



# कार्यालय नगर निगम, जयपुर हैरिटेज

(पुराना पुलिस मुख्यालय भवन हवामहल के पीछे, बड़ी चौपड़, जयपुर)

क्रमांक:- एफ 35 ( )राजस्व मुख्यालय/ननिज (हैरिटेज)/2024/ दिनांक:-



## E- BID NOTICE NO. 01 /2024-25

**Enclose In Bid Document**

Detailed NIB	
Name & address of the procuring entity	<ul style="list-style-type: none"><li>➤ Nagar Nigam Jaipur Heritage</li><li>➤ Address: Revenue Officer (HQ) Old PHQ Building, Behind Hawamahal, Badi Chopar Jaipur.</li></ul>
Subject matter of procurement	Tent Work Arrangement Annual Rate Contract In Nagar Nigam Jaipur Heritage for year 2024-25
Bid procedure	Single-Stage Two Part (Envelope) Open Competitive E-Bid
Bid evaluation criteria (selection method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading bidding document, corrigendums, addendums, etc.	websites: <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , <a href="http://www.jaipurmcheritage.org">www.jaipurmcheritage.org</a>
Website for online bid application Participation and payment *	<ul style="list-style-type: none"><li>➤ Website: <a href="http://www.jaipurmcheritage.org">www.jaipurmcheritage.org</a></li><li>➤ For participating in the bid, the bidder has to apply for this bid and pay the bidding document fee, RISL processing fee online and bid security only.</li></ul> <p>Bidding Document Fee: Rs.2360.00 (Rupees Two Thousand Three Hundred Sixty Only) With 18% GST.</p> <ul style="list-style-type: none"><li>• RISL Processing Fee: Rs. 2000.00 (Rupees Two Thousand Only).</li><li>• Bid Security Rs.4,00,000/-</li></ul>
Estimated procurement cost	➤ INR 02 Cr. (Rupees Two Crore Only)
Bid security deposit	➤ INR Rs.4,00,000/- (Rupees Four Lacs Only)
Applying bid and making online payment on Nagar Nigam portal ( <a href="http://www.jaipurmcheritage.org">www.jaipurmcheritage.org</a> )	➤ Start Date & Time: 02.07.2024
Bid submission on e-procurement portal of GOR ( <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )	➤ Start Date & Time: 02.07.2024 ➤ End Date & Time: 22.07.2024
Date/ time/ place of technical bid opening	➤ Date & Time: 23.07.2024 ➤ Nagar Nigam Jaipur Heritage
Date/ time/ place of financial bid opening	➤ Will Be Intimated Later To The Technically Qualified Bidders
Bid validity	➤ 90 Days From The Bid Opening Date

\* Nagar Nigam Jaipur Heritage has decided to receive bid fee, bid security and RISL processing fee online through Nagar Nigam Jaipur Heritage website/portal.


**REVENUE OFFICER (HQ)**  
**NAGAR NIGAM JAIPUR HERITAGE**

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## A. Terms & conditions for E-bid and contract

1. E-Bid is hereby invited for hiring of Arrangement of Tent Works, items/ goods and services as per enclosed list from experienced bidders.
2. Bid documents is consisting of detailed, complete specifications of the various goods & services to be supplied. The set of terms & conditions for bid to be complied by the bidders, whose bid may be accepted. It can be seen or downloaded from web site [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), <http://www.sppp.rajasthan.gov.in> & [www.jaipurmheritage.org](http://www.jaipurmheritage.org)
3. The Bid is related to yearly rate contract. Only rate of hiring various goods items & services of tent work is to be approved for one year and supply goods and services of tent work order shall be given to the successful bidder according to demand, which is arised time to time during the year. Bidder has supply and make available of goods, items and services of tent work according to time schedule mentioned in supply provide goods and services order.
4. The approved rates of hiring for goods & services of tent work shall be remain stable. No any increase in approved rate should be acceptable during contract period. fall in rates shall be subject matter as per rule 29(2h) of RTPP Rules 2013.
5. Bid should be submitted only in electronic format which can be seen & obtained from the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), <http://www.sppp.rajasthan.gov.in>, [www.jaipurmheritage.org](http://www.jaipurmheritage.org) The sale of Bid forms will start from as per scheduled program prescribed in NIB. It should be ensured that all the payments regarding the bid fees, bid security, RISL fee etc. are to be paid only through online payment on website [www.jaipurmheritage.org](http://www.jaipurmheritage.org), before submission Date and time. Bid will be accepted as valid when above payment receipt scanned copy will be uploaded on the [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
6. Payments will not be accepted in the forms of DD/Cheque or any other format.
7. Annexure A,B & D are also attached with the bid Firms are suppose to read throughly and fill as and where required.
8. The Performance security as per RTPP rules-2013 shall be deposited by successful bidder within fifteen days after issuing of Letter of Acceptance in the form of BC/ BG/ Cash/ FDR etc.
9. If the bidder does not submit performance security within 15 days from the date of communication of acceptance of his Bid, Bid security shall be liable to be forfeited.
10. Performance security which is equal to 5% of total value of work will be deposited by the successful bidder. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after one month of successful completion of the contract.
11. The acceptance of a Bid will rest with the competent authority (Commisioner, Nagar Nigam Jaipur Heritage) who does not bind itself to accept the lowest Bid and reserves to itself the Authority to reject any or all of the Bids received without assigning any reasons.
12. No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.
13. All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain overwriting in figures of words or corrections not initialed and dated, will be liable to rejection.
14. Each and every paper enclosed with bid shall be duly digital signed by the bidder.
15. Rajasthan transparency in Public procurement act 2012 and Rajasthan transparency in procurement rules 2013 will be applicable.

  
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16. The bidder must be a registered entity as a proprietorship/partnership firm or a private limited company under the Indian Companies Act or a society or cooperative society registered under the respective Acts.
17. The bidder shall not be debarred by any department of state/central government or blacklisted by any govt. Department, A self declared and attested affidavit on non judicial stamp of Rs. 50/- shall be submitted by bidder in technical bid for it. Incapable of completing works as per work order, shall be treated disqualified technically.
18. The bidder must have at least average annual turnover in Per Financial Year of Rupees 01.00 Crore of last five financial years, i.e. years, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23. The copies of audited accounts and a certificate of the statutory auditors of the organization to this effect will have to be attached with technical bid.
19. The bidder must be registered for goods and services tax and a copy of the GST registration certificate and Copy of GST Return 3b and GST R1 up to 31.03.2024 shall be uploaded in technical bid document.
20. The bidder must have PAN number issued by income tax department, the copy of PAN card no. must be enclosed with the technical bid.
21. The bidder must have own office & godown of tent work related goods/items in Jaipur city premises.
22. The bidder must have a dedicated team of experienced personnel required for providing the services in Jaipur.
23. Bid Security equal to 2% of the total estimated value of work will be deposited by bidder.
24. Conditional bid will not be considered and liable to rejection.
25. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the firm in Indian Rupees.
26. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account number, IFSC Code and forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected firm,
27. The rates should be valid for up to the period of the contract i.e. for one year however the services may be extended on the basis of satisfactory work of firm and mutual consent of both parties (Nagar Nigam & bidder) as per RTTP Rules, 2013.
28. Bids submitted by the bidders shall remain valid for the period of 90 days from the date of opening the bids.
29. The technical and financial bid offers will be submitted online in separate envelopes on eproc portal.
30. Technical bids will be opened first and evaluated and the financial bid will be opened of the technically qualified bidder. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents. It will be considered as technical part of the bidding process.
31. Department would not be compulsory to give work order to 1 Bidder and Department can give order separately Item wise to Different Bidders( as per Lowest Rate Basis).
32. List of technically qualified bidder will be uploaded on eproc portal. Financial bid of only technical qualified firms will be opened.
33. Selected firm will have to sign an agreement with Nagar Nigam Jaipur Heritage on non judicial stamp paper as required in rules.
34. The agreement between the firm and Nagar Nigam Jaipur Heritage may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety &

  
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creative standards of the work or violates any of the conditions stipulated by the Nagar Nigam Jaipur Heritage. the performance security should be forfeited in such case.

35. The bid document shall be E-signed by authorized signatory of the submitting firm on eproc portal.
36. Bids received after the due date and time will not be considered and liable to rejection.
37. Termination: Nagar Nigam Jaipur Heritage terminate the contract of bidder in case of the occurrence of any of the events specified below:
  - I. If the Agency becomes insolvent or goes into compulsory liquidation.
  - II. If the Agency, in the judgment of Nagar Nigam Jaipur Heritage has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - III. If the Agency submits to the Nagar Nigam Jaipur Heritage false statement which has a material effect on the rights, obligations or interests of Nagar Nigam Jaipur Heritage.
  - IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Nagar Nigam Jaipur Heritage.
  - V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Nagar Nigam Jaipur Heritage shall give a written advance notice before terminating the Contract of firm
38. Wherever specific terms and conditions have not been spelt out in bid document, General Finance and Accounts Rules, RTPP Act, 2012 and RTPP Rules 2013 of the state government shall apply.
39. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
40. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
41. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF & AR and as decided by Nagar Nigam Jaipur Heritage.
42. The bidder should quote rates including transportation & installation charges, T&P, FOR etc. required for completion of event. No extra payment other than agreed payment as quoted by contractor (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Nagar Nigam Jaipur Heritage. GST will be paid extra as per applicable.
43. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
44. Rejection:
  - I. Articles not approved during inspection or testing shall be rejected and shall have to be replaced by the bidder at his own cost within the time fixed by Nagar Nigam Jaipur Heritage.
  - II. If, however due to exigencies of Government work, such replacement either in whole or in part is not feasible, after giving an opportunity to the bidder of being heard, the department will deduct a suitable amount from the approved rates. The deductions so made shall be final.
45. The rejected goods/items shall be removed by the bidder immediately for which department shall not be responsible for any loss. Shortage or damage will be at the bidder's Risk and on his account.
46. Firms failed to provide quality services/works in any Govt. Department, incapable of completing works as per work order, shall be treated disqualified technically.
47. Forfeiture of bid security: The bid security will be forfeited in the following cases:
  - I. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.

  
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- II. When bid does not execute the agreement if any, prescribed within the, specified time.
  - III. When the bidder does not deposit the performance security after the LOA given.
  - IV. When he fails to commence the work within the time prescribed.
  48. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Commissioner, Nagar Nigam Jaipur Heritage, whose decision shall be final.
  49. All legal proceedings, if necessary arise to institute by any of the parties (Nagar Nigam Jaipur Heritage or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
  50. Goods & Services shall be made available at the place/destination specified in the work order.
  51. For any clarification, the interested agency may meet the undersigned or queries can be sent through mail at mchq.jaipurmc@gmail.com addressed before last bid submission date & time.
  52. Annexure A, B, C& D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
  53. Force Majeure:
    - I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the state. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's 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 being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations here under. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
    - II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory 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.
  54. Jurisdiction :The contract shall be governed by laws of Rajasthan/India and all rules on purchase matter issued from time to time and in force for the time being are applicable to this contract bid.
  55. The Nagar Nigam Jaipur Heritage is not bound to accept any bid or assign any reason for non- acceptance. The Commissioner, Nagar Nigam Jaipur Heritage, reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
  56. The first appellate authority will be Director, Local Self Department) and the second appellate authority will be Secretary Local Self Department.
- I/ We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.

  
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Signature of bidder with seal




## B. टैन्ट सामान किराये पर लेने के कार्य हेतु दर सविदा की अतिरिक्त शर्तें वर्ष 2024-25

नगर निगम, जयपुर हैरिटेज द्वारा आयोजित किये जाने वाले राज्य स्तरीय कार्यक्रमों, समारोह, समीना, उत्सव, कैम्पो, पर्व व अन्य कार्यक्रमों हेतु टैन्ट सामान किराये पर लेने के कार्य हेतु दर सविदा के आधार पर कार्य की अतिरिक्त शर्तें निम्न प्रकार हैं-

- स्वीकृत दरों के आधार पर सफल बोलीदाता को कार्यालय द्वारा जारी आदेशों एवं निर्देशों के अनुसार संलग्न निर्दिष्ट स्थान पर निर्दिष्ट सामान उपलब्ध कराना होगा। सामान लाने व ले जाने के लिए अलग से कोई चार्ज/किराया/भाडा देय नहीं होगा। जारी आदेशों एवं निर्देशों के अनुसार व्यवस्था नहीं होने पर अनुबंध रद्द किया जा सकेगा तथा क्षतिपूर्ति के रूप में सफल बोलीदाता की जमा अमानता राशि एवं सुरक्षा राशि (कार्य संपादन प्रतिभूति) जप्त की जा सकेगी। यदि नगर निगम कार्यालय द्वारा जारी आदेशों के अनुसार सामान सप्लाई नहीं करता है, तो 5000/-रु. प्रति आदेश प्रतिदिन जुर्माना देय होगा तथा उक्त कार्य बाजार की दरों पर कराया जावेगा तथा अन्तर की राशि सफल बोलीदाता से वसूल की जावेगी।
- सफल बोलीदाता/अनुबंधकर्ता द्वारा अनुबंध को किसी अन्य फर्म को सबलेट नहीं किया जा सकेगा।
- संवेदक द्वारा आदेशानुसार उपलब्ध कराये जाने वाले सामान सुरक्षा की जिम्मेदारी स्वयं की होगी। सामान के गुम हो जाने या खराब हो जाने पर कोई दावा स्वीकार्य नहीं होगा।
- आदेशित गये सामान की मात्रा में अंतिम समय तक कमी/बढ़ोतरी करने का पूर्ण अधिकार नगर निगम, जयपुर हैरिटेज का होगा। आदेशों के बिना लगाये गये सामान का भुगतान देय नहीं होगा।
- यह बोली वार्षिक दर सविदा के लिए की जा रही है। वर्ष भर में स्वीकृत दरों के आधार पर निगम आवश्यकतानुसार कार्य करा सकेगा।
- ऑनलाईन बिड प्रस्तुत करने में किसी भी कारण से देरी के लिए नगर निगम, जयपुर हैरिटेज की कोई जिम्मेदारी नहीं होगी। अतः बोलीदाताओं से अनुरोध है कि इन्टरनेट संबंधी खामियाँ जैसे स्लो-स्पीड, चौकिंग ऑफ वेबसाइट से बचने हेतु यथा समय पूर्ण बोली दस्तावेज अपलोड करें।
- बोलीदाता को फर्म/गोदाम का पूर्ण पता टेलीफोन/मो0 नं0 बोली प्रपत्र में यथा स्थान अंकित करना होगा। अनुबंध अवधि में टेलीफोन/मो0 नं0/पते आदि में परिवर्तन होने की स्थिति में तुरंत नगर निगम, जयपुर हैरिटेज को सूचित करना होगा। अनुबंध किये जाने से पूर्व/पश्चात उपापन समिति अथवा उनके प्रतिनिधियों को बोलीदाता फर्म के गोदाम/कार्यालय के निरीक्षण का पूर्ण अधिकार होगा।
- कार्य की तात्कालिकता को देखते हुए दूरभाष पर भी कार्य आदेश दिये जा सकेंगे, जो कि सफल बोलीदाता को मान्य होंगे। जिसकी पुष्टी के बाद में कार्यदेश जारी किये जा सकेंगे।
- नगर निगम के निर्देशानुसार टैन्ट व्यवस्था करने के लिए अनुबंधकर्ता को स्वयं के कार्मिक उपलब्ध करवाने होंगे, जो टैन्ट व्यवस्था सामग्री का उपयोग होने के समय तक उपस्थित रहेंगे तथा समुचित रूप से कार्य (operational) तैयार स्थिति में रखेंगे। टैन्ट व्यवस्था के दौरान होने वाले किसी प्रकार की जान-माल की क्षति होती है, तो नगर निगम क्षतिपूर्ति का जिम्मेदार नहीं होगा एवं समस्त जिम्मेदारी संवेदक की होगी।
- बोलीदाता द्वारा तकनीकी बोली में केन्द्र सरकार/राज्य सरकार के अधीन किसी भी विभाग में गत 5 वर्षों (2018-19 से 2022-23) में से कम से कम 03 वर्षों में समान प्रकृति के कार्य के अनुभव का साक्ष्य देना अनिवार्य होगा। अन्यथा बोलीदाता की बोली अस्वीकृत कर दी जायेगी।
- इस करार से उत्पन्न समस्त विवादों तथा इस करार के निर्वचन से संबंधित समस्त प्रश्न नगर निगम, जयपुर हैरिटेज द्वारा निर्णित किये जायेंगे। और नगर निगम का निर्णय अंतिम होगा।
- विवाद होने की दशा में न्यायिक क्षेत्र जयपुर शहर होगा।
- बोली पूर्व स्पष्टीकरण के संबंध में किसी प्रकार की जानकारी/स्पष्टीकरण राजस्व अधिकारी (मुख्यालय), शाखा से किया जा सकता है।
- राज्य सरकार व नगर निगम द्वारा समय-समय पर दिये गये आदेश/निर्देश मान्य होंगे।
- आयुक्त, नगर निगम, जयपुर हैरिटेज द्वारा अनुबंध की अवधि के दौरान किसी भी कारण से अवगत कराते हुए या बिना कारण अवगत कराये 30 दिवस का नोटिस देकर अनुबंध को समाप्त किया जा सकता है इस संबंध में अनुबंधकर्ता को किसी प्रकार का हर्जा-खर्चा नहीं दिया जायेगा।
- राजस्थान लोक उपापन पारदर्शिता अधिनियम-2012 प्रावधानों के अनुसार बोलीकर्ता संस्था के अधिकारियों/कार्मिकों द्वारा एवं समस्त बोलीदाताओं द्वारा सत्यनिष्ठा संहिता की पालना किया जाना अनिवार्य होगा।
- बोलीदाता द्वारा सभी आइटम की दरे प्रस्तुत करना आवश्यक है।
- सामान लाने ले जाने एवं लगाने में टूटफूट एवं अचानक घटित दुर्घटना में नगर निगम की कोई जिम्मेदारी नहीं होगी।

राजस्थान लोक उपापन पारदर्शिता अधिनियम-2012 एवं 2013, सामान्य वित्तीय एवं लेखा, नियम में वर्णित प्रावधान एवं राज्य सरकार एवं नगर निगम, जयपुर हैरिटेज द्वारा समय-समय पर जारी किये जाने वाले दिशा-निर्देश/आदेश जो इस बोली हेतु प्रासंगिक हो नगर निगम, जयपुर हैरिटेज एवं सफल बोलीदाता द्वारा मान्य एवं बाध्यकारी होंगे।

  
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नाम:-.....

पता:-.....


टेलीफोन/दूरभाष.....

ई-मेल :-.....



- C. नगर निगम जयपुर हैरिटेज द्वारा कराये जाने वाले राज्य स्तरीय कार्यक्रमो, समारोह,उत्सव, पर्वो, कैम्पो व अन्य कार्यक्रमों में टेन्ट संबधित सामान किराये पर लेने हेतु वार्षिक दर बोली हेतु बोलीदाता की आवश्यक तकनीकी योग्यताएँ:-

क्र.सं.	आवश्यक योग्यताएँ	वांछित प्रपत्र
1.	बोलीदाता/फर्म का नाम, पता, टेलीफोन नंबर, फैक्स एवं ई-मेल एवं गोदाम एवं ऑफिस का पता मय पूर्ण विवरण सहित।	बोलीदाता को संस्था के लेटर हैड पर पूर्ण विवरण अंकित कर हस्ताक्षर कर संलग्न करना है।
2.	फर्म का स्वयं का टैन्ट सामान का गोदाम होना चाहिए।	स्वयं के गोदाम का पूर्ण पता अंकित करते हुए बोलीदाता द्वारा राशि रु 50/- के नॉन ज्युडिशियल स्टाम्प पर स्व-प्रमाणित कर शपथ-पत्र संलग्न करना होगा।
3.	बोलीदाता को किसी राजकीय विभाग संस्था, निगम, बोर्ड, कार्पोरेशन में गत 5 वर्षों (वर्ष 2018-19 से 2022-23 तक) में से कम से कम 3 वर्षों में टैन्ट सामान व्यवस्था उपलब्ध कराने का कार्यानुभव होना आवश्यक है।	बोलीदाता को निर्धारित वर्षों में से कम 3 वर्षों के कार्यादेश, अनुभव प्रमाण-पत्र/संतोषजनक कार्य का प्रमाण पत्र संलग्न करने होंगे।
4.	बोलीदाता को किसी विभाग बोर्ड, कार्पोरेशन प्राधिकरण/निगम/सरकारी/ अर्द्धसरकारी कार्यालय द्वारा बोली की दिनांक से गत 3 वर्षों में अयोग्य घोषित नहीं होना चाहिए।	बोलीदाता को राशि 100/- के नॉन ज्युडिशियल स्टाम्प पर अयोग्य घोषित नहीं करने का स्व-प्रमाणित शपथ पत्र संलग्न करना होगा।
5.	बोलीदाता का पेन नंबर होना आवश्यक है।	बोलीदाता को पेन कार्ड की स्व-प्रमाणित छायाप्रति संलग्न करनी है।
6.	फर्म/स्वामी/साझेदार का GST No. प्राप्त किया गया हो एवं बोलीदाता फर्म के विरुद्ध GST बकाया नहीं होना चाहिए।	GST Registration number की स्व-प्रमाणित छायाप्रति संलग्न करनी है एवं Latest Month 31.03.2024 GST रिटर्न की प्रति संलग्न करें।
7.	बोलीदाता का 5 वित्तीय वर्ष 2018-19 से 2022-23 वर्ष का औसत टर्नओवर (Average Turnover) राशि रुपये 01.00 करोड़ का होना चाहिए।	वित्तीय वर्ष 2018-19, 2019-20, 2020-21 एवं 2021-22, 2022-23 के सनदी लेखाकार द्वारा अंकेक्षित लेखों की छायाप्रतियाँ/ टर्नओवर संबंधी प्रमाण पत्र संलग्न करना होगा।
8.	ANNEXURE A,B,C,D संलग्न करें।	बोली आमंत्रण, सूचना प्रपत्र के साथ संलग्न अनुलग्नक A,B,C एवं D बोलीदाता/अधिकृत प्रतिनिधि के द्वारा हस्ताक्षरित कर संलग्न करें।

  
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नाम:-.....

पता:-.....

टेलीफोन/दूरभाष.....

ई-मेल :-.....




D. नगर निगम जयपुर हैरिटेज द्वारा कराये जाने वाले राज्य स्तरीय कार्यक्रमो, समारोह,उत्सव, पर्वा, कैम्पो व अन्य कार्यक्रमों में टेन्ट संबंधित सामान किराये पर लेने हेतु वार्षिक दर बोली वर्ष 2024-25 कार्य हेतु "वित्तीय प्रस्ताव प्रारूप"

H-SCHEDULE		Rate to be Qouted		
S.No	Particulars	Qty.	Unit	Rate to be qouted
<b>Chairs :</b>				
1	PVC chair			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
2	Steel pipe pedded chair			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
<b>Tables :</b>				
3	Centre Table sunmica Top 2'x4'			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
4	wooden table 6' x 1½ (Babool)			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
5	Wooden Table 6' x 3' (Babool)			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
<b>Floor Covering :</b>				
6	Cotton Durry (Old).			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
7	Cotton Durry (New).			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
8	Non woven synthtic carpet (Red/Green) (New)			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
9	Non woven synthtic carpet (Red/Green) (old)			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
10	Woolen Carpet			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
11	White Cotton chader (Sheet) (Washed)			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
12	Pipe Pandal hight up to 12 to 18 ft			
(i)	Ist day	1.00	Sqm	

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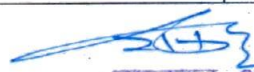


(ii)	Subsequent day	1.00	Sqm	
13	5mm Galvanised Iron (G.I) pipe 6mtr. long with new silk color flag			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
14	Cotton mattress			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
15	Dunlop mattress size 6'x3'.			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
16	Massand with white cover.			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
17	Speech Stand having Sunmica top.			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
18	White cotton cloth cover for padded chair including ribbon.			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
19	Barricating with Sal ballies as per design including tying with vertical post by coconut strings complete in all respect with two horizontal members hght 1.2 m upto 1.5 m above ground level and vertical supports up to 2.5 centre and for 3 days period incl.	1.00	RM	
20	Add extra in barricating for each subsequent day after 3 days.	1.00	RM	
21	Making of holes in cement concrete / Bitumen us road by power driven hammer for barricating work as per direction of Engineer in charge.	1.00	Each	
22	VIP Chair leather cushion.			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
23	Add extra for hire charge for providing welded mesh size 25x25mm (16SWG) over barricating (excluding hire charge of barricating).			
(i)	1st day	1.00	RM	
(ii)	Subsequent day	1.00	RM	
24	Kanat 9'x6' fixed with tent			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
25	Kanat 9'x6' fixed without tent			
(i)	1st day	1.00	Each	
(ii)	Subsequent day	1.00	Each	
26	water proof tent with pipe pandal supported with Bamboo and Balli frame.			
(i)	1st day	1.00	Sqm	

  
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(ii)	Subse quent day	1.00	Sqm	
27	curtain cloth (View cutter) made out of steel pipe frame with vertical height 12 feet covering with good quality white cloth to cut view including making holes and made necessary strengthening support against wind pressure complete.			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
28	Jhalar/Frill.			
(i)	Ist day	1.00	sqm	
(ii)	Subse quent day	1.00	sqm	
29	Rajai Full Size.			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
30	Gate pipe.			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
31	Stage Pletform. 4' hieght			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
32	Stage Pletform. 1 ½' hieght			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
33	Mist fan.			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
34	Desert cooler			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
35	Padestal Fan.			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
36	Tank. 200 ltr. drum			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
37	Jumbo Cooler.			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
38	water proof pandal on bans balli structure			
(i)	Ist day	1.00	Sqm	
(ii)	Subse quent day	1.00	Sqm	
39	Iron pipe bearicating.			
(i)	Ist day	1.00	mtr.	
(ii)	Subse quent day	1.00	mtr.	
40	Gas heater with celinder			
(i)	Ist day	1.00	Each	
(ii)	Subse quent day	1.00	Each	
41	Heritage printed canopy in various size			

  
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(i)	1st day	1.00	Sqft.	
(ii)	Subsequent day	1.00	Sqft.	
42	Water proof truss			
(i)	1st day	1.00	Sqft.	
(ii)	Subsequent day	1.00	Sqft.	
43	Providing & Placing without intermediate (Support dome type superstructure of iron frame of 30' height at middle and 10' height at ends including new white ceiling cloth and jhallar on outer periphery including water proof tarpal at top to be cemented with white clothing complete)			
(i)	1st day	1.00	Sqft.	
(ii)	Subsequent day	1.00	Sqft.	
44	White leather/velvet sofa for V.V.I.P. (2 Seater/ 1 Seater)			
(i)	1st day	1.00	Nos.	
(ii)	Subsequent day	1.00	Nos.	
45	White masking on bottom frame in various size			
(i)	1st day	1.00	Sqft.	
(ii)	Subsequent day	1.00	Sqft.	
46	Wooden Platform on 6 Inch height			
(i)	1st day	1.00	Sqft.	
(ii)	Subsequent day	1.00	Sqft.	
47	Machan on Iron & wooden bams-balli frame on 10 feet to 12 feet height			
(i)	1st day	1.00	Sqft.	
(ii)	Subsequent day	1.00	Sqft.	
48	Water proof Dom with truss steel structure, inner ceiling & curtains on 90' span			
	1st day	1.00	Sqm	
	Subsequent day	1.00	Sqm	
49	Truss pandal with covering fit from 14 ft. to 18 ht.			
	1st day	1.00	Sqft	
	Subsequent day	1.00	Sqft	
50	Truss in width fit from 20 ft. to 40 ft.			
	1st day	1.00	Sqft	
	Subsequent day	1.00	Sqft	
51	Providing mobile toilets on hire charges basis mounted with one WC should be fitted with stainless steel pressure jet flushing system effluent tank and fresh water tank having capacity not less than 420 liters and 130 liter respectively. There should be toilet paper holder with paper roll and soap with a scap disc and washbasin having pressure jet pump and waste pipe of wash basin should be deployed of each toilets for cleaning upkeement during function including loading, unloading carriage & placing in position & emptying the tank when ever required ect. all complete as per direction of engineer-in-charge. (Rate are including tax.)			

  
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	Ist day	1.00	Each Per day unit
	Subse quent day	1.00	Each Per day unit
52	Kanati fixed with Tent (15'x6')		
	Ist day	1.00	Each
	Subse quent day	1.00	Each
53	Kanati fixed with out Tent (15'x6')		
	Ist day	1.00	Each
	Subse quent day	1.00	Each
54	German hanger/aluminium dome		
	Ist day	1.00	Per Sqft.
	Subse quent day	1.00	Per Sqft.
55	Chunnat masking		
	Ist day	1.00	Sqft. Per day
	Subse quent day	1.00	Sqft. Per day
56	Trussgate		
	Ist day	1.00	Each
	Subse quent day	1.00	Each
57	Optnan stall Size (3mtr.x3mtr.)		
	Ist day	1.00	Each Per day
	Subse quent day	1.00	Each Per day
58	Iron frame platfrom with 18mm plywood on top in various sizes.		
	Ist day	1.00	Sqft. Per day
	Subse quent day	1.00	Sqft. Per day
59	Printed non woolen carpet		
	Ist day	1.00	sqft
	Subse quent day	1.00	sqft
60	Teen wall (Iron)		
	Ist day	1.00	sqft
	Subse quent day	1.00	sqft
61	Octnum table size 2'x2.5'		
	Ist day	1.00	Nos
	Subse quent day	1.00	Nos
62	Tight cloth masking		
	Ist day	1.00	sqft
	Subse quent day	1.00	sqft
63	Iron/steel railing infront of stage		
	Ist day	1.00	rft
	Subse quent day	1.00	rft
64	Supremo red valvet chair for VVIP		
	Ist day	1.00	Nos

  
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	Subse quent day	1.00	Nos	
65	Iron sheet table size 2'x6'			
	Ist day	1.00	Nos	
	Subse quent day	1.00	Nos	
66	Mojobarricating in iron frame			
	Ist day	1.00	sqft	
	Subse quent day	1.00	sqft	
67	Steelness steel/Acrylilc podium for VVIP			
	Ist day	1.00	Nos	
	Subse quent day	1.00	Nos	
68	Green Net Covering on Bas Balli Frame Structure			
(i)	Ist day	1.00	sqft	
(ii)	Subse quent day	1.00	sqft	
	<b>Total Amount</b>			

1. दरें प्रति आईटम प्रस्तुत की जानी है।
2. उक्त सभी टैन्ट सामान को लगाने हेतु सहयोगी कर्मचारी बोलीदाता द्वारा उपलब्ध कराया जावेगा, जिसका पृथक से कोई भुगतान नगर निगम, जयपुर हैरिटेज द्वारा देय नहीं होगा।
3. कैम्प अवधि में जो कार्यादेश दिया जावेगा, वह सम्पूर्ण कार्य अवधि के लिए दिवसों की गणना मानी जाएगी।
4. GST (वस्तु एवं सेवा कर) अलग से यथा लागू देय होगा।

  
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बोलीदाता के हस्ताक्षर

नाम:-.....

पता:-.....

टेलीफोन/दूरभाष.....

ई-मेल :-.....



## **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 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 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.