जाएगा। वित्तीय दर वाला बिड डॉक्यूमेंट केवल उन्ही फर्मों का खोला जायेगा, जिन्हें कमेटी द्वारा तकनीकी बिड डॉक्यूमेंट में योग्य समझा जायेगा।
- 5 निविदादाता द्वारा निविदा राशि की 2 प्रतिशत अमानता राशि एवं ऐसे निविदादाता जो सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय में पंजीकृत हैं के द्वारा जमा 0.5 प्रतिशत अमानता राशि जमा कराना अनिवार्य होगा।
- 6 संवेदक को किसी भी राजकीय संस्था विभाग, बोर्ड, कॉर्पोरेशन अथवा उपक्रम में वर्तमान में ब्लैक-लिस्टेड/डी-बार अथवा डिफाल्टर घोषित नहीं किया होना चाहिए इस संबंध में 100 रूपयें के नॉन ज्यूडिशियल स्टाम्प पैपर पर नोटरी से प्रमाणित शपथ-पत्र निविदा के साथ संलग्न किया जाना आवश्यक है।
- 7 फर्म का नाम एवं पता मय टेलीफोन नम्बर, फर्म की स्थिति एकाकी/पार्टनरशिप/प्रा.लि. आदि का विवरण संलग्न करना होगा। साथ ही फर्म का पैनकार्ड नं. की छायाप्रति संलग्न करनी होगी। फर्म का जयपुर में कार्यालय स्थित होना आवश्यक है, सत्यापन हेतु शॉप रजिस्ट्रेशन सर्टिफिकेट संलग्न करें।
- 8 फर्म का जीएसटी विभाग द्वारा जारी जीएसटी सर्टिफिकेट मय नवीनतम जीएसटी रिटर्न प्रमाण पत्र की छाया प्रति संलग्न करनी होगी।
- 9 संवेदक को उपरोक्त कार्य में भाग लेने के लिए विगत तीन वित्तीय वर्ष में निविदा राशि का वार्षिक औसत न्यूनतम 50 प्रतिशत टर्न ओवर प्रतिवर्ष का होना आवश्यक होगा। इस हेतु संवेदक द्वारा सी.ए. से प्रमाणित ऑडिटेड बेलेन्स शीट लगाया जाना आवश्यक होगा।

- 10 संवेदक को किसी भी राजकीय विभाग अथवा राजकीय उपक्रम में कम्प्यूटर/प्रिंटर की आपूर्ति के गत 3 वर्ष में निम्नानुसार सम्पादित कार्य जिसका अनुभव/पूर्णता प्रमाण पत्र संलग्न करना आवश्यक होगा—
- एक कार्य का अनुमानित लागत का 80% के बराबर पूर्णता का प्रमाण पत्र संलग्न करना होगा।
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 - दो कार्य जिनमें प्रत्येक कार्य का अनुमानित लागत का 50% के बराबर पूर्णता का प्रमाण पत्र संलग्न करना होगा।
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 - तीन कार्य जिनमें प्रत्येक कार्य का अनुमानित लागत का 40% के बराबर पूर्णता का प्रमाण पत्र संलग्न करना होगा।
- 11 आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 की सभी नियमों एवं शर्तें पूर्णतः प्रभावी रहेगी।
- 12 संवेदक को निविदा में मांगे गये दस्तावेजों की पूर्ति कर लगाया जाना आवश्यक होगा। यदि मांगे गये दस्तावेजों की पूर्ति नहीं किये जाने पर उस फर्म को असफल माना जावेगा।
- 13 आपूर्तिकर्ता/सेवाप्रदाता ठेकेदार द्वारा दी जायेगी तथा इस परिवर्तन से संविदा के अधीन किसी भी दायित्व से फर्म के पहले सदस्य को मुक्त नहीं किया जावेगा।
- 14 निविदादाता विफल रहा है के मूल्य की निम्नानुसार प्रतिशत के आधार पर वसूली की जावेगी।
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| • विहित परिदान कालावधि की एक चौथाई कालावधि तक विलम्ब | 2.50 प्रतिशत |
| • विहित कालावधि से एक चौथाई से अधिक किन्तु आधी से अनाधिक कालावधि तक विलम्ब | 5.00 प्रतिशत |
| • विहित कालावधि के आधे से किन्तु तीन चौथाई विलम्ब | 7.50 प्रतिशत तक की कालावधि का |
| • विहित कालावधि के तीन चौथाई से अधिक की कालावधि का विलम्ब | 10.00 प्रतिशत |
| • निर्धारित नुकसान की अधिकतम रकम | 10.00 प्रतिशत |
- 15 जिस बोलीदाता की वित्तीय बोली मूल्य सबसे कम (एल-1) है, उसे कार्यादेश दिया जाएगा।
- 16 बोलीदाता फर्म को OEM द्वारा जारी किया गया **manufacturer authorization form (maf)** संलग्न करना होगा, जो कि उक्त निविदा के लिए जारी किया गया होगा।
- 17 स्वीकृत निविदादाता की नगर निगम जयपुर ग्रेटर द्वारा समय-समय पर सामग्री क्रय एवं सेवायें के आदेश मिलने पर नगर निगम जयपुर ग्रेटर द्वारा निर्दिष्ट स्थान पर सामान की निर्देशानुसार पूर्ण व्यवस्था करनी होगी। सामान टूट-फूट रहित साफ तथा अच्छी क्वालिटी का होना आवश्यक है। स्वीकृत निविदादाता को इसके लिये अतिरिक्त चार्ज देय नहीं होगा। सामान की संख्या में कमी या बढ़ोतरी करने का अधिकार नगर निगम जयपुर ग्रेटर को पूर्ण अधिकार होगा।
- 18 निविदा में सफल बोलीदाता के पास स्वयं का हार्डवेयर/सॉफ्टवेयर का इंजीनियर होना आवश्यक है तथा सभी सिस्टमों की मॉनिटरिंग के लिए सुपरवाइजर का होना अनिवार्य होना। सफल बोलीदाता फर्म को सुपरवाइजर (हार्डवेयर-सॉफ्टवेयर) का पूर्ण विवरण मय मोबाईल नंबर उपलब्ध कराना अनिवार्य होगा। सुपरवाइजर सभी कार्यदिवस में फोन पर उपलब्ध रहेगा एवं कम्प्यूटर या प्रिंटर में समस्या आने पर फोन पर सूचना देने पर 24 घण्टे में उसे सुचारु रूप ठीक करना सुनिश्चित करेगा। अन्यथा 1000/- रुपये प्रतिदिन के हिसाब से शास्ती लगाई जायेगी। अगर किसी मशीन को त्वरित ठीक नहीं किया जा सकता उस स्थिति में अन्य मशीन की व्यवस्था करनी होगी एवं इसके लिए कोई अतिरिक्त भुगतान देय नहीं होगा।
- 19 स्वीकृत निविदादाता को निविदा की शर्तों की पूर्ण पालना करनी होगी। शर्तों की अवहेलना/खराब सामान आपूर्ति करने पर तथा विलम्ब पर नियमानुसार कार्यवाही कर नुकसान को वसूलने का नगर निगम जयपुर ग्रेटर को पूर्ण अधिकार होगा। ऐसे मामलों में फर्म के दोषी पाये जाने पर स्वीकृति निरस्त कर पुनः निविदा आमंत्रित की जा सकेगी। नई फर्म को निविदा द्वारा कार्यादेश दिये जाने तक नगर निगम जयपुर ग्रेटर ठेकेदार की रिस्क व कोस्ट के आधार पर किसी अन्य (निविदा में भाग लेने वाली) फर्म से कार्य कराया जा सकेगा, जिसकी कटौती ठेकेदार से की जावेगी।

- 20 किसी भी निविदा को बिना कारण बताये अस्वीकृत करने का पूर्ण अधिकार नगर निगम जयपुर ग्रेटर को होगा।
- 21 सफल निविदादाता को सामग्री/सेवाओं की टेण्डर राशि की 5 प्रतिशत राशि सिक्क्योरिटी डिपोजिट के रूप में रखी जायेगी। इसमें अमानता राशि को समायोजित करते हुए, शेष राशि ठेकेदार को जमा करानी होगी। यह निविदा (तीन वर्ष) की अवधि तक नगर निगम जयपुर ग्रेटर कोष में जमा रहेगी। इस पर किसी भी प्रकार का ब्याज देय नहीं होगा।
- 22 सफल निविदादाता को नियमानुसार निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पेपर पर नगर निगम जयपुर ग्रेटर के तहत शर्तों की पालना के संबंध में एक संविदा पत्र लिखना होगा, जिस पर दो गवाहों के हस्ताक्षर होंगे।
- 23 बोलीदाता दरें समान प्राप्त होने पर अधिकतम सुदृढ वित्तीय स्थिति वाली बोलीदाता/संवेदक का चयन किया जाएगा।
- 24 निविदादाता द्वारा दी जाने वाली दरें सभी कर सहित होगी।
- 25 उक्त कार्य के भुगतान की कार्यवाही स्टोक रजिस्टर में प्रमाणिकरण के अनुसार ही की जावेगी।
- 26 फर्म के बिलों से नियमानुसार आयकर कटौती भुगतान करते समय की जायेगी।
- 27 उक्त कार्य के भुगतान की कार्यवाही एनालिस्ट-कम-प्रोग्रामर (उपनिदेशक) प्रमाणीकरण के अनुसार ही की जावेगी।
- 28 कार्य की आवश्यकता को देखते हुए दूरभाष पर भी आदेश दिये जा सकेंगे जो ठेकेदार को मान्य होंगे। इसकी पुष्टि में बाद में आदेश जारी किये जा सकेंगे।
- 29 निविदादाता द्वारा दरें निकटतम रू. एवं पैसों में दी जावेगी।
- 30 ठेकेदार के ठेके को निरस्त करने की अवस्था में नगर निगम जयपुर ग्रेटर द्वारा उचित समझे जाने पर निविदा में भाग लेने वाली अन्य फर्मों से प्रथम निविदादाता (वर्तमान ठेकेदार) की अनुमोदित दरों पर कार्य करने की सहमति लेकर कार्य कराया जा सकेगा, जो शेष अवधि के लिए होगा।
- 31 इस करार से उत्पन्न समस्त विवादों तथा इस करार के निर्वाचन से संबंधित समस्त प्रश्न नगर निगम जयपुर ग्रेटर द्वारा निर्णित किये जायेंगे और नगर निगम जयपुर ग्रेटर का निर्णय अंतिम होगा।
- 32 सिविल विवाद की स्थिति में स्थानीय सिविल न्यायालय को ही क्षेत्राधिकार होगा।
- 33 राज्य सरकार व नगर निगम जयपुर ग्रेटर द्वारा समय समय पर जारी आदेश निर्देश मान्य होंगे।
- 34 निविदादाता को ई-मेल द्वारा सूचना दी जा सकती है। इसलिए आपको ई-मेल तथा मोबाईल नम्बर देने जरूरी होंगे।
- 35 संतोषजनक कार्य नहीं होने की स्थिति में अनुबन्ध को किसी भी समय निरस्त किया जा सकता है तथा प्रतिभूति राशि जब्त कर ली जायेगी।
- 36 यदि किसी निविदादाता द्वारा टेण्डर की राशि से कम दर भरी जाती है तो सफल निविदादाता को एल.ओ.ए. (स्वीकृति पत्र) जारी किये जाने के 14 दिवस के अन्दर अन्तर की राशि बीजी/एफडीआर/एनएससी के रूप में नगर निगम जयपुर ग्रेटर में जमा करानी होगी। कार्य संतोषप्रद पूर्ण होने के पश्चात् वापस लौटा दी जावेगी।
- 37 निविदादाता द्वारा निविदा प्रपत्र तथा एनेक्सचर A, B, C, D & E को स्वयं हस्ताक्षर कर स्केन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। अन्यथा निविदा निरस्त कर दी जावेगी।
- 38 निविदादाता दरों की वैधता अवधि खोले जाने की दिनांक से 90 दिवस तक अनुमोदन हेतु मान्य होगी।
- 39 संलग्न विशेष शर्तें एनेक्सचर 1 एवं 2 की पूर्ती कर स्वयं हस्ताक्षर कर स्केन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। अन्यथा निविदा निरस्त कर दी जावेगी।
- 40 AMC की अवधि 3 वर्ष रहेगी। 3 वर्ष की OEM वारंटी अवधि के दौरान faulty part/component/device की मरम्मत या प्रतिस्थापन की अतिरिक्त लागत पूरी तरह से विक्रेता द्वारा वहन की जाएगी।
- 41 सफल निविदादाता द्वारा ऑल-इन-वन कंप्यूटर और प्रिंटर एनालिस्ट-कम-प्रोग्रामर के निर्देशानुसार मुख्यालय एवं जोन कार्यालयों पर स्थापित (Installation) करने होंगे।

- 42 निविदादाता द्वारा किसी भी आइटम की दर प्रस्तुत नहीं करने पर निविदा को अपूर्ण मानकर निरस्त कर दिया जायेगा।
- 43 दर संविदा हेतु किसी निविदादाता द्वारा अस्पष्ट एवं अव्यावहारिक दरें दी जाती हैं, तो उसकी निविदा निरस्त कर अमानता राशि जप्त कर ली जायेगी।
- 44 ऑल-इन-वन कंप्यूटर और प्रिंटर के स्पेसिफिकेशन एनेक्चर 1 में संलग्न हैं।



वैभव कुमार
ए.सी.पी.(उपनिदेशक)
नगर निगम जयपुर ग्रेटर

मैंने/हमने उपरोक्त सभी शर्तों का ध्यानपूर्वक अध्ययन कर लिया है तथा मैं/हम सभी शर्तों को मानने के लिये अपनी सहमति प्रदान करता हूँ/करते हैं।

निविदादाता के हस्ताक्षर

नाम.....

पूरा पता.....

मोबाईल/टेलिफोन नं.....



कार्यालय नगर निगम जयपुर ग्रेटर

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

क्रमांक: एफ4()/न.नि.ग्रेज/आई.टी./2024/

दिनांक

तकनीकी ई-निविदा सूचना संख्या 03/2024-25 प्रपत्र

ऑल-इन-वन कंप्यूटर और प्रिंटर की आपूर्ति, स्थापना और एएमसी के लिए बोली हेतु निविदा

1. निविदा प्रस्तुत करने वाली फर्म/सेवा एजेन्सी का नाम :-.....
2. निविदा प्रस्तुत करने वाली फर्म/सेवा एजेन्सी का पता :-.....
..... फोन नं. मोबाईल नं.
3. संदर्भित व्यक्ति का नाम :-..... फोन/मोबाईल नं.
4. हम कार्यालय हाजा द्वारा जारी निविदा सूचना सं. दिनांक में वर्णित सभी शर्तों से तथा संलग्न शीट में दी गई उक्त निविदा सूचना की अतिरिक्त शर्तों से बाध्य होना स्वीकार करते हैं। इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किये जाने के प्रमाण में हमने हस्ताक्षर किये हैं।
5. सेवा प्रदाता एजेन्सी से सम्बन्धित तकनीकी योग्यता सम्बन्धी विवरण :-
(कृपया प्रत्येक हेतु आवश्यक प्रपत्र/प्रमाण पत्र अनिवार्यतः संलग्न करें।)

क्र. सं.	विवरण	रजिस्ट्रेशन संख्या	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
a)	वस्तु एवं सेवा कर (GST)				
b)	आयकर (Pan No.)				
c)	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 अथवा इण्डियन पार्टनरशिप एक्ट 1932 के अंतर्गत अथवा कम्पनी एक्ट 2013 के अंतर्गत				

6. बिडिंग डाक्यूमेन्ट फीस, प्रोसेसिंग फीस एवं बिड सिक््योरिटी राशि की प्राप्ति।
7. संवेदक को उपरोक्त कार्य में भाग लेने के लिए विगत तीन वित्तीय वर्ष में निविदा राशि का वार्षिक औसत न्यूनतम 50 प्रतिशत टर्न ओवर प्रतिवर्ष का होना आवश्यक होगा। इस हेतु संवेदक द्वारा सी.ए. से प्रमाणित ओडिटेड बेलेन्स शीट लगाया जाना आवश्यक होगा।
8. हस्ताक्षरित बिड डाक्यूमेन्ट एवं सैल्फ डिक्लियरेशन की आपकी फर्म राज्य सरकार के किसी भी विभाग द्वारा बलैकलिस्टेड नहीं है, दिवालीया नहीं है एवं डिफाल्टर नहीं है। इस संबंध में 100 रूपयें के नॉन ज्यूडिशियल स्टाम्प पैपर पर नोटरी से प्रमाणित शपथ-पत्र निविदा के साथ संलग्न किया जाना आवश्यक है।

निविदा दाता द्वारा प्रस्तुत आईटमों का स्पेशिफिकेशन:-

1. ऑल-इन-वन कंप्यूटर और प्रिंटर :- मेक एण्ड ब्राण्ड.....
(उत्पादन कर्ता का स्पेशिफिकेशन संलग्न है।)

क्र.सं.	आईटम का नाम	फर्म द्वारा दिए जा रहे स्पेशिफिकेशन	निर्धारित स्पेशिफिकेशन के अनुसार है या नहीं (Yes/Upper level)
1	All-in-one Computers		
2	Printers		

निविदादाता के हस्ताक्षर मय मोहर

(Handwritten signature and stamp area)

प्रमाणपत्र (तकनीकी बोली के साथ प्रस्तुत किया जाना है)


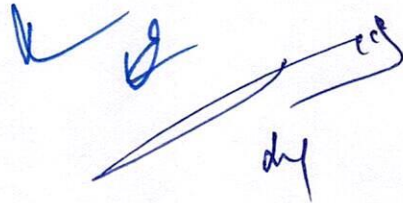
यह प्रमाणित किया जाता है कि मैसर्स..... का पिछले 3 वर्षों का वार्षिक टर्नओवर विवरण निम्नानुसार सत्य और सही है:-

क्र.स.	वर्ष	टर्नओवर लाख में
1.	2021-2022	
2.	2022-2023	
3.	2023-2024	
कुल		

औसत वार्षिक टर्नओवर: _____

चार्टर्ड अकाउंटेंट/ऑडिटर के हस्ताक्षर

सील के साथ




All-in-one Computer and printer Specifications (Minimum Specification)**All-in-one Computer**

Parameter	Minimum Technical Specification
Processors	Intel i5, 6 Core or higher, with minimum 2.5 GHz or higher (Base Frequency), 18 MB Cache or higher with 13 th or higher Generation and to be Certified by OEM
Chipset	Compatible Chipset
Operating System	1. Pre-installed Genuine Microsoft Windows 11 Professional (64 bit) or higher 2. Recovery partition.
Memory (RAM)	8 GB/ 16 GB DDR4 3200MHz or higher with 64 GB Expandability
Storage	512 GB or 1 TB SSD
Audio	Integrated audio controller with internal Speaker, Microphone
Ports	Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Audio jack for headphone & microphone, Integrated Webcam
Camera	Integrated webcam 5 MP
Display	Minimum 23.8 inch or higher, Resolution 1920x1080 or higher Display
Antivirus	Latest Antivirus & Internet Security, with minimum 3 years subscription
Certifications	BIS
Compliance	RoHS
Keyboard, Mouse	USB Keyboard & USB two button optical Mouse with Mouse Pad (Same make as AIO)
Network Interface	Integrated 10/100/1000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 4.0 or higher
Accessories	All necessary cables
Security	TPM 2.0
warranty	3 Year comprehensive on site OEM warranty

Handwritten signatures and initials in blue ink, including a large signature on the left, a smaller one in the middle, and a stylized signature on the right.

Printer

Parameter	Minimum Technical Specification
Function	Print
Printing technology	InkTank
Paper size	A4, Legal or higher
Print Speed (Minimum)	30 PPM (Mono) or higher
Print Resolution	600 x 600 dpi or higher
Duplex	Auto
Connectivity	Hi-Speed USB 2.0 port or higher, Wi-Fi, Ethernet
Duty Cycle (Monthly)	10000 pages or higher
Memory	256 MB or higher
Input paper tray capacity	200 pages or higher
Compatible OS	Windows and Linux
Cables/ Accessories	All the required cables, accessories
Software Media	Driver & Utility software
Certifications	BIS
Compliance	RoHS
warranty	3 Year comprehensive on site OEM warranty

Handwritten signatures and a stamp. The stamp is a rectangular box with a diagonal line and the word 'dy' written inside.

Section VI C: Contract Forms

1. Agreement

(To be executed on a non-judicial stamp of appropriate value)

THIS AGREEMENT made on this day _____ of _____, between of (hereinafter "the Procuring Entity"), of the one part, and of hereinafter "the Supplier", of the other part:

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of _____ (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Supply Order
 - b) The Procuring Entity's Notification to the Supplier of Award of Contract;
 - c) Addendum if any
 - d) The Special Conditions of Contract;
 - e) The General Conditions of Contract;
 - f) The Schedule of Supply and technical specification;
 - g) Instructions to Bidders;
 - h) The Notice Inviting Bids;

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of court shall be at Jaipur court only

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by (For and on behalf the Supplier)

Signed by the Procuring Entity (On behalf of Governor of Rajasthan)

Name

Signature

In the presence of

Witness1

Name

Signature

Address

Witness2

Name

Signature

Address

Date

In the presence of

Witness 1

Name

Signature

Address

Witness 2

Name

Signature

Address

Date

2. Performance Security

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

Date:

Contract Name and No.:

To:

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier 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 WHEREAS 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 Supplier, up to a total amount of rupees* _____ and we undertake to pay you, upon your first written demand declaring the Supplier 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.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it 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 Bank's Seal

Date

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date, including period of Warranty/Guarantee and maintenance period, if any.

Notes: 1. all italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

3. 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 for _____ [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 a Bidder 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 Supplier]

Dated on----- day of -----, [insert date of signing]

Corporate Seal-----

4. Advance Payment Security

Date:

Contract Name and No.:

To

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Supplier") shall deposit with the Procuring Entity a Security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Entity on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

This Security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

Name:

In the capacity of:

Signed:

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

Date:

Bank's Seal:

Notes:

- 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.*
- 2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

5. Letter of Acceptance
Letter of Acceptance

[On letter head paper of the Procuring Entity]

No.

Dated

To: *[name and address of the Supplier]*

Subject: *[Notification of Award for the Works]*

This is to notify you that your Bid dated *[date]* for execution of the
[name of the contract and identification number, as given in the Contract Data]
for the Accepted Contract Amount of the equivalent of *[amount in numbers and*
words and name of currency], as corrected and modified in negotiations and in
accordance with the Instructions to Bidders has been accepted by *[designation of the*
Procuring Entity] The date of commencement and completion of the Works
shall be:

You are requested to furnish the Performance Security/ Performance Security Declaration
within Days in the form given in the Contract Forms for the same for an amount
equivalent to Rupees within days of notification of the award valid up to
60 days after the date of expiry of Defects Liability Period and maintenance period, if
applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42
of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders
shall be taken.

Authorized Signature:

Name and Title of Signatory:

Designation:

Section VA: General Conditions of Contract

1. General			
S. No.	Particulars	Clause	Description
1.1	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	"Act" means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	"Applicable Law" means the Central or State laws and any other instruments having the force of law in India and Rajasthan or any other area of operation of the Contract as they may be, issued and in force from time to time.
		1.1.3	"Client" means the Procuring Entity with which the selected Consultant signs the Contract for the Services.
		1.1.4	"Consultant" means the Bidder who may be any entity or person including any Sub-Consultant and other personnel that may provide the Services to the Client under the Contract.
		1.1.5	"Contract" means the legally binding written agreement as signed by the Parties, that are these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), Bidding Forms, Appendices and all the attached documents.
		1.1.6	"Day" means a calendar day, unless indicated otherwise in the SCC.
		1.1.7	"Effective Date" means the date on which this Contract comes into force and effect.
		1.1.8	"Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
		1.1.9	"Foreign Currency" means any currency other than the Indian Rupees.
		1.1.10	"GCC" mean these General Conditions of Contract.
		1.1.11	"In writing" means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
		1.1.12	"Joint Venture (JV)" means an association with a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for

		1.1.13	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) were taken into
		1.1.14	“Local Currency” means Indian Rupees.
		1.1.15	“Member” means any of the entities that make up the Joint Venture/ Consortium/ Association; and “Members” means all these entities.
		1.1.16	“Non-Key Expert(s)” or “Non-Key Personnel” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
		1.1.17	“Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
		1.1.18	“Personnel” means professionals and support staff in the form of Key Personnel and Non-Key Personnel 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 in India.
		1.1.19	“Reimbursable expenses” where applicable means all assignment-related costs other than Consultant’s remuneration.
		1.1.20	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.21	“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
		1.1.22	“Services” means the work to be performed by the Consultant pursuant to this Contract.
		1.1.23	“Sub-Consultants” means any person or entity to whom the Consultant, with the approval of the Client, subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
		1.1.24	“Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
2. Interpretation			

2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws .
2.3	Language	2.3.1	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	Notices, Communications	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be In Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
2.6	Location	2.6.1	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is changed, at such locations, whether in the India or elsewhere, as the client may approve.
2.7	Authority of Member in Charge or Team Leader	2.7.1	In case the Consultant consists of a Joint Venture/ Consortium/ Association of more than one entity, the Members hereby authorise the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments in the joint name from the Client.
2.8	Authorized Representatives	2.8.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorized Representatives specified in the SCC.

3. Code of Integrity

3.1	Code of Integrity	3.1.1	<p>It is required that Consultant observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Consultant, Sub-Consultants, or their personnel shall-</p> <p>(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 performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</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> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	<p>Breach of Code of Integrity by the Consultant, Sub-Consultants, or their personnel:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by the Consultant, Sub-Consultants, or their personnel, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.</p>

4. Commencement, Completion, Modification and Expiration of Contract			
4.1	Effectiveness of Contract	4.1.1	This Contract shall come into force and effect on the date (the "Effective Date") on which the Client issues to the Consultant the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
4.2	Forfeiture of Performance Security	4.2.1	<p>Amount of the Performance Security in full or part may be forfeited in the following cases :-</p> <p>(a) when the Consultant does not execute the agreement in accordance with ITC Sub-Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(b) when the Consultant fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Consultant fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p> <p>(e) to adjust any accepted dues against the Consultant from any other contract with the Procuring Entity; or</p> <p>(f) if the Consultant breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and GCC Sub-Clause 3.1.1</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
4.3	Expiration of Contract	4.3.1	Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
4.4	Entire Agreement	4.4.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
4.5	Modifications or Variations	4.5.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.5.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Procuring Entity will be required.

5. Force Majeure

5.1	Definition	5.1.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	<p>No Breach of Contract</p> <p>Due to Force Majeure</p>	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
5.3	<p>Measures to be Taken</p>	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

		5.3.4	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <p>a. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>b. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</p>
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
5.4	Suspension	5.4.1	The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) Days after receipt by the Consultant of such notice of suspension.
6. Termination			
6.1	By the Client	6.1.1	The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) <u>days</u> ' written notice of termination to the Consultant in case of the events referred to in (a) through (d), sixty (60) <u>days</u> ' in the case of the event referred to in (e), fourteen (14) <u>days</u> ' in the case of the event referred to in (f) and (g), and five (5) <u>days</u> ' in the case of the event referred to in (h), :

			<ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing. (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. (c) If the Consultant fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings, where permissible. (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (f) If the Consultant, in the judgment of the Client, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract. (g) If the Consultant submits to the Client a false statement/ document which has a material effect on the rights, obligations or interests of the Client. (h) If the Consultant fails to confirm availability of Key Experts as required in GCC Clause 4.3.1.
		6.1.2	<p>Termination by the Client due to failure of the Consultant to provide the required Services shall lead to the forfeiture of the Performance Security as per GCC Sub-Clause 4.2 [Forfeiture of Performance Security] and get the Services performed by another agency at the risk and cost of the original Consultant.</p>

6.2	By the Consultant	6.2.1	<p>The Consultant may terminate this Contract, by not less than thirty (30) <u>days</u>' written notice to the Client, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration, where permissible.</p> <p>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved In Writing) following the receipt by the Client of the Consultant's notice specifying such breach.</p>
6.3	Cessation of Rights and Obligations	6.3.1	<p>Upon termination of this Contract pursuant to GCC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clause 4.3, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in GCC Clause 7.7,</p> <p>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records by the Client set forth in GCC Clause 7.10, and</p> <p>(iv) any right which a Party may have under the Applicable Law.</p>
6.4	Cessation of Services	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Consultant shall, immediately upon despatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clause 7.13 or 7.14.</p>

6.5	Payment upon Termination	6.5.1	<p>Subject to the GCC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</p> <p>(b) in the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</p>
6.6	Disputes about Events of Termination	6.6.1	<p>If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration, where permissible.</p>
6.7	Extension in Completion Period and Liquidated Damages	6.7.1	<p>If the Consultant considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the Client to extend the completion period of the Contract giving detailed reasons and justifications. The Client, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Consultant, shall be entitled to impose on the Consultant, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of the Contract. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.</p>

7. Obligations of the Consultant			
7.1	Standard of Performance	7.1.1	The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties. No decision regarding design or incidental thereto of the consultant should cause any loss to the Client. All designs, drawings and the estimates should provide optimum value to the Client.
		7.1.2	The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
		7.1.3	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
7.2	Law Governing Services	7.2.1	The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants comply with the Applicable Law.
		7.2.2	The Client shall notify the Consultant In Writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
7.3	Conflict of Interests	7.3.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.4	Consultant Not to Benefit from Commissions, Discounts, etc	7.4.1	The payment of the Consultant pursuant to GCC Clause 10 shall constitute the Consultant's only payment in connection with this Contract and, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultants, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment.

		7.4.2	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions negotiated by the Consultant in the exercise of such procurement advisory responsibility shall be for the account of the Client.
7.5	Consultant and Affiliates Not to be Otherwise Interested in Project, Not to Engage in Certain Activities	7.5.1	The Consultant agrees that, during the term of this Contract and after its completion or termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
7.6	Prohibition of Conflicting Activities	7.6.1	The Consultant shall not engage, and shall cause its Experts, Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the 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, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.7	Confidentiality	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the Client, the Consultant and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7.8	Liability of the Consultant	7.8.1	Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

7.9	Insurance to be Taken out by the Consultant	7.9.1	<p>The Consultant:</p> <ul style="list-style-type: none"> (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, in the joint name of the Client and himself, upto the final completion of the Contract at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against all the risks, personnel, vehicles, equipments, etc and for the coverage specified in the SCC; and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. <p>The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>
7.10	Accounting, Inspection and Auditing	7.10.1	<p>The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p>
		7.10.2	<p>The Consultant shall permit and shall cause its Sub-consultants to permit, the Procuring Entity or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub- Consultants relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Entity or Government of Rajasthan.</p>
		7.10.3	<p>The Consultant's attention is drawn to the fact that acts of the Consultant intended to impede the exercise of the powers of inspection and audit by the Client constitute a prohibited practice leading to Contract termination.</p>
7.11	Consultant's Actions Requiring Client's Prior Approval	7.11.1	<p>Subcontracts: If permitted in the RFP, the Consultant may subcontract work relating to the Services with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience equal to or better than those of the Sub-Cconsultant being replaced and acceptable to the Client, or to resume the performance of the Services itself.</p>

7.12	Reporting Obligations	7.12.1	The Consultant shall submit to the Client the reports and documents specified in Appendix A hereto, in the form, in number and within the time periods set forth in the said Appendix. Final reports shall be delivered in soft copy in addition to the hard copies specified in the said Appendix.
7.13	Proprietary Rights of the Client in Reports and Records	7.13.1	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
		7.13.2	If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
7.14	Equipment, Vehicles and Materials Provided by the Client	7.14.1	Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client In Writing, shall insure them in an amount equal to their full replacement value.
7.15	Equipment and Materials Provided by the Consultant	7.15.1	Any equipment or materials brought by the Consultant or its Experts and Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Experts and Personnel concerned, as applicable.

8. Consultants' Experts, Personnel and Sub-Consultants			
8.1	Description of Key Experts	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in ToR .
8.2	Replacement of Key Experts	8.2.1	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
		8.2.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
8.3	Removal of Experts or Sub-consultants	8.3.1	If the Client finds that any of the Consultant's or Sub-consultant's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's or Sub-consultant's personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
		8.3.2	In the event that any of the Consultant's or Sub-consultant's Expert is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
		8.3.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
		8.3.4	The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
8.4	Resident Project Manager	8.4.1	If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of the Services.
9. Obligations of the Client			
9.1	Assistance and Exemptions	9.1.1	Unless otherwise specified in the SCC, the Client shall use its best efforts to:
		9.1.1.1	Assist the Consultant in obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

		9.1.1.2	Assist the Consultant in promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract.
		9.1.1.3	Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts, Personnel and their eligible dependents.
		9.1.1.4	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.5	Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services in obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in India according to the applicable law in India.
		9.1.1.6	Assist the Consultant, any Sub-consultants and the Experts of either of them in obtaining the privilege, pursuant to the applicable law in India, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
		9.1.1.7	Provide to the Experts of Consultant and Sub-Consultants any such other assistance as may be specified in the SCC.
9.2	Access to Project Site	9.2.1	The Client warrants that the Consultant shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
9.3	Change in the Applicable Law Related to Taxes and Duties	9.3.1	If, after the date of this Contract, there is any change in the Applicable Law with respect to existing or new taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and Reimbursable Expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in GCC Clause 10.1.1.
9.4	Services, Facilities and Property of the Client	9.4.1	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference.

		9.4.2	In case that such services, facilities and property shall not be made available to the Consultant, the Parties shall agree on: (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result of it.
9.5	Counterpart Personnel	9.5.1	The Client shall make available to the Consultant free of charge such professional and support counterpart Personnel, to be nominated by the Client with the Consultant's advice, if specified in ToR.
		9.5.2	If counterpart Personnel are not provided by the Client to the Consultant, the Client and the Consultant shall agree on: (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant.
		9.5.3	Professional and support counterpart Personnel, excluding Client's liaison Personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart Personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
9.6	Payment Obligation	9.6.1	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in ToR.
10. Payments to Consultant			
10.1	Contract Price	10.1.1	The Contract price is fixed and is as mentioned in award of contrat.
		10.1.2	Any change to the Contract price specified in GCC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to GCC Clause 4.6 and have amended in writing the Terms of Reference.
10.2	Payment	10.2.1	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.

10.3	Schedule of Payments	10.3.1	The schedule of payments shall be as stated in the SCC
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10.4	Reimbursable	10.4.1	No Reimbursable expenses shall be allowed under Lump Sum Contracts, unless specified in the SCC.
10.5	Taxes and Duties	10.5.1	The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.
		10.5.2	As an exception to the above and if stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
10.6	Currency of Payment	10.6.1	Any payment under this Contract shall be made in the currency (ies) of the Contract.
10.7	Payment for Additional Services	10.7.1	For the purpose of determining the remuneration due for additional Services as may be agreed, as per rules prior approval of competent authority.
10.8	Advance Payment	10.8.1	(a) No advance payment shall be made.
10.9	Mode of Billing and Payment	10.9.1	The total payments under this Contract shall not exceed the Contract Price set forth in GCC Clause 10.1 and the payments under this Contract shall be made in lump-sum installments against deliverables specified in ToR.
		10.9.2	<u>The Lump-Sum Installment Payments:</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

		10.9.3	<p><u>The Final Payment:</u> The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) Days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.</p>
		10.9.4	All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
		10.9.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
11.1	Good Faith	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.
12. Settlement of disputes			
12.1	Settlement of Disputes	12.1	Dispute Resolution Mechanism shall be as stated in Annexure A.
	Jurisdiction of Court	12.2	Jurisdiction of court at Jaipur only

Annexure A: Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract

- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:

1. **Head of the Department Level Committee:** to address disputes in contracts of value upto Rs. 10 lakh:

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member -Secretary) and Representative of Law Department not below the rank of Legal Assistant.

2. **Administrative Secretary Level Committee:** to address disputes in contracts of value of more than Rupees 10 lakh.

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer, Chief Engineer- cum - Addl. Secretary of the concerned department and Chief Engineer concerned [or Head of the Department, in case of other than a Works Department (Member- Secretary)].

NOTE: In case the Procuring Entity is other than a Department of the State Government, the concerned Administrative Department will decide the levels of various members of the two

Dispute Resolution Committees.

III. Arbitration will be applicable in case of disputes arising in contracts above a value of more than Rs.1 crore which remain unresolved through the Dispute Resolution Committee.

IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

V. Procedure of reference to the Dispute Resolution Committee:-

The Consultant shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Consultant, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Consultant and the Procuring Entity.

Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section IV (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-10 of the Consultant's Proposal. Highlight the changes to Section IV of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on Form FIN-3 and FIN-4 of the Consultant's Proposal and reflects any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-3 and FIN-4 at the negotiations or state that none has been made.]

[When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultant's Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to GCC Clause 7.10 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next installment payment to the Consultant, or (ii) if there are no further payments to be made by the Client to the Consultant, the Consultant shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with GCC Clause 10.9.3 of this Contract.]"

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc1

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

(6) Fee for filing appeal

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

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

(7) Procedure for disposal of appeal

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

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

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

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

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

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

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

Annexure E

Clause 1: Fair Wage Clause

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

Clause 2: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:-

- (a) For works costing Rs. 100 lac and above- One Graduate Engineer.
- (b) For works costing between Rs. 50 lac to Rs. 100 lac- One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 3 :

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

Clause 4: Safety Code

The Contractor shall follow the safety code of electricity Strictly.

Clause 5:

Near Relatives barred from tendering

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

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

Clause 6: Retired Gazetted Officers barred for 2 years

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

Clause 7: Quality Control

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

Clause 8:

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

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

Clause 9: Death of Contractor

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

Clause 10 : Force Majeure

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

Clause 11: General Discrepancies and errors:

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

Clause 12 : Post payment Audit & Technical Examination:

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

Clause 13 : Check Measurements:

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

Clause 14: Check Measurements:

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

Clause 15: Recovery from Contractors:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by 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.



कार्यालय नगर निगम ग्रेटर जयपुर

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

क्रमांक: एफ4() आई.टी./ननिग्रेज/2024

दिनांक

वित्तिय-निविदा

ऑल-इन-वन कंप्यूटर और प्रिंटर की आपूर्ति, स्थापना और एएमसी के लिए बोली हेतु निविदा दरें देने का प्रपत्र

ऑल-इन-वन कंप्यूटर और प्रिंटर क्रय की दरें भरकर निविदादाता हस्ताक्षर करें। कार्य की दरें अंकों एवं शब्दों में अंकित करें।

क्र० स०	आइटम स्पेसिफिकेशन	मात्रा	दर प्रति युनिट (समस्त कर/जीएसटी सहित) अंको/शब्दों में
1	All-in-one computer Processors: Intel i5, 6 Core or higher, with minimum 2.5 GHz or higher (Base Frequency), 18 MB Cache or higher with 13th or higher Generation and to be Certified by OEM Chipset: Compatible Chipset Operating System (Factory preloaded):1. Pre-installed Genuine Microsoft Windows 11 Professional (64 bit) or higher2. Recovery partition. Memory (RAM) :8 GB/ 16 GB DDR4 3200MHz or higher with 64 GB Expandability Storage:512 GB or 1 TB SSD Audio: Integrated audio controller with internal Speaker, Microphone Ports: Minimum 5 USB ports with at least 2 USB 3.0 or higher ports, HDMI, Display port, Audio jack for headphone & microphone, Integrated Webcam Camera: Integrated webcam 5 MP Display: Minimum 23.8 inch or higher, Resolution 1920x1080 or higher Display Antivirus: Latest Antivirus & Internet Security, with minimum 3 years subscription Certifications: BIS Compliance: RoHS Keyboard, Mouse: USB Keyboard & USB two button optical Mouse with Mouse Pad (Same make as AIO) Network Interface: Integrated 10/100/1000 GB Ethernet, Integrated 802.11ac Wi-Fi and Bluetooth 4.0 or higher Accessories: All necessary cables Security: TPM 2.0 warranty :3 Year comprehensive on site OEM warranty	65	
2	Printer Function: Print Printing technology: InkTank Paper size:A4, Legal or higher Print Speed (Minimum):30 PPM (Mono) or higher Print Resolution:600 x 600 dpi or higher Duplex: Auto Connectivity: Hi-Speed USB 2.0 port or higher, Wi-Fi, Ethernet Duty Cycle (Monthly):10000 pages or higher Memory:256 MB or higher Input paper tray capacity:200 pages or higher Compatible OS: Windows and Linux Cables/ Accessories: All the required cables, accessories Software Media: Driver & Utility software Certifications: BIS Compliance: RoHS warranty :3 Year comprehensive on site OEM warranty	65	

Sainthar

वैभव कुमार
एनालिस्ट-कम-प्रोग्रामर
(उपनिदेशक)
नगर निगम ग्रेटर जयपुर