



# कार्यालय नगर निगम जयपुर हैरिटेज

जलेबी चौक, बड़ी चौपड, जयपुर



हैरिटेज  
क्रमांक

दिनांक:

## अल्पकालीन ई निविदा सूचना संख्या 06/2023-24 की शर्तें

केन्द्र सरकार/राज्य सरकार के अधीन किसी भी विभाग में उपयुक्त श्रेणी में पंजीकृत संवेदकों से नगर निगम जयपुर हैरिटेज के उपायुक्त (स्टोर) द्वारा ई-निविदा आमंत्रित की जाती है। टेण्डर की शर्तें निम्नानुसार हैं:-

1. आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 में दिये गये निर्देश निविदा में लागू होंगे।
2. निविदादाताओं को निविदा शुल्क/बोली प्रतिभूति एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम जयपुर की वेबसाइट [www.jaipurmheritage.org](http://www.jaipurmheritage.org) पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्केन करके [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जावेगा।
3. बोली आमंत्रण प्रपत्र में दिए गए निर्देशों के अनुसार प्रस्ताव उचित रूप में ऑनलाईन प्रस्तुत किए जाने हैं।
4. ई-बोली प्रपत्र दो भागों में है। प्रथम भाग तकनीकी बिड है तथा द्वितीय भाग वित्तीय बिड है। बोली दाता द्वारा तकनीकी बिड हेतु यह प्रपत्र मय संलग्न व वांछनीय दस्तावेज के प्रत्येक पृष्ठ पर हस्ताक्षर करते हुये (मय सील) eproc पोर्टल पर अपलोड करनी है। वित्तीय बिड ऑनलाईन BOQ में ही प्रस्तुत की जानी है। इससे भिन्न रूप में प्रस्तुत प्रस्तावों पर विचार नहीं किया जाएगा। वित्तीय दर वाला बिड डॉक्यूमेन्ट केवल उन्ही फर्मों का खोला जायेगा, जिन्हें कमेटी द्वारा तकनीकी बिड डॉक्यूमेन्ट में योग्य समझा जायेगा।
5. निविदादाता को निविदा के साथ अमानता राशि हेतु 2.00 प्रतिशत एवं 0.50 प्रतिशत अमानता राशि जमा कराना अनिवार्य होगा।
6. संवेदक को किसी भी राजकीय संस्था विभाग, बोर्ड, कॉर्पोरेशन अथवा उपक्रम में वर्तमान में ब्लैक-लिस्टेड अथवा डिफाल्टर घोषित नहीं किया होना चाहिए इस संबंध में 100 रूपयों के नॉन ज्यूडिशियल स्टाम्प पैपर पर नोटरी से प्रमाणित शपथ-पत्र निविदा के साथ संलग्न किया जाना आवश्यक है।
7. फर्म का नाम एवं पता मय टेलीफोन नम्बर, फर्म की स्थिति एकाकी/पार्टनरशिप/प्रा.लि. आदि का विवरण संलग्न करना होगा। साथ ही फर्म का पैनकार्ड नं. की छायाप्रति संलग्न करनी होगी। फर्म का स्वयं का जयपुर में कार्यालय स्थित होना आवश्यक है। (प्रमाण पत्र संलग्न करे)
8. फर्म का जीएसटी विभाग द्वारा जारी जीएसटी सर्टिफिकेट मय जीएसटी रिटर्न प्रमाण पत्र की छाया प्रति संलग्न करनी होगी।
9. स्टेशनरी एवं प्रिन्टिंग व्यवस्था एक समग्र कार्य है जिसमें सभी प्रकार के आईटम्स की आवश्यकता रहती है, परन्तु अलग-अलग आईटम्स के न्यूनतम दरदाता भिन्न भिन्न होते हैं। स्टेशनरी एवं प्रिन्टिंग व्यवस्था कार्यादेश एक ही निविदादाता को दिया जा सकता है। कार्यों के टुकडे आईटम अनुसार नहीं किए जा सकते। ऐसी स्थिति में समग्र न्यूनतम दरदाता का निर्धारण सभी आईटम्स हेतु प्राप्त दरों को प्रस्ताव मात्रा से गुणा कर समग्र न्यूनतम व्यय (दर) की गणना की जावेगी।
10. वास्तविक डीलरो द्वारा निविदाएं- निविदाएं सामग्री के वास्तविक डीलरो/सेवा प्रदाता द्वारा ही दी जावेगी।

11. फर्म के गठन आदि में किसी भी परिवर्तन की सूचना क्रेता अधिकारी को लिखित में आपूर्तिकर्ता/सेवाप्रदाता ठेकेदार द्वारा दी जायेगी तथा इस परिवर्तन से संविदा के अधीन किसी भी दायित्व से फर्म के पहले सदस्य को मुक्त नहीं किया जावेगा।
12. निविदादाता विफल रहा है के मूल्य की निम्नानुसार प्रतिशत के आधार पर वसूली की जावेगी।
  - विहित परिदान कालावधि की एक चौथाई कालावधि तक विलम्ब 2.50 प्रतिशत
  - विहित कालावधि से एक चौथाई से अधिक किन्तु आधी से अनाधिक कालावधि तक बिलम्ब 5.00 प्रतिशत
  - विहित कालावधि के आधे से किन्तु तीन चौथाई 7.50 प्रतिशत तक की कालावधि का बिलम्ब
  - विहित कालावधि के तीन चौथाई से अधिक की कालावधि का बिलम्ब 10.00 प्रतिशत
  - निर्धारित नुकसान की अधिकतम रकम 10.00 प्रतिशत
13. संविदा के संबंध में फर्म में किसी भी नए भागीदार/भागीदारों को ठेकेदार द्वारा फर्म में तब तक स्वीकार नहीं किया जायेगा जब तक कि वे इसकी समस्त शर्तों को मानने के लिये बाध्य नहीं हो जाते एवं क्रेता अधिकारी को इस संबंध में लिखित नामा प्रस्तुत नहीं कर दें। प्राप्ति स्वीकृति के लिए ठेकेदार की रसीद या बाद में उपरोक्त रूप में स्वीकार की गयी किसी भागीदारी की रसीद उन सब को बाध्य करेगी तथा वह संविदा के किसी प्रयोजन के लिए पर्याप्त रूप से उन्मुक्ति (डिस्चार्ज) होगी।
14. स्वीकृत निविदादाता की निगम द्वारा समय-समय पर स्टेशनरी एवं प्रिन्टिंग सामान सप्लाई के आदेश मिलने पर निगम द्वारा निर्दिष्ट स्थान पर सामान की निर्देशानुसार पूर्ण व्यवस्था करनी होगी। सामान टूट-फूट रहित साफ तथा अच्छी क्वालिटी का होना आवश्यक है। स्वीकृत निविदादाता को इसके लिये अतिरिक्त चार्ज देय नहीं होगा। सामान की संख्या में कमी या बढ़ोतरी करने का अधिकार नगर निगम जयपुर हैरिटेज को पूर्ण अधिकार होगा।
15. स्वीकृत निविदादाता को निविदा की शर्तों की पूर्ण पालना करनी होगी। शर्तों की अवहेलना/खराब सामान आपूर्ति करने पर तथा विलम्ब पर नियमानुसार कार्यवाही कर नुकसान को वसूलने का निगम को पूर्ण अधिकार होगा। ऐसे मामलों में फर्म के दोषी पाये जाने पर स्वीकृति निरस्त कर पुनः निविदा आमंत्रित की जा सकेगी। नई फर्म को निविदा द्वारा कार्यादेश दिये जाने तक नगर निगम ठेकेदार की रिस्क व कोस्ट के आधार पर किसी अन्य (निविदा में भाग लेने वाली) फर्म से कार्य कराया जा सकेगा, जिसकी कटौती ठेकेदार से की जावेगी।
16. किसी भी निविदा को बिना कारण बताये अस्वीकृत करने का पूर्ण अधिकार नगर निगम जयपुर हैरिटेज को होगा।
17. सफल निविदादाता को टेण्डर राशि की 2.5 प्रतिशत राशि सिक्क्योरिटी डिपोजिट के रूप में रखी जायेगी। इसमें अमानता राशि को समायोजित करते हुए, शेष राशि ठेकेदार को जमा करानी होगी। यह निविदा अवधि तक निगम कोष में जमा रहेगी। इस पर किसी भी प्रकार का ब्याज देय नहीं होगा।
18. सफल निविदादाता को नियमानुसार निर्धारित राशि के नॉन ज्यूडिशियल स्टाम्प पेपर पर नगर निगम जयपुर के तहत शर्तों की पालना के संबंध में एक संविदा पत्र लिखना होगा, जिस पर दो गवाहों के हस्ताक्षर होंगे।
19. निविदा की शर्तों में किसी भी प्रकार का परिवर्तन/परिवर्धन करने का अधिकार आपसी सहमति से नगर निगम को होगा।
20. निविदादाता द्वारा दी जाने वाली दरें सभी कर सहित होगी।
21. फर्म के बिलों से नियमानुसार आयकर कटौती भुगतान करते समय की जायेगी।



22. यदि निविदादाता किसी कार्यादेश की पूर्ति समय पर नहीं कर पावे अथवा आदेशों की अवहेलना करता है, या आदेशों को लेने से मना करता है, तो 5000/-रु. प्रतिदिन की दर से जुर्माना आगामी होने वाले भुगतान राशि में से काटा जावेगा।
23. कार्य की आवश्यकता को देखते हुए दूरभाष पर भी आदेश दिये जा सकेंगे जो ठेकेदार को मान्य होंगे। इसकी पुष्टि में बाद में आदेश जारी किये जा सकेंगे।
24. निविदादाता द्वारा दरें निकटतम रु. एवं पैसों में दी जावेगी।
25. ठेकेदार के ठेके को निरस्त करने की अवस्था में निगम द्वारा उचित समझे जाने पर निविदा में भाग लेने वाली अन्य फर्मों से प्रथम निविदादाता (वर्तमान ठेकेदार) की अनुमोदित दरों पर कार्य करने की सहमति लेकर कार्य कराया जा सकेगा, जो शेष अवधि के लिए होगा।
26. इस करार से उत्पन्न समस्त विवादों तथा इस करार के निर्वाचन से संबंधित समस्त प्रश्न नगर निगम जयपुर हैरिटेजद्वारा निर्णित किये जायेंगे और निगम का निर्णय अंतिम होगा।
27. सिविल विवाद की स्थिति में जयपुर शहर सिविल न्यायालय को ही क्षेत्राधिकार होगा।
28. राज्य सरकार व नगर निगम द्वारा समय समय पर जारी आदेश निर्देश मान्य होंगे।
29. निविदादाता कोई-मेल द्वारा सूचना दी जा सकती है। इसलिए आप अपने फ़ैक्स नम्बर साथ ही ई-मेल तथा मोबाईल नम्बर देने जरूरी होंगे।
30. संतोषजनक कार्य नहीं होने की स्थिति में अनुबन्ध को किसी भी समय निरस्त किया जा सकता है तथा प्रतिभूति राशि जब्त कर ली जायेगी।
31. निविदादाता द्वारा किसी भी आइटम की दर प्रस्तुत नहीं करने पर निविदा को अपूर्ण मानकर निरस्त कर दिया जायेगा।
32. दर संविदा हेतु किसी निविदादाता द्वारा अस्पष्ट एवं अव्यावहारिक दरें दी जाती है, तो उसकी निविदा निरस्त कर अमानता राशि जब्त कर ली जायेगी।
33. निविदादाता द्वारा निविदा प्रपत्र तथा एनेक्सचर A,B & C को स्वयं हस्ताक्षर कर स्केन करके [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। अन्यथा निविदा निरस्त कर दी जावेगी।
34. निविदादाता दरों की वैधता अवधि खोले जाने की दिनांक से 90 दिवस तक अनुमोदन हेतु मान्य होगी।
35. संवेदक को समान प्रकृति के कार्य के किसी भी दो वर्ष की राजकीय कार्यालय में किये हुये कार्य के कार्यादेश की प्रति लगाया जाना आवश्यक होगा।

निविदादाता के हस्ताक्षर  
एवं फर्म का नाम

  
उपायुक्त (स्टोर)  
नगर निगम जयपुर हैरिटेज

OFFICE OF THE DEPUTY COMMISSIONER (Store)

NAGAR NIGAM, JAIPUR HERITAGE

JALEBI CHOWK, BADI CHOPAD, JAIPUR

कार्य का नाम:- नगर निगम जयपुर हैरिटेज के स्टोर शाखा में ब्रीफकेस एवं डायरी सप्लाई का कार्य।

H-SCHEDULE

S. No.	PARTICULARS	QTY	UNIT	NON SOR ITEM	
				RATE TO BE QUOTED	AMOUNT
1	Supply of Brifcash for office Safari or similar brand including of all taxes as per direction of engineer incharge.	105.00	प्रति नग		
2	Supply of office Diarys brand including of all taxes as per direction of engineer incharge.	140.00	प्रति नग		
	<b>Total</b>				

D.C. (Store)

Nagar Nigam Jaipur Heritage

I/ We hereby accepted rates

Part \_\_\_\_\_ Rate to be quoted

Signature of the contractor With full postal address

## **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.