



# Nagar Nigam Heritage Jaipur

(Purana police Head Quter Badi chopad Hawamahal Jaipur)

## E-BID NOTICE NO. 07/2024-25

Enclose in Bid Document

<b>Detailed NIB</b>	
Name & address of the procuring entity	<ul style="list-style-type: none"><li>➤ Nagar Nigam Jaipur heritage.</li><li>➤ Address: Deputy commissioner (Animal Management) Old PHQ Building, Behind Hawamahal, Badi Chopar, Jaipur.</li></ul>
Subject matter of procurement	नगर निगम हैरिटेज जयपुर शहर से आवारा पशु गाय, बैल, साण्ड, भैस, भैसा, धोडा, धोडी, ऊँट, ऊटनी, गधा, गधी, खच्चर, बकरा, बकरी, भैड, मेढा, बछडा, बछडी, (नायडी, केवडा) पाडा, पाडीएवं अवैध संचालित पशु डेयरियो से पशुओ को पकड कर गौ पुर्नवास हिगोनिया में जमा कराने का कार्य।
Bid procedure	Single stage Two Part (Envelope) open Competitive E-Bid
Bid evaluation criteria (selection method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading bidding document, corrigendum, addendums, etc.	<b>Websites:</b> <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> <a href="http://www.jaipurmheritage.org">www.jaipurmheritage.org</a>
Website for online bid application participation and payment*	<ul style="list-style-type: none"><li>➤ Website: <a href="http://www.jaipurmheritage.org">www.jaipurmheritage.org</a></li><li>➤ For participating in the bid the bidder has to apply for this bid and pay the bidding document fee, RISL processing fee online and bid security only.</li></ul> Bidding Document Fees: Rs.1770(One Thousand Seven Hundred Seventy Rupee Only) With 18% GST. <ul style="list-style-type: none"><li>➤ RISL Processing Fee.: Rs. 2000(Two Thousand Rupee Only)</li><li>➤ Bid Security Rs. 3,08,000/-</li></ul>
Estimated procurement cost	INR 1.54 Cr. (One Corore Fifty Four Lacs Only)
Bid security deposit	INR 3,08,000 (Three Lack Eight thousand Only)
Applying bid and maing online payment on nagar nigam portal ( <a href="http://www.jaipurmheritage.org">www.jaipurmheritage.org</a> )	Start Date & Time 23-07-2024
Bid Submission on e-procurement portal of GOR ( <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )	Start Date & Time 23-07-2024 End Date & Time 29-07-2024
Date/Time/place of technical bid opening	Date & Time 30-07-2024 Nagar Nigam Jaipur Heritage
Date/Time/place of Financial bid opening	Will be Intimated later to the technically qualified Bidders
Bid Validity	90 Days from the Bid Opening Date

Note:-Nagar Nigam Jaipur Heritage has decided to receive bid fee, bid security and RISL processing fee online through Nagar Nigam Jaipur Heritage website/portal

  
**Deputy Commissioner**  
**(Animal Management)**  
**Nagar Nigam JaipurHeritage**



# कार्यालय उपायुक्त पशु प्रबंधन नगर निगम, हैरिटेज जयपुर

अल्पकालीन निविदा

## बेसहारा/आश्रयहीन पशुओं को पकड़ने एवं परिवहन कार्य की शर्तें वर्ष 2024-25 निविदा।

1. नगर निगम जयपुर हैरिटेज द्वारा अपने क्षेत्राधिकार में आश्रयहीन/बेसहारा पशुओं एवं अवैध पशु डेयरियों से पशुओं को पकड़कर गौ-पुनर्वास केन्द्र हिंगोनिया तक परिवहन कार्य (वाहन सहित श्रमिक हेतु) ई-प्रोक्योरमेंट सिस्टम द्वारा निविदा आमंत्रित की जाती है।
2. निविदादाताओं को निविदा शुल्क, अमानता राशि एवं प्रोसेसिंग फीस ऑन लाईन नगर निगम जयपुर हैरिटेज के वेबसाईट [www.jaipurmc.org.in](http://www.jaipurmc.org.in) पर अपलोड निविदा प्रपत्र में अंकित Submission date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्कैन कर के [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जावेगा। उक्त सभी प्रक्रिया नेट (ई-टेंडरिंग) से करनी होगी।
3. संवेदक को नगर निगम जयपुर हैरिटेज के सम्पूर्ण क्षेत्र से बेसहारा/आश्रयहीन पशुओं एवं अवैध पशु डेयरी से पकड़कर पशुओं को स्वयं के संसाधनों से गौ-पुनर्वास केन्द्र हिंगोनिया गौशाला भिजवाना होगा।
4. निविदा को निविदा के साथ 02 प्रतिशत राशि बिड सिक्योरिटी जमा करवानी होगी एवं सफल निविदा को लेखा नियमानुसार कुल निविदा की परफॉरमेंस सिक्योरिटी राशि नियमानुसार नगर निगम जयपुर हैरिटेज में जमा करवानी होगी।
5. जयपुर शहर की सड़को से समस्त आवारा पशुओं को पकड़ने एवं उनको निर्धारित स्थान पर अन्य उपकरण/औजार (रस्सा, बांस, डण्डा, बल्ली आदि) की व्यवस्था स्वयं के स्तर पर करनी होगी।
- निविदादाता को पशु पकड़ने के काउकेचर वाहन दो (5517,5518) नगर निगम जयपुर हैरिटेज द्वारा उपलब्ध कराये जायेंगे। जिनका किराया 20,000 रु. प्रति काउकेचर वाहन संवेदक के बिल से काटा जायेगा। उक्त वाहनों का समस्त मेन्टेनेंस संवेदक द्वारा किया जायेगा। साथ ही संवेदक को प्रतिमाह अंत में उक्त वाहनों का भौतिक सत्यापन गैराज शाखा नगर निगम हैरिटेज द्वारा कराना अनिवार्य होगा।
- निविदादाता को दो अलग से काउकेचर वाहन रखने होंगे जो 08 वर्ष से अधिक पुराने नहीं होंगे। उक्त वाहनों का भी समस्त मेन्टेनेंस संवेदक द्वारा किया जायेगा।
- संवेदक को दो ट्रेक्टर मय ट्रौली मय हाईड्रोलिक मय समस्त संसाधन उपलब्ध कराने होंगे ताकि छोटी गलियों से आवारा पशु पकड़ने की कार्यवाही की जा सके।
6. संवेदक को प्रतिदिन 04 वाहन (काउकेचर) हाईड्रोलिक लिफ्ट सहित उपलब्ध करवाने होंगे तथा प्रत्येक वाहन पर 06 श्रमिक अनिवार्य रूप से लगाने होंगे।
7. संवेदक द्वारा श्रमिकों को भुगतान राज्य सरकार, भारत सरकार एवं लेबर एक्ट के प्रावधानुसार करना होगा।
8. संवेदक को दो पारियों में कार्य करना होगा प्रथम पारी प्रातः (06.00 am से 02.00 pm) एवं द्वितीय पारी दोपहर (02.00 pm से 10.00 pm) तथा आवश्यकता होने पर निर्देशन पर तृतीय पारी रात्रिकालीन (10.00 pm से 06.00 Am) तक सेवाएं उपलब्ध करवानी होगी।
9. संवेदक द्वारा उपलब्ध करवाये जा रहे वाहनों में निगम द्वारा निर्देशित प्रकार जी.पी. एस./वी.टी.सी. अथवा अन्य मॉनेटरिंग सिस्टम निर्देशित फर्म/संस्था के माध्यम से लगवाये जाने के उपरान्त ही वाहन कार्य हेतु उपलब्ध करवाया जावेगा।



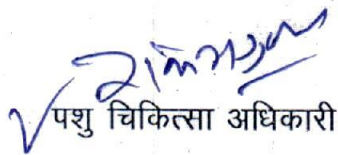
10. इस प्रकार के उपकरण की लागत व वार्षिक रखरखाव पर व्यय को संवेदक द्वारा ही वहन किया जावेगा।
11. संवेदक द्वारा उपलब्ध वाहनों का रजिस्ट्रेशन नम्बर, बीमार एवं फिटनेस सर्टिफिकेट्स पशु प्रबंधन शाखा में अनुबंध के समय कार्य प्रारम्भ करने से पूर्व जमा करवाने होंगे।
12. संवेदक द्वारा वाहन प्रतिदिन पूर्णतः साफ-सुथरा एवं सेनेटाईज होना आवश्यक है। श्रमिकों को यूनिफॉर्म मय सुरक्षा उपकरण के साथ होना आवश्यक है ऐसा नहीं होने पर 1000 रु. प्रति दिवस श्रमिक शास्ती आरोपित की जावेगी।
13. संवेदक के श्रमिकों के किसी भी प्रकार चोट/दुर्घटनाग्रस्त होने पर समस्त जिम्मेदारी संवेदक की होगी। नगर निगम जयपुर हैरिटेज का कोई उत्तरदायित्व नहीं होगा।
14. संवेदक द्वारा उपलब्ध वाहनों से किसी दुर्घटना की जिम्मेदारी भी संवेदक की होगी। नगर निगम जयपुर हैरिटेज किसी भी घटना के लिए उत्तरदायी नहीं होगा।
15. संवेदक को वाहनों में समुचित डीजल/ल्यूब्रिकेन्ट की व्यवस्था रखनी होगी। वाहन उपयोग के समय उन वाहनों में आकस्मिक रूप से हुई खराबी की स्थिति में वैकल्पिक वाहन की व्यवस्था निविदादाता को तुरन्त करनी होगी, उपलब्ध नहीं कराने पर 10,000/- रु. प्रतिदिन प्रतिवाहन की शास्ती वसूल की जावेगी।
16. निविदा की राशि के कार्य प्रतिभूति सम्पादन राशि 5 प्रतिशत होगी।
17. पशुओं को पकड़ने, वाहनों में चढ़ाने, उतारने परिवहन के दौरान संवेदक द्वारा पशु पर किसी भी प्रकार अत्याचार/क्षति होने पर संवेदक के खिलाफ पशु क्रूरता अधिनियम 1960 एवं अन्य सुसंगत प्रावधानों के अनुरूप नियमानुसार कार्यवाही की जावेगी।
18. संवेदक को कार्यादेश देने के पश्चात् 03 दिवस में कार्य प्रारम्भ करना होगा। संवेदक द्वारा कार्य प्रारम्भ नहीं करने पर एल-2 संवेदक को एल-1 की सम्पूर्ण प्रतिभूति राशि जब्त कर फर्म को ब्लैक लिस्टेड की कार्यवाही की जावेगी तथा रिक्स एण्ड कॉस्ट पर कार्य एल-2 से करवाया जावेगा।
19. उक्त समस्त संसाधन (काउन्सेलर) 08 वर्ष पुराने रजिस्ट्रेशन नहीं होने चाहिए। उक्तानुसार पालना नहीं करने पर 10,000/-रु. प्रति वाहन/प्रतिदिन शास्ति आरोपित की जावेगी।
20. अनुमानित (Estimated) दर डालने वाली फर्म/संवेदक से अन्तर राशि (As per की दर से जितनी कम है) Work per Formance Guaranteeके रूप में कार्य प्रारम्भ करने से पूर्व (As per RTPP Act Rules 2013के नियम 75 (1) ) निगम कोष में जमा करनी होगी। उक्त राशि कार्य संतोषजनक पूर्ण होने के पश्चात् लौटा दी जावेगी।
21. निविदादाता की तकनीकी बिड डॉक्यूमेंट में दर अनुसूची में पशु की कटेगरी के अनुसार दर सभी करों (जी.एस.टी. व अन्य) सहित प्रस्तुत करनी होगी। बिड मूल्यांकन के समय संवेदक द्वारा प्रस्तुत प्रत्येक कटेगरी के पशुओं की दर की औसत न्यूनतम दर को एल-1 माना जावेगा।
22. संवेदक द्वारा कार्य सम्पादन में व्यवधान डालने पर भारतीय दण्ड संहिता के तहत कार्यवाही की जावेगी। साथ ही फर्म के खिलाफ ब्लैक लिस्टेड की कार्यवाही की जावेगी।
23. संवेदक द्वारा उपलब्ध करवाये गये वाहन/श्रमिकों द्वारा पशुधन सहायक/पशु चिकित्सा अधिकारी/उपायुक्त पशु प्रबंधन के निर्देशों की अवहेलना करने पर रु. 5000/- की शास्ती प्रतिदिन आरोपित की जावेगी।
24. संवेदक को पशुओं के दूध पीते बच्चों का उनके साथ परिवहन किए जाने पर कोई अतिरिक्त राशि देय नहीं होगी।
25. संवेदक को बिल का भुगतान श्री कृष्ण बलराम सेवा ट्रस्ट से जारी पशुओं को वहीं जमा करवाये जाने की बिल्टी उस पर पशु चिकित्सा अधिकारी उक्त के साथ प्रत्येक पशु को पकड़ने एवं छोड़ने के स्थलों की जीओ टेकिंग करवायी जावेगी। पशुगणना

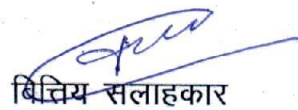


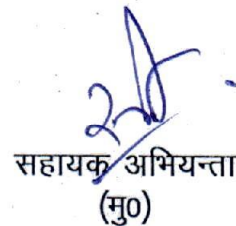


बढते हुए क्रम में टेग सहित होगी जो गौशाला द्वारा प्रमाणित की जावेगी। नगर निगम जयपुर हैरिटेज की प्रमाणिकता के पश्चात् स्वीकृत दर अनुसार भुगतान किया जावेगा।

26. राज्य सरकार एवं निगम कार्यालय द्वारा समय-समय पर जारी किए गए निर्देशों की पालना निविदादाताओं को करनी होगी।
27. संवेदक को उपरोक्त कार्य में भाग लेने के लिए विगत तीन वर्षों में निविदा राशि का वार्षिक औसत न्यूनतम 50 प्रतिशत टर्न ओवर होना आवश्यक होगा। इस हेतु संवेदक द्वारा सी.ए. से प्रमाणित ओडिटेड बेलेंस शीट लगाया जाना आवश्यक होगा।
28. निविदादाता द्वारा तकनीकी बोली में केन्द्र/राज्य सरकार के अधीन किसी भी विभाग में गत पाँच वर्ष (2018-19 से 2022-23) में से कम से कम तीन वर्षों के समान प्रकृति के कार्य अनुभव का साक्ष्य देना अनिवार्य होगा। अन्यथा निविदादाता की निविदा अस्वीकृत कर दी जावेगी।
29. निविदादाता को किसी भी राजकीय संस्था विभाग, बोर्ड, कॉर्पोरेशन अथवा उपक्रम में वर्तमान में ब्लैक-लिस्टेड/डी-बार अथवा डिफाल्टर घोषित नहीं किया होना चाहिए इस संबंध में 100 रूपये के नॉन ज्यूडिशियल स्टाम्प पैपर पर नोटरी से प्रमाणित शपथ-पत्र निविदा के साथ संलग्न किया जाना आवश्यक है।
30. संवेदक द्वारा प्रस्तुत किए जाने वाले बिल के साथ बाइन्डेड लॉग बुक तथा उसमें अंकित वाहनों के रजिस्ट्रेशन की प्रतियां भी संलग्न करनी होगी। साथ ही पकड़ते एवं छोड़ने के स्थानों की जी-टैकिंग की प्रतियां पशु सहित फोटोग्राफ वांछित इन सभी दस्तावेजों में किसी भी प्रकार की कमी पाई जाती है तो भुगतान नहीं किए जाने के लिए संवेदक स्वयं जिम्मेदार होंगे।
31. संवेदक द्वारा श्रमिकों/मानव संसाधनों को आर.टी.जी./एन.ई.एफ.टी के माध्यम से भुगतान किया जावेगा एवं श्रमिकों का जमा ई.एस.आई/ई.पी.एफ. के चालानों की प्रति प्रत्येक बिल के साथ संलग्न अनिवार्य होगा। अन्यथा भुगतान रोक दिया जावेगा।
32. संवेदक को पी.एफ/ई.एस.आई व जीएसटी नम्बर का प्रमाण पत्र संलग्न करना आवश्यक है।
33. निविदा प्रक्रिया के संबंध में राजस्थान लोक उपापन पारदर्शिता अधिनियम 2012 एवं तय संबंधी नियम 2013 तथा सामान्य वित्तीय एवं लेखा नियम के प्रावधान लागू होंगे।
34. संवेदक द्वारा निविदा शर्तों की पूर्ण पालना/अवेहलना करने पर उसे नोटिस दिये जायेगा। 03 नोटिस उपरान्त कार्य निविदा शर्तों अनुसार नहीं करने पर निविदा को निरस्त करते हुए फर्म/संवेदक के खिलाफ ब्लैक लिस्टेड की कार्यवाही अमल में लाई जायेगी।
35. संवेदक को निविदाकी समस्त सामान्य एवं विशेष शर्तें स्वीकार करनी होगी। संवेदक की ओर से प्रस्तुत सशर्त निविदाएं निरस्त की जायेगी।
36. निविदा की अवधि के दौरान किसी भी प्रकार का विवाद होने की स्थिति में श्रीमान् आयुक्त महोदय द्वारा लिया गया निर्णय अंतिम होगा व दोनों पक्षों (नगर निगम जयपुर हैरिटेज एवं संवेदक) दोनों को मान्य होगा।
37. किसी भी विवाद की स्थिति में न्यायिक क्षेत्र जयपुर होगा।

  
पशु चिकित्सा अधिकारी

  
वित्तीय सलाहकार

  
सहायक अभियन्ता  
(मु0)

  
उपायुक्त पशु प्रबन्धन



# Nagar Nigam Heritage Jaipur

(Purana police Head Quater Badi chopad Hawamahal Jaipur)

## Technical Bid

S.No.	Discription	Discription of Documents deposit by tenderar
1-	Description of Job	नगर निगम हैरिटेज जयपुर शहर से आवारा पशु गाय, बैल, साण्ड, भैस, भैसा, धोडा, धोडी, ऊँट, ऊटनी, गधा, गधी, खच्चर, बकरा, बकरी, भैड, मेढा, बछडा, बछडी, (नायडी, केवडा) पाडा, पाडी एवं अवैध संचालित पशु डेयरियो से पशुओ को पकड कर गौ पुर्नवास हिगोनिया में जमा कराने का कार्य।
2-	Name of Firm	
3-	Address & Mob No. of Firm	
4-	Email ID of firm	
5-	PANNo. of firm	
6-	RegistrationNo. to ESI& PF Department.	
7-	Registration No of Labour Dept.	
8-	Firm deposit affidavit about firm is not black listed & No financial liabilities are due against firm.	
9-	2% Bid security	
10-	Bidding Document fee. Rs. 1770 (Non Refundable) with 18% GST	
11-	RISL Processing fees Rs. 2000 (Non Refundable)	

Note:-

- 1- Bidder should deposit Bidding document fees, Bid Security and RISL processing fees online to the website [www.jaipurmc.org](http://www.jaipurmc.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). sales tax clearance & registration certificate is also to be scanned.
- 2- Above Mention Information are Correct according to my Knowledge & Faith and over firm are agree for all trem's & rules of the tender.

[WWW.JAIPURMC.ORG](http://WWW.JAIPURMC.ORG)  
[WWW.SPPP.RAJ.NIC.IN](http://WWW.SPPP.RAJ.NIC.IN)

Signature of tenderar  
with firm seal





# कार्यालय उपायुक्त पशु प्रबंधन नगर निगम, हैरिटेज जयपुर

(हवामहल के पीछे,माणक चौक, बडी चौपड जयपुर)

NIB.No .---02 /D.C(A.M.)/NNJH/2024-25


Date -

## Financial Bid

### दर-अनुसूची

कार्य का नाम	दर प्रति पशु
नगर निगम हैरिटेज जयपुर शहर से आवारा पशु गाय,बैल,साण्ड,भैसा,भैसा,घोडा,घोडी,ऊँट,ऊँटनी,गधा, गधी,खच्चर,बकरा,बकरी,भैड,गेडा,बछडा,बछडी,(नायडी,केवडा) पाडा,पाडीएवं अवैध संचालित पशु डेयरियो से पशुओ को पकड कर गौ पुर्नवास हिगोनिया में जमा कराने का कार्य।	अंको में रूपया..... .....
	शब्दों में रूपया..... .....

निविदादाता

  
उपायुक्त (पशु प्रबंधन)  
नगर निगम हैरिटेज, जयपुर।

## **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 are 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.