OFFICE OF THE NAGAR NIGAM
HERITAGE JAIPUR

निगम मुख्यालय स्थित मलेरिया स्टोर में टेमाफास 50 प्रतिशत ई.सी. I.S 8498—1977 क्रय हेतु।

वर्ष 2023—2024

बोली प्रपन्न

बोलीदाता के लिये दिशा—निर्देश
A - बोली की शर्तें

1. टेमाकास 50 % EC IS 8498-1977 के संधिक्रियायत एवं उसके संशोधनों के अनुसार 2 से 10 लीटर तक वाद में सरपाई कराना होगा।
2. टेमाकास 50 % EC IS 8498-1977 की संरचना विषमासुर करना आवश्यक है।
   (i) टेमाकास टेत्राकल - 55.55 प्रतिशत भार/भार
   (ii) उन्नीसा तितल (रोगीआयुक्त/रोगीआयुक्त) - 05.00 प्रतिशत भार/भार
   (iii) स्वास्थ्य - 39.45 प्रतिशत भार/भार
3. उत्पाद नाम: N.V.B.D.C.P से पुनर्मित होना चाहिए अनुपमा बोली के साथ संलग्न करनी होगी।
4. तस्करी का C.I.B रिक्स्ट्रेटन बोली के साथ प्रस्तुत करना होगा।
5. बोलीदाता को कर्मचारी की वैद्यकाशिक विशेष ज्ञानकार्य व वैद्यकाशिक विशेष के विषय के लाइसेंस/अनुबंध पत्र की प्रति प्रस्तुत करनी होगी।
6. बोलीदाता फर्म अनुपमाकाशिक/सत्यायाम या रज्जा सरकार/केंद्र सरकार/भारत विभाग, जयपुर में डिजिस्ट्रो हो बोली के भाग में भाग ले सकती है।
7. बोलीदाता को शुल्क दर व जी.एस.टी. (RTPP Rules 58(c) में संशोधन के अनुसार) अनुग्रह-अनुग्रह दर दर्ज करें।
8. टेमाकास 50 % EC IS 8498-1977 के वाद बाजार फाइल्स/परिवार विभाग, केंद्र सरकार अवधा राज्य सरकार की विभागीय या इसके द्वारा अधिकृत प्रोग्रामात्मक को प्रस्तुत करनी होगी।
9. एक वर्ष के अंदर टेमाकास 50 % EC IS 8498-1977 की शर्त और आवश्यकता होने पर RTPP नियम के अनुरूप बोली का 50 प्रतिशत मात्र इसी दर सरपाई करना होगा। बोलीदाता द्वारा सरपाई करने से भ्रम नहीं किया जाएगा।
10. बोलीदाता फर्म का GST नवर्थ व आवकर विभाग का PAN जमबर हो।
11. बोलीदाता को आवकर पंजीकृत/प्रोपरसीट का पेय नवर्थ संलग्न करना होगा।
12. सरकार प्रकाश के केंद्र/राज्य सरकार के कार्य का दायित्व आर्थिककार्य का होगा।
13. भर्ती होने की दशा में पार्टिशन दौड़ फोनिफिकेशन/पार्टिशन अधिक अवधा अथवा एक मात्र प्रोपरसीट होने की दशा में ऐसा अवधा का श्रेय पत्र प्रस्तुत करना होगा।
14. बोलीदाता को प्रप्रतियोगिता करने का अधिकार देने के प्रति अप्रत्याशित करना होगा।
15. बोलीदाता के प्रप्रतियोगिता करने का अधिकार देने पर अभावता राशि जतन कर जाने॥
16. किसी रज्जा/केंद्र सरकार अवधा अथवा किसी भी शास्त्रीय प्रतियोगिता द्वारा क्रम प्रतियोगिता की अनुपालना नहीं करने के कारण बेचक दिस्केट, अवधा अथवा इसके में विस्तारित न होने का श्रेय पत्र बोलीएं श्रेय पत्र के साथ संलग्न करना अधिकारियों को।
17. बोलीदाता फर्म को बोलीदाता फर्म अवधा ज्याकार्यवाल शर्तों की गत 03 वर्षों में सरकारी या अर्थ सरकारी संस्था में सरपाई किये गये टेमाकास 50 % EC IS 8498-1977 के आदेशों की प्रति संलग्न करनी होगी।
18. जयपुर नगर विभाग को किसी भी बोली अवधा समस्त बोली को किसी कारण बताये विस्तार करने का अधिकार होगा।
19. बोलीदाता की कोई शर्त विकृत नहीं कर ली जाओगी।
20. बोलीदाता उन्नीसा प्राप्त करने में अनुभव रहता है अथवा अनुभव शर्तों का उल्लंघन करता है तो अभावता राशि जतन कर ली जाएगी।
21. इस दर से कम दर पर किसी अन्य अवधा अथवा टेमाकास 50 % EC IS 8498-1977 सफल मात्र की गई है इसका प्रति प्रस्तुत करना होगा।
22. बोलीदाता को बोली के साथ विषमासुर अभावता राशि जतन करनी होगी।
23. सरकार प्रकाश द्वारा 50 सेंट सुसंग्रह उपमूल्य (मास्क, चश्मा, दस्तान, कप, टी-शर्ट आदि) विशुद्ध उपलब्ध कराने होंगे।
24. बोलीदाता को टेमाकास 50 % EC IS 8498-1977 सफल का विषमासुर अनुभव कराना होगा।
25. दस्तान/विवाह में होने वाले समस्त प्रकाश के व्यापारिक/व्यापारिक विवाहों के लिए क्षेत्राधिकार जयपुर महानगर में रिस्इट व्यवसाय में लित प्रतियोगिता होगा.
<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>विवरण</th>
<th>प्रस्तुत दस्तावेजों का विवरण</th>
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<tr>
<td>1.</td>
<td>कार्य का नाम</td>
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<td>3.</td>
<td>फर्म का पता व मोबाइल नंबर</td>
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<td>4.</td>
<td>फर्म की ई-मेल आईडी</td>
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<td>5.</td>
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<td>6.</td>
<td>फर्म का रजिस्ट्रेशन का विवरण</td>
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<td>वस्तु एवं सेवा कर (जीईसटी)</td>
<td>आय कर (पैन नंबर)</td>
</tr>
<tr>
<td>7.</td>
<td>फर्म के विलियम किसी भी प्रकार की देखता बकायां नहीं है तथा फर्म भेक हिस्टर नहीं होने के संबंध में शाश्वत–पत्र संलग्न करना है।</td>
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<tr>
<td>8.</td>
<td>फर्म होने की दशा में पार्टनरशिप डीज़ शरीफलिकेट/पावर ऑफ अन्य अथवा एक भारतीय प्रोपराइज़र होने की दशा में इस आश्वास का शाश्वत पत्र प्रस्तुत करना होगा।</td>
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<td>9.</td>
<td>बोली शुल्क 500/-—रूपये का जमा करवाकर रसीद अपलोड करनी होगी।</td>
<td></td>
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<td>10.</td>
<td>बोली प्रस्तावित फीस 500/-— रूपये आर.आई.एस.एल. में जमा करवाकर रसीद अपलोड करनी होगी।</td>
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उपायुक्त (सज्जावत)
नगर निगम हैरिटेज,
जयपुर
टेमाफास 50 प्रतिशत ई.सी IS 8498-1977 क्रय हेतु।
वर्ष 2023-24

फर्म का नाम : ........................................................................................................................................

पता : ...................................................................................................................................................

मोबाईल नं. : ........................................................................................................................................

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<th>क्र.स.</th>
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<th>तादाद</th>
<th>मूल दर</th>
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<td>1.</td>
<td>टेमाफास 50 प्रतिशत ई.सी IS 8498-1977 क्रय हेत</td>
<td>1000 लीटर</td>
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नोट- GST प्रचलित दर अनुसार अलग से देय होगा।

हस्ताक्षर बोलीदाता
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:

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

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

**Clause 16: Jurisdiction of Court:**

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