

OFFICE OF THE REVENUE OFFICER (HQ)

NAGAR NIGAM JAIPUR HERITAGE NOTICE INVITING E - BID FOR WORKS

ई-निविदा सूचना संख्या 06/2023-24

- 1 E-Bid are hereby invited for the works of as per enclosed list from contractors of the experienced Contractors.
- 2 Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Bid may be accepted, which will also be found printed in the form of Bids can be seen at the office of the Revenue Officer (HQ) every day except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site <http://sppp.rajasthan.gov.in> & www.jaipurmheritage.org.com
- 3 If the Bids is related to rate contracted only rates will be approved & work order shall be given to the successful bidder according to demand time to time during the year. Bidder has complete the work according to time schedule mentioned in work order.
- 4 Bids which should receive on line by the Revenue Officer (HQ) on the date & time as mentioned in and will be opened in his office scheduled in NIT.
- 5 Bids are to be submitted only in electronic format which can be seen & obtained from the web site <http://sppp.rajasthan.gov.in> ,www.jaipurmheritage.org.com&<http://eproc.rajasthan.gov.in> and also can be seen in the office of the Revenue Officer (HQ). The sale of Bid forms will start from as per scheduled program prescribed in NIT The sale of Bids will be closed on dates as mentioned in NIT. it should be ensured that all the payments regarding the bid, like Tender fee, for must be (Enclosed Declaration Form on 50 Rupees non judicial stamp 30% Surcharge Paper necessary) Earnest Money Deposit, RISL fee etc. are to be paid only on online to the website www.jaipurmheritage.org.com before submission Date and time and tender will be accept valid after above receipt scanned copy will be uploaded to the www.eproc.rajasthan.gov.in. GST registration certificate is also to be scanned. Payments will not be accepted in the forms of DD/Cheque or any other format. Bid papers including conditions of contract are to be signed by the Bidder Eligibility to get Bid forms shall be with reference to the amount mentioned in the NIT.
- 6 Earnest Money deposit as per NIB is to be Paid only on online at NNJH website www.jaipurmheritage.org.com for :-

क्र. सं.	कार्य का नाम	अनुमानित लागत (राशि लाखों में)	अमानता राशि 2% & 3%	निविदा शुल्क	निविदा प्रकाशित करने की तिथि	निविदा अपलोड करने की तिथि	निविदा डाउनलोड/अपलोड करने की अंतिम तिथि व समय	निविदा खोलने की तिथि व समय	कार्यपूर्ण करने की अवधि
1.	नगर निगम जयपुर हेरिटेज द्वारा कराये जाने वाले समारोहों, उत्सवों, कैंम्पों व अन्य कार्यक्रमों में फ्लेक्स, बैकड्राप, बैनर्स, स्क्रीन थर्माकोल व सादा कपड़े के बैनर्स की दर संविदा वर्ष 2023-2024 आमंत्रित करने के संबंध में।	25.00	Rs. 50000/- & Rs. 75000/- (Enclosed Declaration Form on 50 Rupees non judicial stamp 30% Surcharge Paper necessary)	1000	01.03.2024 5.00 PM	01.03.2024 6.00 PM	09.03.2024 6.00 PM	11.03.2024 11.00 AM	12 माह

and addressed to the commissioner nagar nigam jaipur Enlisted contractors shall be required to only submitted (Enclosed Declaration Form on 50 Rupees non judicial stamp 30% Surcharge Paper necessary) Regarding EMD.

- 7 The Performance security @ 5% of the gross amount shall be deposited by successful bidder with in fifteen days after issuing of Letter of Acceptance in the form of BC/ BG/ Cash/ FDR etc. The security deposited shall however be adjusted while depositing the Performance Security. However in case of during execution cost of the work exceeds balance performance security shall be deposited by the bidder in form of BC/ BG/ Cash/ FDR etc
- 8 The acceptance of a Bid will rest with the competent authority who does not bind itself to accept the lowest Bid and reserves to itself the Authority to reject any or all of the Bids received without assigning any reasons.

राजस्व अधिकारी
मुख्यालय
जयपुर हेरिटेज

- 9 No refund of Bid fees is claimable for Bids not accepted or forms returned or for Bids not submitted.
- 10 If any Bidder withdraws his Bid prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Bid within the said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of Bid security given in any form absolutely. If any contractor, who having submitted a Bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred from participating in such rebidding in addition to forfeiture of Bid security/security deposit and other action under agreement.
- 11 All Bids, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.
- 12 Enlisted Contractors, will be required to pay Bid security (Enclosed Declaration Form on 50 Rupees non judicial stamp 30% Surcharge Paper necessary), in case of work for which they are authorized to Bid under Rules for enlistment of contractors, but the amount to the extent of full Bid security shall be liable to be forfeited in the event of circumstance explained in Clause 11 above. Degree/Diploma holder Engineers may pay Bid security equal to one half of the normal rates, subject to the provisions of rules for enlistment of Contractors.
- 13 The Bid should be accompanied with Registration, ID, Pan card and GST No. from the concerned Departmental Authorities, without which the Bids may not be entertained.
- 14 The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.
- 15 If the contractor does not submit performance guarantee within 15 days from the date of communication of acceptance of his Bid, his Bid security shall be liable to be forfeited.
- 16 Each and every paper enclosed with bid shall be duly signed by the – bidder.
- 17 Annexure A, B,C are also attached with the bid Firms are suppose to read thoroughly and fill as and where required & Additional quantity may be procured by placing a repeat order on the rates & conditions of the original order. However, the additional quantity shall not be more than 50% of the value of work of the original contract.
- 18 Rajasthan transparency in Public procurement act 2012 and Rajasthan transparency in procurement rules 2013 will be applicable as and where is clearly mentioned otherwise public works financial and account rules of appendix- xi will be applicable.
- 19 For further information of Bidder can see the web site [www. Sppp.rajasthan.gov.in](http://www.Sppp.rajasthan.gov.in) or otherwise bidder can see at Div office during office hours.
- 20 Validity of Bid is 90 days
- 21 Firm Should be Registered in GST Certificates of Registration should be attached along with Tender.
- 22 Special Condition of Contacts as per Annexure "D"



REVENUE OFFICER (HQ)
NAGAR NIGAM JAIPUR HERITAGE

SIGNATURE OF CONTRACTOR

ADDRESS :

Mobile No. :



कार्यालय नगर निगम, जयपुर हैरिटेज

हैरिटेज मुख्यालय भवन, हवामहल के पीछे, बड़ी चौपड़, जयपुर-302001



फलेक्स, बैकड्राप, बैनर्स, स्क्रीन, थर्माकोल व सादा कपडे के बैनर्स आदि सामान आपूर्ति कार्य हेतु दर संविदा की शर्तें वर्ष 2023-24

नगर निगम जयपुर हैरिटेज द्वारा कराये जाने वाले समारोहों, उत्सवों, कैम्पो व अन्य कार्यक्रमों में फलेक्स, बैकड्राप, बैनर्स, स्क्रीन, थर्माकोल व सादा कपडे के बैनर्स की निविदा की शर्तें निम्न प्रकार है-


1. निविदा निगम द्वारा जारी निर्धारित प्रपत्र में प्रस्तुत की जावें। निविदादाता का नाम, पता लिखा होना चाहिए।
2. निविदा में प्राप्त दरों के आधार पर किये जाने वाले अनुबंध की अवधि कार्यादेश की तारीख से एक वर्ष तक मान्य होगी।
3. दरें निगम द्वारा जारी प्रपत्र में प्रस्तुत करनी होगी।
4. निविदादाता को निविदा के साथ 02 प्रतिशत अमानता राशि जमा करानी होगी एवं सफल निविदा दाता को 05 प्रतिशत सिक्योरिटी राशि जमा करानी होगी।
5. राज्य सरकार द्वारा समय-समय पर जारी किये गये निर्देशों की पालना निविदादाता को करनी होगी।
6. संवेदक/फर्म का कार्य संतोषजनक नहीं होने पर नगर निगम जयपुर हैरिटेज द्वारा फर्म की अनुबन्ध अवधि/कार्यादेश/ठेका अवधि को नोटिस देकर बीच में ही समाप्त किया जा सकता है।
7. निविदा में भाग लेने वाली फर्म ब्लैक लिस्ट नहीं होनी चाहिए तथा फर्म के विरुद्ध किसी प्रकार की देयता बकाया नहीं है इस आशय का शपथ-पत्र देना अनिवार्य है।
8. आर.टी.पी.पी. एक्ट 2012 एवं आर.टी.पी.पी. रूल्स 2013 में दिये गये निर्देश निविदा में लागू होंगे।
9. निविदादाताओं को निविदा शुल्क /बोली प्रतिभूति एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम जयपुर हैरिटेज की वेबसाइट www.jaipurmheritage.org पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्कैन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निविदा को मान्य किया जावेगा।
10. ठेके की अवधि के दौरान किसी भी प्रकार का विवाद होने की स्थिति में सेटलमेन्ट कमेटी का गठन किया जायेगा। जिसमें माननीय महापौर महोदय, श्रीमान आयुक्त महोदय, निदेशक विधि, मुख्य लेखाधिकारी एवं विधि परामर्शी सदस्य के रूप में शामिल होंगे। विवादित प्रकरण को सेटलमेन्ट कमेटी के समक्ष एक माह के अन्दर प्रेषित करना होगा। सेटलमेन्ट कमेटी द्वारा लिया गया निर्णय अन्तिम होगा।

11. निविदादाताओं को प्रपत्र "एच" शिड्यूल में दिये गये प्रत्येक आइटम की दरें अलग-अलग देनी होंगी। निविदादाताओं की ओर से रखी जाने वाली कोई शर्त स्वीकार नहीं होगी।
12. स्वीकृत दरों के आधार पर निविदादाताओं को कार्यालय द्वारा जारी आदेशों एवं निर्देशों के अनुसार संलग्न निर्दिष्ट स्थान पर निर्दिष्ट सामान उपलब्ध करवाकर लगाना होगा। सामान लाने, ले जाने व हटाने के लिए अलग से कोई चार्ज देय नहीं होगा। जारी आदेशों एवं निर्देशों के अनुसार व्यवस्था नहीं होने पर स्वीकृत अनुबंध रद्द किया जा सकेगा तथा क्षतिपूर्ति के रूप में निविदादाताओं की जमा अमानता राशि एवं सुरक्षा राशि जप्त की जा सकेगी। यदि कभी भी निविदा के जारी आदेशों के अनुसार सामान सप्लाई नहीं करता है, तो 2000/-रु. प्रति आदेश प्रतिदिन जुर्माना देय होगा तथा कार्य बाजार की दरों पर कराया जावेगा तथा अन्तर की राशि निविदादाता से वसूल की जावेगी।
13. संवेदक द्वारा आदेशानुसार उपलब्ध कराये जाने वाले सामान/यंत्रों का संचालन व सुरक्षा की जिम्मेदारी स्वयं की होगी। यंत्रों/सामान के गुम हो जाने या खराब हो जाने पर कोई दावा स्वीकृत नहीं होगा।
14. मांगे गये सामान की मात्रा में अंतिम समय तक कमी/बढोतरी करने का पूर्ण अधिकार नगर निगम जयपुर हैरिटेज को होगा। आदेशों के बिना लगाये गये सामान का भुगतान देय नहीं होगा।
15. निविदा अनुबंध की नीलामी शर्तों की अवहेलना करने पर निगम को पूर्ण अधिकार होगा कि स्वीकृत निविदा दाताओं की अमानता राशि जप्त कर पुनः निविदा आमंत्रित कर सके।
16. किसी भी निविदा का बिना कारण बताए स्वीकृत या अस्वीकृत करने का अधिकार नगर निगम जयपुर हैरिटेज को होगा।
17. यह निविदा वार्षिक दर संविदा के लिए की जा रही है। वर्ष भर में स्वीकृत दरों के आधार पर निगम आवश्यकतानुसार कार्य करा सकेगा।
18. कार्य की तात्कालिकता को देखते हुए दूरभाष पर भी आदेश दिये जा सकेंगे जो ठेकेदार को मान्य होंगे। जिसकी पुष्टी कर बाद में आदेश जारी किये जा सकेंगे।
19. सफल निविदादाता को राशि 500/-रु. के नॉन ज्युडिशियल स्टाम्प पेपर पर नगर निगम, जयपुर हैरिटेज के हित में शर्तों की पालना हेतु अनुबंध पत्र लिपिबद्ध करना होगा, जिस पर 02 गवाहों के हस्ताक्षर होंगे।
20. सफल निविदादाता को टेण्डर राशि की 05 प्रतिशत राशि सिक्क्योरिटी डिपोजिट के रूप में रखी जायेगी। यह निविदा अवधि तक निगम कोष में जमा रहेगी। इस पर किसी भी प्रकार का ब्याज देय नहीं होगा।
21. निविदादाता द्वारा तकनीकी निविदा में जीएसटी सर्टीफिकेट लगाना अनिवार्य होगा। गत माह का जीएसटी रिटर्न की छायाप्रति लगाना आवश्यक है तथा जीएसटी अलग से देय होगा अगर लागू होता है तो। केन्द्र/राज्य सरकार को देय समस्त कर जमा कराने का उत्तदायित्व भी संवेदक का होगा।

22. निविदादाता द्वारा तकनीकी निविदा में निविदा से गत 03 वर्ष में एक-एक लाख रुपये के तीन सिंगल सरकारी कार्यादेश मय पेमेन्ट प्रूफ देना अनिवार्य होगा। अन्यथा निविदादाता की निविदा अस्वीकृत कर दी जावेगी।
23. निविदादाता द्वारा तकनीकी निविदा में गत 03 वित्तीय वर्षों में न्यूनतम 30 लाख रुपये का कार्य किया हो, वित्तीय वर्ष 2020-21, 2021-22, 2022-23 जिसका साक्ष्य सी.ए. द्वारा सर्टिफिकेट जारी किया गया हो।
24. तकनीकी निविदा में सक्षम होने पर ही निविदादाता की वित्तीय निविदा खोली जावेगी।
25. इस करार से उत्पन्न समस्त विवादों तथा इस करार के निर्वचन से संबंधित समस्त प्रश्न नगर निगम जयपुर हैरिटेज द्वारा निर्णित किये जायेंगे और निगम का निगम अंतिम होगा।
26. विवाद होने की दशा में न्यायायिक क्षेत्र जयपुर शहर होगा।
27. राज्य सरकार व नगर निगम जयपुर हैरिटेज द्वारा दिये गये आदेश/निर्देश मान्य होंगे।
28. न्यूनतम निविदादाता की गणना करने के लिए अनुमानित मात्रा को दरों से गुणा करने पर कुल योग में जो न्यूनतम आयेगा, उसे न्यूनतम दर दाता माना जायेगा।
29. निविदादाता द्वारा निविदा प्रपत्र तथा एनेक्सचर A,B,C,D,E को स्वयं हस्ताक्षर कर स्कैन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। अन्यथा निविदा निरस्त कर दी जावेगी।
30. दर संविदा के आधार पर स्वच्छ भारत मिशन व अन्य आकस्मिक फ्लेक्स कार्य अलग से प्रशासनिक स्वीकृति के आधार पर अनुमति दरों पर अतिरिक्त कार्य करवाया जा सकता है।

हस्ताक्षर

नाम.....
फर्म का पता.....



राजस्व अधिकारी (मु0)
नगर निगम जयपुर हैरिटेज

टेकनीकल बिड

क्र. सं.		
1.	फर्म का नाम व पता टेलीफोन नं० ई-मेल पता	
2.	फर्म की स्थिति एकाकी/पार्टनरशिप/प्रा.लि./क० आदि	
3.	फर्म का पैनकार्ड नं. की छायाप्रति संलग्न करे।	
4.	GST Certificate & Last Month GST Return (प्रमाण-पत्र की छायाप्रति संलग्न करे।)	
5.	गत 03 वर्षों में न्यूनतम 30 लाख रूपये का कार्य किया हो (सीए ऑडिट रिपोर्ट की छायाप्रति)	
6.	अमानता राशि का विवरण (डी.डी/चालान का विवरण प्रस्तुत करे।)	
7.	गत 03 वर्षों में सरकारी/अर्द्धसरकारी संस्था में एक-एक लाख रूपये के कार्य करने का आदेश व अनुभव प्रमाण-पत्र व पेमेन्ट प्रूफ का प्रमाण-पत्र संलग्न करे।	
8.	किसी भी सरकारी/अर्द्धसरकारी संस्थान में फर्म ब्लेक लिस्ट नहीं होनी चाहिए जिसका शपथ-पत्र देना अनिवार्य है।	

हस्ताक्षर

नाम.....
फर्म का पता.....


राजस्व अधिकारी (मु०)
नगर निगम जयपुर हैरिटेज

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.

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राजस्व अधिकारी
मु. प्रशासन
नगर विमान यन्त्र हेरिटेज

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 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.

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(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.

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मुख्यालय
नगर निगम जयपुर

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

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

Place

Date

Appellant's Signature

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नगर निगम जयपुर हेरिटेज

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.

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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.



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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.

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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.


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कार्यालय नगर निगम, जयपुर हैरिटेज

हैरिटेज मुख्यालय भवन, हवामहल के पीछे, बड़ी चौपड़, जयपुर-302001



फलेक्स बैनर, बोर्ड, बैकड्राप आदि सामान आपूर्ति कार्य हेतु दर संविदा एच-शिड्यूल वर्ष 2023-24

क्रं सं.	सामान का विवरण	दरों का आधार	दर
1.	बैनर सादा कपडे (सफेद व पीले) पर, (कपडे व हाथ से लिखाई सहित)	प्रति रनिंग मी0	
2.	बैनर पोपलीन पर (कपडे व हाथ से लिखाई सहित)	प्रति रनिंग मी0	
3.	बैनर/कलेण्डर सादा कपेड पर स्क्रीन प्रिंटिंग 1 से 49 तक नग (कपडे व छपाई सहित)	प्रति रनिंग मी0	
4.	बैनर/कलेण्डर सादा कपेड पर स्क्रीन प्रिंटिंग 50 से 99 तक नग (कपडे व छपाई सहित)	प्रति रनिंग मी0	
5.	बैनर/कलेण्डर सादा कपेड पर स्क्रीन प्रिंटिंग 100 या इससे अधिक नग (कपडे व छपाई सहित)	प्रति रनिंग मी0	
6.	बैनर साटन पर (कपडे व हाथ से लिखाई सहित)	प्रति रनिंग मी0	
7.	फलेक्स बैनर/कलेण्डर	प्रति वर्ग फीट	
8.	बैनर/कलेण्डर साईट पर लगाने के चार्जेज	प्रति बैनर	
9.	बैकड्राप थर्माकोल के अक्षरो सहित (साईट पर लगाने सहित)	प्रति वर्ग फीट	
10.	बैकड्राप फलेक्स प्रिंटिंग सहित(साईट पर लगाने सहित)	प्रति वर्ग फीट	
11.	फलेक्स प्रिंट करके लकडी के बांसों/ लकडी के फ्रेम पर लगाकर साईट पर लगाना	प्रति वर्ग फीट	
12.	फलेक्स प्रिंट करके लोहे के फ्रेम पर लगाकर साईट पर लगाना	प्रति वर्ग फीट	
13.	फलेक्स प्रिंटिंग	प्रति वर्ग फीट	
14.	प्लास्टिक त्रिपाल होर्डिंग लिखने सहित (साईट पर लगाने सहित)	प्रति वर्ग फीट	
15.	आयरन बोर्ड पर पेन्ट से लिखाई एक तरफ (बोर्ड की टांगों व बोर्ड के पीछे के हिस्से पर रंग सहित)	प्रति वर्ग फीट	
16.	आयरन बोर्ड पर पेन्ट से लिखाई दोनो तरफ (बोर्ड की टांगों पर रंग सहित)	प्रति वर्ग फीट	

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17.	आयरन बोर्ड पर पेन्ट कर रेडियम अक्षरों से लिखाई एक तरफ (बोर्ड की टांगों व पीछे रंग सहित)	प्रति वर्ग फीट	
18.	आयरन बोर्ड पर पेन्ट कर रेडियम अक्षरों से लिखाई दोनो तरफ (बोर्ड की टांगों पर रंग सहित)	प्रति वर्ग फीट	
19.	लोहे / प्लास्टिक / दीवार पर पेन्ट कर लिखाई का कार्य	प्रति वर्ग फीट	
20.	आयरन बोर्ड पर रेडियम की बैकग्राउण्ड व रेडियम अक्षरों से लिखाई एक तरफ (बोर्ड की टांगों व बोर्ड के पीछे के हिस्से पर रंग सहित)	प्रति वर्ग फीट	
21.	आयरन बोर्ड पर रेडियम की बैकग्राउण्ड व रेडियम अक्षरों से लिखाई दोनो तरफ (बोर्ड की टांगों पर रंग सहित)	प्रति वर्ग फीट	
22.	आयरन बोर्ड बनाकर साईट पर लगाना (24 गेज चद्दर व 35x5MM की एंगल फ्रेम सहित) भाडा, मजदूरी व अन्य सामग्री सम्मिलित (बोर्ड की टांग रहित) 1.3'x2' फीट साईज तक, 2.3'x2' फीट से बडे साईज के	प्रति वर्ग फीट प्रति वर्ग फीट	
23.	आयरन बोर्ड बनाकर साईट पर लगाना (18 गेज चद्दर व 50x6MM की एंगल फ्रेम सहित) भाडा, मजदूरी व अन्य सामग्री सम्मिलित (बोर्ड की टांग रहित) 1- 3'x2' फीट साईज तक, 2- 3'x2' फीट से बडे साईज के	प्रति वर्ग फीट प्रति वर्ग फीट	
24.	बोर्ड की टांग 35x5MM एंगल पर, दो से तीन फीट जमीन में सीमेंट कंकरीट से फिक्स करने सहित	प्रति रनिंग फीट	
25.	बोर्ड की टांग 50x6MM एंगल पर, दो से तीन फीट जमीन में सीमेंट कंकरीट से फिक्स करने सहित	प्रति रनिंग फीट	
26.	फ्लेक्स बैकड्राप बोर्ड को एक स्थान से दूसरे स्थान पर लगाने का व्यय	प्रति वर्ग फीट	
27.	बोर्ड की टांगे चौकोर पाईप स्टेण्ड पर 2½ फीट जमीन में सीमेन्ट कंकरीट से गाडने सहित 1½"x1½", 2"x2", 3"x3"	प्रति रनिंग फीट	
28.	चारों तरफ 1'x1' इंच एम.एस. पाईप की 22 गेज फ्रेम व चद्दर का बॉक्स बैकलिट प्रिंट करके, बिजली फिटिंग, ट्यूबलाइट, चौक आदि सहित ग्लो साईन बोर्ड निश्चित स्थान पर लगाना 1. एक तरफ दिखने वाला, 2.दोनो तरफ दिखने वाला,	प्रति वर्ग फीट	
29.	पुराने ग्लो साईन बोर्ड पर:-	वर्ग फीट	

	1. पुराने ग्लो साईन पर बैकलिट लगाना 2. नई ट्यूब लाईट लगाना प्रति नग 3. नया चौक लगाना प्रति चौक 4. ग्लो साईन बोर्ड को शिफ्ट करने का कार्य	
30.	1. लोहे के लगे हुए बोर्ड को स्थानान्तरित करवाने का खर्च 2. मरम्मत खर्च,	प्रति वर्ग फीट	
31.	किसी प्रकार के कम्प्यूटर डिजाईनिंग का कार्य लिखाई मेटर सेट करना, लिखाई मेटर फोटो स्केन करना डिजाईन कलर प्रिंट का चार्ज (श्याम श्वेत प्रिंट का कोई चार्ज नहीं होगा)	प्रति डिजाईन, प्रति डिजाईन, प्रति कॉपी	
32.	समारोह कार्यक्रमों में दिशा निर्देशक पट्टिकाएं (विनायल प्रिंट पर) सनपेक्ट शीट पर पेस्ट करके लगाना, सनबोर्ड शीट पर पेस्ट करके लगाना, केवल विनायल प्रिंट करके लोहे या किसी अन्य पर चिपकाना	प्रति वर्ग फीट, प्रति वर्ग फीट, प्रति वर्ग फीट	
33.	गोल पाईप 2x2 इंच की चौकोर एम.एस. पाईप की फ्रेम 22 गेज चददर की प्लेट अन्दर लगाकर डिजाईनदार बोर्ड (टांग रहित)	प्रति वर्ग फीट	
34.	50x6 MM की एंगिल	प्रति रनिंग फीट	
35.	शहर में बिजली के खंभो पर बोर्ड लगाने का कार्य	प्रति वर्ग फीट	
36.	बोर्ड पर दो स्टेण्ड (स्टेण्डी) लगाने का कार्य	प्रति स्टेण्ड	
37.	सन फ़ैब्रिक बैनर	प्रति वर्ग फीट	
38.	सन फ़ैब्रिक बोर्ड	प्रति वर्ग फीट	

हस्ताक्षर

नाम.....

फर्म का पता.....



राजस्व अधिकारी (मु0)

नगर निगम जयपुर हैरिटेज