कार्यालय नगर निगम हैरिटेज, जयपुर
मुख्यालय हवामहल के पीछे, बड़ी चौपड, पुराना पुलिस मुख्यालय, जयपुर।
स्वास्थ्य स्टोर पुरानी कोठारी
06 कंटेनर कील बेरोज हाथ गाड़ियो क्रय करने बाबत
टेंडर की शर्ते
निविदा प्रपत्र

निविदादाता के लिये दिशा-निर्देश
निविदा कार्य की शर्तें:

1. आमंत्रित निविदा का उद्देश्य नगर निगम, जयपुर के 06 कंटेनर वील बेरोज़ गाव ग्राम द्वारा क्रय करने का कार्य।

2. निविदा में भाग लेने वाली फर्म किसी भी सरकारी/अर्थ सरकारी विभाग में पंजीकृत/रजिस्ट्रीज नहीं होना अनिवार्य है।

3. निविदादाता को निविदा के साथ 2 प्रतिशत अभावता शास्त्री जमा करानी होगी और निविदा में सफल निविदादाता की जगह 3 प्रतिशत राशि बैंक गारंटी/एफडीआर निगम में प्रतिस्थापित करनी होगी। जिन सामानों के लिए निविदा दी जाएगी, उन्हें उसके मूल्य के 5 प्रतिशत के ब्रांडेउ निर्माण रक्षात्मक शास्त्री जमा करानी होगी।

4. निविदा में सफल संबंधक को कार्यवाही करने के पश्चात 7 दिवस के अन्तर अनुशंसा करना अनिवार्य होगा।

5. निविदा में भाग लेने वाली फर्म बेकर हिस्ट्री नहीं होना चाहिए तथा फर्म के विद्युत्रूप कोई किसी प्रकार की देयता बकाया नहीं है, इस आवश्यक 100/-रु. के नाम ज्यूडिशियल रूप से शास्त्री पत्र देना अनिवार्य है, अन्यतम फर्म निविदा प्रक्रिया के लिए आयोग होगा। गति तथा देने पर उसके विद्युत कामानु नॉनार कार्यवाही भी की जा सकती।

6. आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 में दिये गये निर्देश निविदा में लागू होंगे।

7. निविदा दाताओं को निविदा शुल्क, बैली प्रतिस्थापन एवं प्रस्तावित फीस निम्नानुसार ऑनलाइन नगर निगम, जयपुर की वेबसाइट www.jaipurmc.org पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली स्वीकृति को लेकर रजिस्ट्रीत करने के लिए www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निविदा को मान्य किया जायेगा।

8. निविदादाता द्वारा निविदा प्रमुख व शास्त्री पर स्वयं हस्ताक्षर कर स्वीकृत करने के लिए www.eproc.rajasthan.gov.in एवं सम्पर्क पॉर्टल पर अपलोड करने पर ही निविदा को मान्य किया जायेगा।

9. निविदा में दराई गई मात्रा की आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 अनुसार घटाया/बढ़ाया जा सकता है तथा वर्ष में कभी भी अवश्यक नतीजा आदेश दिया जा सकता है। यदि निविदा सुबूत में दराई मात्रा से अधिक के आदेश दिए जाते हैं, तो भी निविदादाता के प्रक्रिया प्रदाय की पूर्व हेतु आवश्यक होगा। निविदा में दी गई दरें और शास्त्री का पुनर्देव भी दिया जा सकता है। जो मूल्य क्रय जी का 50 प्रतिशत तक होगा। यदि निविदादाता मात्रा की आपूर्ति में विफल रहता है तो वर्तमान कार्य की यह छुट्र किया कि यह अभिषेक प्रदाय के व्यवस्था सम्बंधित निविदा से या अन्यथा रूप से करे और अदालत आदेश रूप में निविदा दाताओं से वापसी योग्य होगा, जिस पर नवीनता सहमत होगा।

10. यदि क्रय अधिकारियों निविदा वर्तुओं में से किसी वस्तु का क्रय नहीं करता या निविदा प्राप्त करने में विफल मात्रा से कम का क्रय करता है तो निविदादाता मुआवजे हेतु किसी दारों का हकदार नहीं होगा।

11. उन फर्मों को जो निवेदन, उद्देश्यों, रजिस्ट्री के पास पंजीकृत हैं, उन मदों के साथें में जिसके लिए वे उक्त रूप में रजिस्ट्री की गई है उनके द्वारा मूल
12. वकाया राशि निविदालिक स्थितियों में जब कर के जायें और निविदा प्रक्रिया को बाधित माना जाएगा जिसके लिए संवेदक फर्म के विरूद्ध नियमानुसार कार्यावाही प्रस्तावित की जाव新赛季 :-

1. जब निविदादाता निविदा खोले जाने का पर्याप्त किन्तु निविदा की स्वीकृति से पूर्व निविदा वापस लेता है या प्रस्ताव को उपात्तरिक कर देता है।
2. जब निविदादाता विनिर्दिष्ट समय के भीतर विहित करार यादे कोई हो निष्पादित नहीं करता है।
3. जब प्रदाय आदेश दिए जाने के पश्चात निविदादाता प्रतिमूलत जमा नहीं करता है।
4. जब विहित समय के भीतर प्रदाय आदेश के अनुसार मदों का प्रदाय में विकल रहता है।

13. निविदा के समय जमा कराई गई अधिम राशि को प्रतिमूलतर रकम के प्रति सामायित कर लिया जायेगा। प्रतिमूलतर रकम किसी भी दशा में अधिम राशि से कम नहीं होगी।

14. निगम द्वारा प्रतिमूलत की रकम पर कोई व्याप अदा नहीं किया जायेगा।

15. अनुबंध में प्रकृत स्थाय का व्यय निविदादाता द्वारा संदेख किया जायेगा और निगम को करार का सम्प्रभु भुत से निष्पादित स्टेमिंग प्रतिलेख निशुल्क प्रस्तुत किया जायेगा।

(क) परिवर्तन हेतु विनिर्दिष्ट समय को संविदा का मूल तब समझा जायेगा और सफल निविदादाता क्रय अधिकार से क्रय आदेश की प्राप्ति पर कालावधि के भीतर प्रदाय की व्यवस्था करेगा।

16. निर्धारित नुकसान सहित परिवार कालावधि की पृथ्वी के माध्यम से उस भष्यार जिसका प्रदाय करने में निविदादाता विकल रहा है के मूल्य को नियमानुसार प्रतिवादित के आधार पर वसूली की जायेगी, जिसमें अमान्यता राशि और प्रतिमूलत राशि शामिल नहीं होगी।

1. विहित परिवार कालावधि की एक चीजाई कालावधि तक विलम्ब 2.50 प्रतिवाद
2. विहित कालावधि से एक चीजाई से अधिक किन्तु आदे ही से अनाधिक कालावधि तक का विलम्ब 5.00 प्रतिवाद
3. विहित कालावधि के आदे से किन्तु तीन चीजाई तक की कालावधि का विलम्ब 7.50 प्रतिवाद
4. विभिन्न कालावधि के तीन चौथाई से अधिक की कालावधि का विलय
5. निर्यातित नुकसान की अधिकता रकम

10.00 प्रतिशत
10.00 प्रतिशत

17. यदि किसी बाधा के कारण सर्विसक योजना की पूर्ति में प्रदायक समय की वृद्धि चाहता है तो उस अधिकारी को बाधा से घटित होते ही उसके लिए लिखित में तुरंत आवेदन करेगा। जिसने प्रदाय के आदेश दिए हैं, किन्तु प्रदाय की पूर्ति की नियत यातीन के पश्चात नहीं।

18. यदि निविदादाता कोई ऐसी शर्त अधिरोपित करता है तो इसमें वर्णित शर्तों के अतिरिक्त है या उसके प्रतिकूल है तो उसकी निविदा संशोधन विचारण पर स्वीकृत के पत्र में विशेष रूप से वर्णित न हो ऐसे कोई शर्त स्वीकृत की हुई नहीं समझी जाेंगी।

19. राष्ट्रीय सरकार के श्रम वित्तीय, आर्टीपीपी नियम 2012–13 एवं स्वायत्त शासन विभाग के समय–समय पर जारी आदेश नामांकों।

20. उपयुक्त शर्तों के अनुसार अन्य कोई भी शर्त टेंडर में मान्य नहीं होगी।

21. आवश्यकता होने पर समग्री की संख्या तथा वित्तीय सीमा में घटाई व बढ़ाई जा सकती है।

22. विवाद होने की दशा में न्यायिक क्षेत्र जयपुर शहर रहेगा।

23. निविदा प्रपत्र की शर्तें सं. 1 से 22 तक फॉर्म/संवेदन द्वारा मान्य व स्वीकार होगी।

उपायुक्त (स्वास्थ्य)
नगर निगम हैरिटेज, जयपुर।
Bell: Standard metal bell shall be mounted on the frame there should be a provision to cover the hand carts with HDPE sheets with provision of roll-on and roll off to meet out the MSW rules 2000. The cover should be properly fixed on the hand carts.

(Techical Bid) Terms and Conditions (-----)

SPECIFICATIONS OF POLYETHYLENE CONTAINERS 30 LITERS CAPACITY TO BE USED IN THE HAND PUSHCART [Six Container wheel borrows]

<table>
<thead>
<tr>
<th>Item</th>
<th>Polyethylene Bins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requirement</td>
<td>Bins to be used for Collection of Municipal Solid Waste and Street Sweepings</td>
</tr>
</tbody>
</table>

**Overall Size**
- Top Size - 325 X 325 mm
- Bottom Size - 290 X 290 mm
- Overall Height - 325 mm
- Four Holes on Bottom side with 10mm diameter
- Ribs on bottom side with 10mm size should be provided for easy handling.
- Handle: 8mm daimeter MS bar with MS strip of 1.6 mm thickness on both sides of handle with heavy duty suitable rivets.
- Thickness ALL side 3mm expect wall thickness+-5%
- Toleraness:+-3mm except wall thickness
- Bottom should be 4mm thick.
- Embossment: JMC on the sides of the Bins.

**Material**
- Special Grade of Payethylene material absolutely Non-toxic free from any Contamination and chemical reaction and UV stabilized.
- Polymer to be used for moulding should be Virgin.
- Proved the Polyethylene Bins are (Neelkaml, Sintax, Polycon and etc.)

**Colour**
- Blue and Green as per directions of the department officers.

नोटः— संवेदन / कर्म द्वारा दर कॉलिंग में मुताबिक युनिट के अनुसार दर भरे, जिसकी गणना कुल राशि सहित करके अंकित करें। अयोर साइटिंग एवं कार्टिंग माफ नही होगी, विद सहायत ते हो जाये तो अपने हस्ताक्षर कार्टिंग के पास अंकित करना होगा।

उपायुक्त स्वास्थ्य

नगर निगम हैरिटेज, जयपुर।
<table>
<thead>
<tr>
<th>क्र सं.</th>
<th>विवरण</th>
<th>प्रस्तुत दस्तावेजों का विवरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>कार्य का नाम</td>
<td>हेल्थ स्टोर में 06 कंटेनर ठील बैरोज हल्गार्टिया आपूर्ति का कार्य</td>
</tr>
<tr>
<td>02</td>
<td>फॉर्म/संवेदक का नाम</td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>फॉर्म/संवेदक का पता व मोबाइल नंबर</td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>फॉर्म/संवेदक की ई-मेल आईडी</td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>फॉर्म/संवेदक का पैन नंबर</td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>फॉर्म/संवेदक जिस सरकारी/अंचल सरकारी विभाग में पंजीकृत है, उसका प्रमाण-पत्र</td>
<td>फॉर्म/संवेदक के विस्तृत किसी भी प्रकार की देयता कार्य नहीं है तथा फॉर्म वीडियो लिस्ट नहीं होने के संबंध में 100 रूपये के नौन व्यूरियल पेपर पर शपथ-पत्र सलग करना है।</td>
</tr>
<tr>
<td>07</td>
<td>फॉर्म/संवेदक के विस्तृत किसी भी प्रकार की देयता कार्य नहीं है तथा फॉर्म वीडियो लिस्ट नहीं होने के संबंध में 100 रूपये के नौन व्यूरियल पेपर पर शपथ-पत्र सलग करना है।</td>
<td></td>
</tr>
<tr>
<td>08</td>
<td>निबिदा में उल्लेखित 2 प्रतिष्ठात अमानता राशि जमा करवाकर रसीद अपलोड करनी होगा।</td>
<td></td>
</tr>
<tr>
<td>09</td>
<td>निबिदा शुल्क 500/- रूपये का जमा करवाकर रसीद अपलोड करनी होगा।</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>निबिदा प्रोफ़ाबिलिटी फीस 500/- रूपये आरआईएसएल में जमा करवाकर रसीद अपलोड करनी होगी।</td>
<td></td>
</tr>
</tbody>
</table>

उपायुक वा (स्वास्थ्य)।

नगर निगम हैरिटेज, जयपुर
**Name of Work:** Supply of Container (06 Nos.) hand Push Cart (Wheel Barrows) at JMC Health Store.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Particulars</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate to be Quoted with all taxes and F.O.R. at JMC Health Store</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>Supply of 06 Container with hand Push Cart (Wheel Barrows) of size 1200X800X250 mm, main frame made out of I.S.A. 25X25X5 mm. M.S. angle frame all side &amp; bottom of 5X25X5 mm. Tee and 25X5 mm flat for resting of bins, Handle with 30 mm dia pipe of 16 gauge including wheels with bearing duly painted complete in all respect as per direction Engineer Incharge and enclosed terms and conditions. The tenderer has to supply one wheel barrow for sample as per specification.</td>
<td>250 Nos.</td>
<td>Per Nos.</td>
<td>........................................................................</td>
<td></td>
</tr>
</tbody>
</table>

Note: Please read enclosed Terms & Condition carefully before quoting rates.

**(Technical Bid) Terms and Conditions (2)**

**SPECIFICATION OF HAND PUSH CART (Six Container wheel barrows)**

The size of Pushcart should be 1200 mm X 800 mm X 250 mm with 6 Compartments for accommodation 6 Nos. of Polyethylene bins of 30 liters capacity as per the following specifications.

**Main Frame:** 25 mm X 25 X 5 mm MS angle in all directions.

**Bottom:** 50mm X 25mm X 5 mm M.S. 'T' section on number at the center longitudinally and two number laterally 25mm X 5mm M.S. flats longitudinally and laterally for restion the bins. The MS Sheet of 18 gauge is to be provided at bottom

**Sides:** 25mm X 5mm M.S. flats 6 Nos. vertically and the all four sides should be covered with M.S. Sheet of 18 gauges thick welded properly.

**Handle:** Handle of 30mm dia M.S. pipe of 16 gauge thickness fitted with the pushcart by means of 25mm X 25mm X 5mm M.S. angle.

**Wheel:** The pushcarts should be fitted with 25mm dia axles, double bearing, 4 wheels of 450 mm dia X 50mm outer width wheel, also be provided with rubber on circumference and wheel are mainifature in pipe as per direction of engineer in charge.

**Painting:** Painting with two coats of anticorrosive paint as per the specified colour and as per the directions of the departmental officers.

**Weight:** Total weight of push cart without Polyethylene Containers. Aprox mat (55 Kg. Torlance +/- 5%)
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: ........................................ Signature of bidder
Place: ........................................ 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 it of within thirty days from the date of the appeal.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

Doc1
(e) 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.
FORM No. 1
[See rule 83]

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 anything 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 therefrom, 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.