

# OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)

## NAGAR NIGAM JAIPUR HERITAGE NOTICE INVITING E – BID FOR WORKS

ई-निविदा सूचना संख्या 07/2024-25

- 1 E-Bid are hereby invited for the works as per enclosed list from enlisted contractors of the appropriate class with the CPWD, Postal, Telecom, Railway, MES, Other State Governments/Central Government Undertakings/Organization equivalent to AA and A Class only eligible after giving prescribed Bid security.

निविदा हेतु पात्रता की श्रेणी:-

क्र. सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी	पंजीकरण करने वाले विभाग
1	किसी भी सीमा तक	"एए" श्रेणी, संवेदक	स्वायत्त शासन विभाग, राजस्थान जयपुर व राजस्थान प्रदेश में अन्य नगरनिकायों में पंजीकृत सभी संवेदक अपनी श्रेणी अनुसार तथा अन्य विभागों में पंजीकृत ठेकेदार जो "ए" अथवा "एए" श्रेणी में पंजीकृत है (पंजीकरण नियम Appendix XVI (Rule 334) Sec. II.2 के अनुसार एवं वित्त (वित्तीय नियम) विभाग राजस्थान सरकार के आदेश दिनांक 27.06.2024 लोक निर्माण वित्तीय एवं लेखा नियम भाग- II के परिशिष्ट- XVI के अनुसार)
2	रुपयें 10.00 करोड़ तक	"ए" श्रेणी, संवेदक	
3	रुपयें 5.00 करोड़ तक	"बी" श्रेणी, संवेदक	
4	रुपयें 1.5 करोड़ तक	"सी" श्रेणी, संवेदक	
5	रुपयें 30.00 लाख तक	"डी" श्रेणी, संवेदक	

- 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 Executive engineer (Project) 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](http://www.jaipurmheritage.org)
- 3 If the Bids 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 Executive engineer (Project) 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](http://www.jaipurmheritage.org) & <http://eproc.rajasthan.gov.in> and also can be seen in the office of the Executive engineer (Project). 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, Earnest Money Deposit, RISL fee etc. are to be paid only on online to the website [www.jaipurmheritage.org](http://www.jaipurmheritage.org) 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](http://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 NNJ website [www.jaipurmheritage.org](http://www.jaipurmheritage.org) for:-

क्र. सं.	कार्य का नाम	अनुमानित लागत (राशि लाखों में)	अमानता राशि 2% एवं (0.5% निगम में रजिस्टर्ड फर्म हेतु)	निविदा शुल्क	MD-RISL Fees	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.	Construction of Boundary wall from G.I. Sheet at C & D waste Collection center Kishanbag (Hawamahal Zone)	41.27	Rs. 82540/- & Rs. 20635/-	500 18% GST 590/-	500	11.07.2024 6.00 PM	12.07.2024 6.00 PM	23.07.2024 6.00 PM	24.07.2024 11.00 AM	4 माह

and addressed to the commissioner nagar nigam Jaipur heritage Enlisted contractors shall be required to deposit ½% of estimated cost of work as Bid security while Biding within their enlistment zone. For out side their zone, 2% Bid security shall be required to be deposited.

- 7 The Performance security @ 10% of the gross amount shall be deposited by successful bidder within 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.
  - 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 @ ½% of estimated cost of work put to Bid, 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, & D, E 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 Bid validity 90 Days
  - 21 Firm Should be Registered in GST Certificates of Registration should be attached along with Tender & ESI, PF

Certificate should be submitted before work order.

**22 Additional Performance Security.-**

(1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**Explanation:** For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

23 Defect liability period Shall be has per Rule.

EXECUTIVE ENGINEER (Project)  
NAGAR NIGAM JAIPUR HERITAGE

अधिकाधी अभियन्ता (प्रो.)  
नगर निगम जयपुर हैरिटेज

**SIGNATURE OF CONTRACTOR**

**ADDRESS :**

**Mobile No. :**

## OFFICE OF THE EXECUTIVE ENGINEER (PROJECT)

## NAGAR NIGAM JAIPUR HERITAGE

NAME OF WORK:- Construction of Boundary wall from G.I sheet at C &amp; D waste collection Centre kishanbag ( Hawamahal Zone )

## G-SCHEDULE

RUIDP SOR - 2023

Sr. No.	Item Description	Quantity	Units	Rate	Total Amount
1	EARTH WORK				
2	Earth work in excavation in foundation, trenches etc. including dressing of sides and ramming of bottoms, including getting out the excavated material, refilling after laying pipe/ foundation and disposal of surplus excavated material at a lead upto 50m suitable site as per direction of Engineer for following depths, below natural ground / Road top level.				
3	1) In all types soils/ saturated soil such as moorum, sand, sandy silt, clay, black cotton soil, kankar, etc.				
4	1) Depth upto 1.5 m	109.049	cum	229.5	25026.7455
5	CARRIAGE OF MATERIALS				
6	CARRIAGE OF MATERIALS (By Mechanical Means): Carriage of Materials by mechanical transport including loading, unloading and stacking :: The rates will be applicable to net quantities after deduction of prescribed percentage for voids mentioned in the specification under subhead "Carriage of Materials"				
7	1) Earth				
8	E) 5 Km	109.049	cum	254.76	27781.32324
9	G) Beyond 10 Km. upto 20 Km. per Km.	109.049	cum	172	18756.428
10	F) Beyond 5 Km upto 10 Km. per Km.	109.049	cum	102	11122.998
11	CEMENT CONCRETE PAVEMENTS				
12	Providing and laying lean cement concrete 1:4:8 in Sub- base over a prepared sub-grade with coarse and fine aggregate conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per table 600-1, cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in concrete mixer, laid manually, compacted with surface vibrator, finishing and curing complete as per clause 601, 112 of MoRT&H specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.	20	cum	2955	59100
13	Providing and laying un-reinforced, dowel jointed, plain cement concrete mix in pavement over a prepared sub base with 43 grade cement, coarse and fine aggregate conforming to IS: 383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, debonding strip, dowel bar, tie rod, admixtures as approved, curing compound, finishing to lines and grades complete as per drawing and as per clause 602, 112 of MoRT&H specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.				
14	3) PCC M-30	50	cum	6740	337000
15	CONCRETE WORK				
16	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - All work upto plinth level :				
17	2) 1:1½:3 (1 Cement : 1½ coarse sand : 3 graded stone aggregate 20 mm nominal size).	39.366	cum	5910	232653.06
18	6) 1:3:6 (1 Cement : 3 fine/ coarse sand : 6 graded stone aggregate 40 mm nominal size).	9.842	cum	4885	48078.17
19	STEEL WORK				
20	Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.				
21	2) In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	14510.95	KG	144.5	2096832.275
22	ROOFING				
23	Providing corrugated G.S. sheet roofing including vertical/ curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete upto any pitch in horizontal/ vertical or curved surfaces) excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.				
24	3) 0.63 mm thick with zinc coating not less than 275gm/m²	1240.96	sqm	914	1134237.44
25	FINISHING				
26	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
27	1) Two or more coats on new work	1200	sqm	114	136800
	Total				4127388.44

Executive Engineer (Project)  
Nagar Nigam Jaipur Heritageअधिसाषी अभियन्ता (प्रो.)  
नगर निगम जयपुर हैस्टिजI/ We hereby accented rates  
Part \_\_\_\_\_ % Above/Below

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.