

निविदा शर्तें

पथ विक्रेताओं एवं उनके परिवारों की सामाजिक आर्थिक ऑनलाईन प्रोफाइलिंग एवं भारत सरकार की चिन्हित योजनाओं से जोड़ना

1. निविदा दाता को निविदा शुल्क, अमानता राशि एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम जयपुर हैरिटेज की वेबसाईट www.jaipurmcheritage.org पर End Date & 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 जायेगा।
2. बोली घोषणा पत्र अनिवार्य रूप से प्रस्तुत करना होगा एवं साथ ही Rajasthan Transparency in Public Procurement Rules 2013 के अनुसार वित्त विभाग के परिपत्र संख्या 3/2013 के अनुसार Annexures A,B,C,D में भी घोषणा पत्र प्रस्तुत करना होगा।
3. ई-निविदा प्रपत्र दो भागों में है। प्रथम भाग तकनीकी बिड है तथा द्वितीय भाग वित्तीय बिड है। निविदादाता द्वारा तकनीकी बिड हेतु यह प्रपत्र मय संलग्न व वांछनीय दस्तावेज के प्रत्येक पृष्ठ पर हस्ताक्षर करते हुये 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 डॉक्यूमेन्ट में योग्य समझा जायेगा।
4. 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 एवं स्टाम्प की हार्ड कॉपी कार्यालय के रूम नं0 141 में निविदा खोलने की समय एवं तिथि से पहले जमा करना अनिवार्य होगा।
5. सफल निविदादाता को कुल निविदा राशि की 2.5 प्रतिशत राशि प्रतिभूति राशि जमा करवानी होगी।
6. उपरोक्त तकनीकी बिड डॉक्यूमेन्ट में योग्य होने वाली फर्म का ही वित्तीय बिड डॉक्यूमेन्ट प्रस्ताव खोला जायेगा।
7. समय-समय पर भारत सरकार/राज्य सरकार द्वारा जारी दिशा-निर्देश/परिपत्र/आदेश/नियमों की पालना करनी होगी।
8. संस्थाओं द्वारा प्रस्तुत की जाने वाली दरें समस्त कर एवं सेवाकर (GST) को मिलाकर देनी होगी।
9. संस्थाओं/फर्म के पेन कार्ड व GST पंजीयन के प्रमाण-पत्र की प्रमाणित प्रति संलग्न करना आवश्यक होगा।
10. संस्था/फर्म द्वारा वर्तमान में समान कार्य करने का कार्यादेश व अनुभव की प्रमाणित प्रति संलग्न करना अनिवार्य होगा अन्यथा इसके अभाव में निविदा पर विचार नहीं किया जावेगा।
11. सशर्त निविदाएं मान्य नहीं होगी एवं बिना किसी कारण बताए कोई भी निविदा स्वीकृत/अस्वीकृत करने का अधिकार आयुक्त नगर निगम जयपुर हैरिटेज के पास सुरक्षित रहेगा।

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12. संस्था/एनजीओ/फर्म का रजिस्ट्रेशन होना अनिवार्य होगा।
13. उक्त निविदा से संबंधित विवरण एवं शर्तें www.eproc.rajasthan.gov.in एवं www.jaipurmheritage.org, <https://sppp.rajasthan.gov.in> पर भी देखी जा सकती है।
14. निविदादाता को प्रति प्रोफाइलिंग की दरें प्रस्तुत करनी होंगी।
15. संस्था द्वारा ऑनलाईन प्रोफाइलिंग लेपटॉप/मोबाईल/टेबलेट के द्वारा करवाया जाना अनिवार्य रहेगा।
16. ऑनलाईन प्रोफाइलिंग हेतु आवश्यक कार्मिक संवेदक द्वारा उपलब्ध कराये जाने व लगाये गये कार्मिकों को लेपटॉप/मोबाईल/टेबलेट आदि संवेदक संस्था द्वारा उपलब्ध करवाना होगा, नगर निगम जयपुर हैरिटेज द्वारा कोई सामग्री उपलब्ध नहीं करवायी जायेगी।
17. नगर निगम जयपुर हैरिटेज द्वारा पी.एम. स्वनिधि योजना में स्ट्रीट वेण्डरों को ऋण उपलब्ध करवाया गया है जिनकी ऑनलाईन प्रोफाइलिंग की जानी है।
18. स्वनिधि से समृद्धि योजनान्तर्गत सामाजिक एवं आर्थिक ऑनलाईन प्रोफाइलिंग सर्वे एवं उनके परिवार का सम्बन्धित विभागों से समन्वय कर भारत सरकार की चिन्हित कल्याणकारी योजनाओं से जोड़ने का भी कार्य करना होगा।
19. योजनान्तर्गत विभागों से समन्वय कर भारत सरकार की चिन्हित कल्याणकारी योजनाओं से जोड़ने हेतु कैम्पों का आयोजन नगर निगम जयपुर हैरिटेज द्वारा तय किया जायेगा, जिसके आधार पर संवेदक संस्था द्वारा आयोजित कैम्पों में सम्बन्धित स्ट्रीट वेण्डर्स को कॉलिंग कर कैम्प में बुलाया जाकर भारत सरकार की कल्याणकारी योजनाओं से जोड़ने का कार्य करना होगा।
20. संस्था को प्रथम भुगतान न्यूनतम 3000 स्ट्रीट वेण्डरों की ऑनलाईन प्रोफाइलिंग करने एवं संस्था द्वारा बिल प्रस्तुत करने के उपरान्त नियमानुसार प्रथम भुगतान किया जायेगा। संस्था को प्रथम 3000 प्रोफाइलिंग कार्यादेश जारी होने की दिनांक से 2 माह के भीतर संपादित करनी होगी।
21. यदि किसी कारणवश श्रमिक व मेन विथ मशीन की आवश्यकता नहीं होने पर निगम द्वारा कार्य नहीं करवाया जावेगा जिस पर संवेदक फर्म की कोई आपत्ति/उर्जदारी मान्य नहीं होगी।
22. निविदा अन्तर्गत दिये गये किसी भी कार्य को कराने या नहीं कराने का निर्णय करने हेतु नगर निगम स्वतंत्र है।
23. किसी भी निविदा को बिना कारण बताये अस्वीकृत करने का नगर निगम को पूर्ण अधिकार होगा।
24. इस निविदा से उत्तपन समस्त विवादों तथा निर्वाचन से संबंधित समस्त प्रश्न नगर निगम जयपुर हैरिटेज द्वारा निर्णित किये जायेंगे और निगम का निर्णय अंतिम होगा।
25. संतोषजनक कार्य नहीं होने की स्थिति में अनुबन्ध को किसी भी समय निरस्त किया जा सकता है तथा प्रतिभूति राशि जब्त कर ली जायेगी।
26. निविदादाता द्वारा किसी भी आइटम की दर प्रस्तुत नहीं करने पर निविदा को अपूर्ण मानकर निरस्त कर दिया जायेगा।
27. निगम द्वारा करवाये गये कार्य अनुसार ही संस्था को आनुपातिक रूप से भुगतान किया जायेगा।
28. निविदा में अंकित कार्यों को कम या अधिक भी किया जा सकता है, जो संवेदक को मान्य होगा।

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29. संस्था द्वारा विभागों से समन्वय कर भारत सरकार की कल्याणकारी योजनाओं से जोड़ने से सम्बन्धित लगाये कैम्पों में कैम्प की व्यवस्थार्थ श्रमिक एवं मैन विथ मशीन मय इन्टरनेट संवेदक संस्था को लगाना होगा।
30. संस्था द्वारा लगाए गए कार्मिकों के पहचान दस्तावेजों की सत्यापित प्रति (राशन कार्ड, आधार कार्ड, फोटो आदि) नगर निगम जयपुर हैरिटेज कार्यालय में जमा करवाना आवश्यक होगा। यदि संचालन की अवधि के दौरान किसी कार्मिक को हटाया जाता है तो उसकी सूचना नगर निगम जयपुर हैरिटेज DAY-NULM कार्यालय को भी देना आवश्यक होगा। ड्यूटी के दौरान अधिकृत कार्मिक के पास संवेदक संस्था द्वारा जारी परिचय पत्र रखना होगा।
31. संवेदक द्वारा नियोजित कार्मिकों के क्षेत्र में किये गये किसी दुर्व्यवहार/अपराध हेतु नगर निगम जिम्मेदार नहीं होगा। कार्मिकों के व्यवहार की समस्त जिम्मेदारी संवेदक संस्था की होगी।
32. संस्था द्वारा लगाये गये कार्मिकों की कर्तव्य के दौरान यदि किसी प्रकार की दुर्घटना गठित होने पर समस्त जिम्मेदारी संवेदक संस्था की होगी।
33. सफल निविदादाता द्वारा लगाये गये कार्मिकों को एक बार ऑनलाईन प्रोफाइलिंग करने हेतु प्रशिक्षित किया जावेगा।
34. सामाजिक आर्थिक ऑनलाईन प्रोफाइलिंग MOUHA भारत सरकार द्वारा निर्मित पोर्टल पर निर्धारित प्रोफार्मा में ऑनलाईन की जानी है। इस हेतु नियोजित कार्मिकों को पोर्टल पर ID प्रोफाइलिंग हेतु निगम द्वारा जारी की जावेगी।
35. निविदा दरों की वैधता बोली खोले जाने की दिनांक से 90 दिवस तक अनुमोदन हेतु मान्य होगी।
36. ऑनलाईन प्रोफाइलिंग के पोर्टल व प्रश्नों की प्रकृति की जानकारी नगर निगम जयपुर हैरिटेज की DAY-NULM शाखा के कमरा नं0 141 में ली जा सकती है।
37. निविदा में अंकित समस्त सामग्री/आईटम की दरों को जोड़ने के पश्चात् न्यूनतम दरों को L1 माना जावेगा।
38. सफल निविदादाता को स्वयं के खर्चे पर नियमानुसार राशि के स्टाम्प पेपर पर 07 दिवस में अनुबन्ध करना होगा, अनुबन्ध की एक प्रति निःशुल्क नगर निगम जयपुर हैरिटेज में जमा करानी होगी
39. संस्था का कार्य संतोषजनक नहीं पाए जाने पर 01 सप्ताह का नोटिस देकर निविदा निरस्त की जा सकती है, जिसकी जिम्मेदारी संचालनकर्ता संवेदक स्वयं की होगी।
40. संस्था को कार्य, कार्यादेश देने के 01 वर्ष के भीतर समस्त कार्य करना होगा।
41. संचालन मापदण्डों के अनुसार नहीं होने पर प्रतिदिन 500/- रुपये की कटौती की जावेगी।
42. निगम हित/जनहित में आवश्यक होने पर नगर निगम जयपुर हैरिटेज द्वारा एक सप्ताह का नोटिस देकर ठेके को निरस्त किया जा सकेगा, जिसके सम्बन्ध में कोई उर्जदारी मान्य नहीं होगी।

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43. निविदा में नियमों व शर्तों में किसी प्रकार की शिथिलता प्रदान करने का अधिकार आयुक्त नगर निगम जयपुर हैरिटेज के पास निहित होगा।
44. समस्त निविदा प्रक्रिया में नवीनतम RTPP एक्ट/नियम लागू होंगे।
45. इस ई-निविदा से संबंधित किसी भी विवाद होने की स्थिति में न्यायिक क्षेत्राधिकार जयपुर रहेगा।
46. ई-निविदा हेतु निविदादाता हेतु निर्देश एवं नियम:-
- (1) निविदा में भाग लेने वाले निविदादाता को इंटरनेट साईट <http://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> पर रजिस्ट्रेशन करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टीफिकेट "इनफोरमेशन एक्ट 2000" के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में डिजिटल साईन करने हेतु काम आयेगा निविदादाता उपरोक्त डिजिटल सर्टीफिकेट सीसीए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाताओं के पास पूर्व में वैद्य डिजिटल सर्टीफिकेट है। उनको नया डिजिटल सर्टीफिकेट लेने की आवश्यकता नहीं है। निविदादाता को निविदा प्रपत्र इलेक्ट्रॉनिक फॉरमेट में उपरोक्त वेबसाईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा, जिनके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव व्यक्तिगत/भौतिक निविदा प्रपत्र में स्वीकार्य नहीं होगा।
 - (2) ऑनलाईन निविदा निर्धारित दिनांक एवं समय पर खोली जायेगी।
 - (3) इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व, निविदादाता यह सुनिश्चित कर लें की निविदा प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन प्रतियाँ निविदा प्रपत्रों के साथ संलग्न कर दी गयी है। ऑनलाईन प्रस्तुत किये गये दस्तावेजों के अतिरिक्त कोई भी निविदा इलेक्ट्रॉनिकली जमा कराने में किसी कारण विलम्ब हो जाता है तो इसके लिये विभाग जिम्मेदार नहीं होगा।
 - (4) निविदा प्रपत्र के अनुसार चाहे गये आवश्यक दस्तावेज एवं सूचीयों को चाहे अनुसार पूर्ति कर ऑनलाईन अपलोड करेंगे।
 - (5) समस्त आवेदन निर्धारित प्रपत्र में ही करें।
 - (6) निविदा एवं निविदा के किसी भाग को बिना कारण बताये निरस्त करने का अधिकार विभाग/सक्षम अधिकारी के पास सुरक्षित/आरक्षित होगा।
 - (7) निविदा में अंकित सामग्री की मात्रा नियमानुसार बढ़ाई जा सकती है अथवा आवश्यकता अनुसार किसी भी सीमा तक घटाई जा सकती है। ऐसी स्थिति में दरों की गणना अनुपातिक रूप से कि जायेगी।

Prig



कार्यालय नगर निगम जयपुर हैरिटेज

(जलेबी चौक, बडी चौपड, जयपुर)



क्रमांक :- एफ-12/() ननिजहै / DAY-NULM / 2024-25 /

दिनांक :-

तकनीकी ई-निविदा सूचना संख्या 01 / 2024-25 प्रपत्र

- नगर निगम जयपुर हैरिटेज में पी एम स्वनिधि योजनान्तर्गत लाभान्वित पथ विक्रेताओं की "स्वनिधि से समृद्धि" कार्यक्रम के तहत सामाजिक आर्थिक ऑनलाईन प्रोफाइलिंग सर्वे व उनके परिवारों का संबंधित विभागों से समन्वय कर भारत सरकार की चिन्हित कल्याणकारी योजनाओं से जोड़ने का कार्य।
- निविदा प्रस्तुत करने वाली फर्म/सेवा एजेन्सी का नाम :-.....
- निविदा प्रस्तुत करने वाली फर्म/सेवा एजेन्सी का पता :-.....
..... फोन नं. मोबाईल नं.
- संदर्भित व्यक्ति का नाम :-..... फोन/मोबाईल नं.
- 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।
- सेवा प्रदाता एजेन्सी से सम्बन्धित तकनीकी योग्यता सम्बन्धी विवरण :-

क्र. सं.	विवरण	रजिस्ट्रेशन संख्या	वर्ष	पंजीकरण दिनांक	संलग्नक
1.	वस्तु एवं सेवा कर (GST)				
2.	आयकर (Pan No.)				
3.	फर्म की रजिस्ट्रेशन				
4	समान कार्य का कार्य आदेश व कार्य अनुभव के प्रमाण-पत्र				

निविदादाता के हस्ताक्षर

OFFICE OF THE DEPUTY COMMISSIONER (NULM)					
NAGAR NIGAM JAIPUR HERITAGE					
JALEBI CHOWK, BADI CHOPAD, JAIPUR					
<p>कार्य का नाम:- नगर निगम जयपुर हैरिटेज में पी एम स्वनिधि योजनान्तर्गत लाभान्वित पथ विक्रेताओं की "स्वनिधि से समृद्धि" कार्यक्रम के तहत सामाजिक आर्थिक ऑनलाईन प्रोफाइलिंग सर्वे व उनके परिवारों का संबंधित विभागों से समन्वय कर भारत सरकार की चिन्हित कल्याणकारी योजनाओं से जोड़ने का कार्य।</p>					
H-SCHEDULE					
ITEM No.	DESCRIPTION	QTY	UNIT	RATE	TOTAL AMOUNT
1	नगर निगम जयपुर हैरिटेज में पी एम स्वनिधि योजनान्तर्गत लाभान्वित पथ विक्रेताओं की "स्वनिधि से समृद्धि" कार्यक्रम के तहत सामाजिक आर्थिक ऑनलाईन प्रोफाइलिंग सर्वे का कार्य	17770	Nos. (Per profiling)		
2	मैन विथ मशीन मय इन्टरनेट (शिविर हेतु)	50	Per Day (Per man with machine)		

उपरोक्त दरें सभी करों सहित देय होगी।

निविदादाता के हस्ताक्षर व मय मोहर

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

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.

- (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 Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

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

Place

Date

Appellant's Signature

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 invalid 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 of 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.