OFFICE OF THE NAGAR NIGAM
HERITAGE JAIPUR

निगम मुख्यालय स्थित मलेशिया स्टोर में 02 नग लार्ज क्रीकल माउंटेड फोटोग्राफ मशीन क्रय हेतु।

वर्ष 2023–2024

बोली प्रपत्र

बोलीदाता के लिये दिशा—निर्देश
## A - बोली की शर्तें

1. 02 नग लार्ज बीकेल माउंटेड फोगिंग मशीन निन स्पेसिफिकेशन के अनुरूप सप्लाई करनी होगी।

### Vehicle Mountable Fogging Machine Specification

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Type of Machine</th>
<th>Vehicle Mountable Fogging Machine</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Max. performance of engine</td>
<td>Between 70 kw to 80 kw</td>
</tr>
<tr>
<td>2.</td>
<td>Empty weight of machine</td>
<td>Between 60 kg to 75 kg</td>
</tr>
<tr>
<td>3.</td>
<td>Capacity of solution tank</td>
<td>2x(60-70) Liter with SS Tank</td>
</tr>
<tr>
<td>4.</td>
<td>Capacity of fuel tank</td>
<td>20-25 liter NON-Pressurised</td>
</tr>
<tr>
<td>5.</td>
<td>Average fuel consumption</td>
<td>Between 6 liter/h to 8.5 liter/h</td>
</tr>
<tr>
<td>6.</td>
<td>Automatic ignition</td>
<td>12 V DC Electric ignition</td>
</tr>
<tr>
<td>7.</td>
<td>Flow Rate</td>
<td>30-190 l/h (according to nozzle size used)</td>
</tr>
<tr>
<td>8.</td>
<td>total size of machine (length<em>breadth</em>height) in cm</td>
<td>150-165x90-98x90-105</td>
</tr>
<tr>
<td>9.</td>
<td>Starting</td>
<td>Dual start (Self and manual + PVC Pump)</td>
</tr>
<tr>
<td>10.</td>
<td>Warranty and free maintenance</td>
<td>01 year Warranty</td>
</tr>
</tbody>
</table>

2. मशीन की मैन्युल्यावरिंग डिटैल वार्टी 01 वर्ष होगी। इसके अतिरिक्त 05 वर्ष तक ऑन रिसोलेटर वार्टी होगी।
3. बोलीदलारा द्वारा कम्पनी का ची.एस.टी नम्बर संलग्न करना होगा।
4. बोलीदलारा द्वारा फर्म का पेन नम्बर संलग्न करना होगा।
5. संस्थान द्वारा दर्ज निर्णयवाद विविध प्रक्रिया में प्रस्तुत कर जावेगी।
6. बोलीदलारा द्वारा बोली प्रचार व शर्तों पर यूर्य के हस्ताक्षर कर स्कन्न कर कर [www.eproc.rajasthan.gov.in] पर अपलोड करने पर ही बोली को माफ किया जावेगा।

7. सर्विस :- ए.एच.सी.बी वार्टी पिंपियां समाप्त होने के बाद दस्तावेज होगी।
8. एफ.ओ.आर मल्लिया ड्रोप मुख्यालय भवन नगर निगम, जम्मू होगा। एफ.ओ.आर के लिए अन्लाई रिक्लूट के होगा।
9. सप्लाई से पूर्व प्रशिक्षण एवं डेमोस्ट्रेशन कम्पनी द्वारा निर्देशित दिया जावेगा。
10. प्रति वर्ष 01 वर्ष के लिये अनुमोदित होगी, और मशीन की अभिव्यक्ति आवश्यकता होने पर RTTP नियमों के अनुसार सप्लाई करना होगा, सप्लाई द्वारा मना नहीं किया जावेगा।
11. समस्त प्रकार के केंद्र/राज्य सरकार के कर्म का दान में आन्तरिक लागत का होगा।
12. बोली में सफल संबंधक को कार्यालय जागीत करने के परिणाम 7 दिवस के अन्दर अनुबंध करना अनिवार्य होगा।
13. फर्म होने की दशा में पार्टनरशिप डिटेंशन सर्टिफिकेट/पावर ऑफ अटार्नी अथवा एक मात्र प्राप्ताइटर होने की दशा में इस आश्वास का प्रशंसक पत्र 100/-रूपये के स्टाम्प पर नोटरी से प्रमाणित कर प्रस्तुत करना होगा।
14. बोलीदलारा भारत सरकार अथवा राज्य सरकार के किसी भी विभाग अथवा किसी भी राज्य के विभिन्न एवं अन्तरराष्ट्रीय विभाग में पंजीकृत हो/भारत सरकार अथवा राज्य सरकार अथवा किसी भी राज्य के
15. बोलीदाता को प्रस्ताव के वास्तविक होने का श्रेण राशि 100/- रूपये के स्तर पर प्रस्तुत करना होगा।
16. बोलीदाता को बोली के साथ नियमानुसार आमनता राशि जमा करानी होगी।
17. बोलीदाता द्वारा जिसी शर्त/क़ेद लगाने अथवा अन्य जिसी भी जाशकीय प्रतिविधान द्वारा क्रय प्रक्रिया का अनुसार नहीं करने के कारण बड़े छोटे संस्थें अथवा अपराध में दंडित न होने का श्रेण पत्ता 100/- रूपये के स्तर पर नोटिस से प्रमाणित प्रस्तुत करना होगा अथवा फर्म भौली प्रक्रिया के लिए आयोग होगी, गलत तथ्य देने पर उसके विरुद्ध कार्यवाही भी की जा सकतीगी।
18. यदि क्रय अधिकारी बोली बस्तुओं के से जिसी बस्तु का क्रय नहीं करता या बोली प्रस्तुत में वर्णित मात्रा से कम का क्रय करता है तो बोलीदाता मुआवज देता या जिसी दावे का हकदार नहीं होगा।
19. बोली के समय जमा कराने गई अधिम राशि को प्रतिनिधित्व क्रम के प्रति समायोजित कर लिया जाएगा। प्रतिनिधित्व क्रम जिसी भी धारा में अधिम राशि से कम नहीं होगी।
20. निगम द्वारा प्रतिनिधित्व की रक्षा पर कोई व्यापक अनुमान नहीं किया जाएगा।
21. अनुबंध में प्रयुक्त स्तर का व्यय बोलीदाता द्वारा संदेह किया जाएगा और निगम को कसर का समय रुप से नियमाधिक स्तर में प्रतिलेख निःशुल्क प्रस्तुत किया जाएगा।
22. यदि कृषि बादश के कारण संयुक्तदल के प्रदान की पूर्ति में भ्रामक समय की वृद्धि चाहिए है तो उस अधिकारी को बादश से राखित होते ही उसके लिए लिखित में तुरंत आवेदन कराएगा। जिससे प्रदान के आदेश दिए हैं, कितु भ्रामक की पूर्ति को नियम तालिक के पश्चात नहीं।
23. जयपुर नगर की निगम को कृषि बादश अथवा समस्त बादशों को निर्देश करने का अधिकार होगा।
24. समारोह बादश स्वीकार नहीं की जाएगी।
25. यदि बोलीदाता आत्मप्रति करने में अक्षम रहता है अथवा अनुकूल शर्त का उल्लंघन करता है तो आमनता राशि प्रमाण करता जाएगी।
26. महीने W.H.O माप देखे के अनुसार होगी।
27. महीने के मानक का प्रमाणिकरण राइटर्स द्वारा करने की जिम्मेदारी आपूर्तिकर्ता की होगी। विल के साथ राइटर्स का प्रमाण पता प्रस्तुत करना होगा।
28. बोलीदाता द्वारा गत 03 वर्षों की आयार रिटेप संदर्भ लेखाकार द्वारा प्रमाणित प्रस्तुत करनी होगी।
29. तकनीकी बिड के माध्यम से व्यापार सामग्री दस्तावेज प्राप्त होने पर फर्म को सफल मानने हुए वित्तीय बिड खोली जाएगी, अथवा वित्तीय बिड पर विचार नहीं किया जाएगा।
30. संवेदन द्वारा अनुस्मरण A,B,C,D स्थ्य हस्ताक्षर कर अपलोड करने होगा।
31. व्यापार भवन में कृषि भी विवाद पर होने वाले समस्त प्रकार के न्यायिक/गैरन्यायिक विवादों के लिए क्षेत्राधिकार जयपुर महानगर में स्थित सिविल न्यायालय में निहित होगा।

उपायुक्त (स्वास्थ्य)
नजर निगम हेष्टेज जयपुर
<table>
<thead>
<tr>
<th>क्रं सं.</th>
<th>विवरण</th>
<th>प्रस्तुत दस्तावेजों का विवरण</th>
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<td>11.</td>
<td>कार्य का नाम</td>
<td>02 नग लार्ज वींकल माउंटेड फॉरिंग मशीन क्र्य हेतु</td>
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<td>12.</td>
<td>फर्म का नाम</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>फर्म का पता व योगाइल नंबर</td>
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<tr>
<td>14.</td>
<td>फर्म की ई-मेल आईडी</td>
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<tr>
<td>15.</td>
<td>फर्म का वैस नंबर</td>
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<tr>
<td>16.</td>
<td>फर्म का रजिस्ट्रेशन का विवरण</td>
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<tr>
<td></td>
<td>विवरण</td>
<td>रज. सं.</td>
</tr>
<tr>
<td></td>
<td>वस्तु एस. सेवा कर (जीआईडी)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>आय कर (पैन नंबर)</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>फर्म के विरुद्ध किसी भी प्रकार की देवता बकाया नहीं है तथा फर्म</td>
<td></td>
</tr>
<tr>
<td></td>
<td>वेलिंग सिस्टम नहीं होने के संबंध में शाफ्ट-पट्र संलग्न करना है।</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>फर्म होने की दशा में पारंपरिक गृह स्टीटिकेट/पादरी और</td>
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<td>अन्य आयु एक मात्र प्रोफेशनल होने की दशा में इस</td>
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</tr>
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<td></td>
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<td></td>
</tr>
<tr>
<td>19.</td>
<td>बौली सुल्क 500/-—रूपये का जना करवाकर रसीद अपलोड करनी</td>
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</tr>
<tr>
<td>20.</td>
<td>बौली प्रोजेसिंग फीस 500/-— रूपये आरआईएसएल. में जना</td>
<td></td>
</tr>
<tr>
<td></td>
<td>करवाकर रसीद अपलोड करनी हेतु।</td>
<td></td>
</tr>
</tbody>
</table>

उपाधेय (स्वाभाव)  
नगर निगम हैरिटेज,  
जयपुर
02 नग लार्ज बीकल माउन्टेड फोगिंग मशीन क्रय हेतु

वर्ष 2023–24

<table>
<thead>
<tr>
<th>क्र.स.</th>
<th>सामान का नाम</th>
<th>तात्ताद</th>
<th>मूल दर</th>
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<tbody>
<tr>
<td>1.</td>
<td>02 नग लार्ज बीकल माउन्टेड फोगिंग मशीन क्रय हेतु</td>
<td>02 नग लार्ज बीकल माउन्टेड फोगिंग मशीन</td>
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</table>

नोट: GST प्रविष्टि दर अदुसार अलग से देय होगा।

हस्ताक्षर बोलीदाता
मय मोहर
Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.
Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to ................................ for procurement of ................................ in response to their Notice Inviting Bids No. ..............

Dated .............. I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: ____________________________  Signature of bidder
Place: ____________________________  Name:

Designation: ______________________  Address:

Doc1
Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ______________________
The designation and address of the Second Appellate Authority is ______________________

(1) **Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) **The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.**

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

(4) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(5) **Form of Appeal**

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

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

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

Appeal No ..........of .............
Before the ......................... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:

   (ii) Official address, if any:

   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:


(Supported by an affidavit)

7. Prayer:


Place ........................................
Date ........................................
Appellant's Signature
Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.
3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.
Annexure E

Clause 1: Fair Wage Clause

(a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay 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-con tractors 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 sub contractors,

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be breach of the contract.

Clause 2: Contractor to engage technical staff

The Contractor shall engage the technical staff, as follows, on the contract works:-

(a) For works costing Rs. 100 lac and above- One Graduate Engineer.

(b) For works costing between Rs. 50 lac to Rs. 100 lac- One qualified diploma holder having experience of not less than 3 years.

(c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.
Clause 3:
The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 4: Safety Code
The Contractor shall follow the safety code of electricity Strictly.

Clause 5:
Near Relatives barred from tendering
The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared in valid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

Note: By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

Clause 6: Retired Gazetted Officers barred for 2 years
No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before, submission of the tender or engagement in the contractor's service, as the case may be.

Clause 7: Quality Control
The Municipal Corporation Jaipur shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests and shall bear the cost of all tests.

Clause 8:
The work (whether full constructed or not) and all materials, machines, tools and plant, scaffolding,
temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer- in-charge, and a certificate from him, to the effect, obtained.

Clause 9: Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies the legal heirs of the Contractor or the Chief Engineer or duly authorised Engineer shall have the option of terminating the contract without any compensation.

Clause 10: Force Majeure

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts or God such as-unprecedented floods, volcanic eruptions, earthquake of other invasion of nature and other acts.

Clause 11: General Discrepancies and errors:

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the department in the “G” Schedule. the rates as given in the basic Schedule of Rates of the Department for the area shall be taken as correct.

Clause 12: Post payment Audit & Technical Examination:

The Government shall have right to provide a system of per-check of Contractor’s bill by a specified Organization, and payment by an Engineer or an Accounts Officer/ Sr. Accounts Officer/ Chief Accounts Officer/ Financial Advisor, as the Government may in its absolute discretion prescribe. Any over-payments/ excess payment detected, as a result of such per-check post-check of Contractor’s bill, can be recovered from the contractor’s bills in the manner, herein before provided and the Contractor will refund such over/ excess payments.

Clause 13: Check Measurements:

The department reserves to itself, the right to prescribe a scale of check measurement of work in general, or specific scale for specific works of or by other special orders (about which the decision on the department shall be final) Checking of measurement by superior officer shall supersede measurements by the subordinate officer and the former will become the basis of the payment. Any over/excess payment detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 14: Check Measurements:
The Contractor in course of the work should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage on the Government. As per direction of the Engineer-in-Charge.

**Clause 15: Recovery from Contractors:**

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

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

**Clause 16: Jurisdiction of Court:**

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