

# **NAGAR NIGAM JAIPUR HERITAGE**

Hawamahel ke Piche, Purana Police Mukhyalaya, Badi Chopad, Jaipur

## **BID DOCUMENT**

नगर निगम जयपुर हैरिटेज के मुख्यालय में विभिन्न सफाई कार्य हेतु अस्थाई अकुशल श्रमिकों की आपूर्ति के लिए निविदा आमंत्रित करने के संबंध में।



## Instruction to bidder


1. This tender is invited for supply of unskilled workers as per requirement for municipal corporation jaipur heritage.
- 2<sup>o</sup> संवदेक द्वारा उपलब्ध करवाये जाने वाले अकुशल श्रमिको को निगम नगर निगम हैरिटेज द्वारा सफाई व्यवस्था को सुदढ करने हेतु निगम क्षेत्र में सफाई कार्य/सफाई सम्बन्धित कार्य करवाया जावेगा।
3. Approximate no. of workers are 40 but the no. of workers may increase or decrease as per requirement.
4. The Bidder/firm should be registered in EPF, ESI, Income tax and unskilled workers department and they should submit their proposals for the aforesaid work. After acceptance of the bidders. JMCH may prepare a panel of two or three and So on bidders at lowest rate. In case of not following of any decision the Earnest money will be forfeited and offer may be given to next bidders.
5. Tender document can be downloaded from the web site [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)
6. Tenders can be submitted through ONLINE only. Tenders in Physical form shall not be accepted.
7. Tender with appropriate earnest money shall only be accepted.
8. Successful bidder shall deposit 5% of the value of work order as security deposit (as per RTPP Rules 2013) within 07 days from receipt of work order. If successful Bidder fails in doing this, his earnest money shall be forfeited and work shall be assigned to any of the Second/Third and so on bidder at approved rate.
9. JMC shall be free to assign the work to any other agency if performance of lowest firm is not up to mark.
10. Bidder shall provide requisite manpower to the Nagar Nigam Jaipur Heritage Area for Garbage Cleaning work etc.
11. Work duration will be 8 hour during this period.
12. if successful bidder fails to do work as per instruction/standards the work shall be assigned to any of the Second / Third and so on at approved rate.
13. With the monthly bill of operation, bidder shall provide list of operating staff. Bidder shall be liable to pay their wages, funds, insurance etc. by the 10<sup>Th</sup> of every month. JMCH shall be not responsible for any such claim of deployed manpower. Bidder has to submit documents/evidence of RTGS for wages, EPF & ESI deposition along with bill.
14. Bidder should provide uniform (as prescribed by JMCH) for all unskilled workers and ensure that they should wear uniform.
15. The bidder shall also submit the affidavits of all operating staff that they will not claim for regular employment in JMCH nor will file court case in this regard.
16. Bidder shall be responsible for all duties/levies etc. or revisions imposed by the government.
17. Bidder shall submit monthly bill to the Deputy Commissioner –Health by the 10<sup>th</sup> day of next month.
18. Bidder shall be panelized for the violation of any condition of the bid according to the schedule of penalty along with these penalties, bidder shall be responsible for all legal /governmental /prosecution proceedings imposed by law enforcement agencies, If any.
19. JMC shall not be responsible for any accident, mishap or damage caused by or in the machine or to the any human being at the time of working as well as parking.
20. Validity of contract shall be 2 months from the issuance of work order. Looking to the necessity, this may be extended with mutual consent between bidder and JMCH.
21. The rate to be quoted including GST and all taxes as applicable.
22. Bidder should have insurance for the operating Staff.
23. All conditions of tender shall be applicable.
24. If any dispute/Discrimination arises between bidder and JMCH, decision of JMCH shall be final and bound to both.
25. The contractor should follow all the labour act Rules.
26. All legal disputes shall be settled in Jaipur.
27. All RTPP provision & Rules and GF&AR will be applicable.



28. The bidder has to sign the annexure A, B, C, D & E upload on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) otherwise tender would not be valid.
29. Bid Validity 90 Days (3 month)
30. Bidder should follow all instructions which is issued time to time by JMCH.
31. General schedule of penalty

S.N	Reason for which penalty is proposed	Penalty in Rs.
1	If the Bidder does not provide list of manpower provided by him to execute the allotted work along with the monthly bill	2% of the billing amount
2	If operating staff does not follow the instruction of the JMC officials	Payment of that operation shall not be made +Rs. 300.00/ event
3	If Bidder does not submit monthly bill to the Dy. Commissioner –Health by the 10'th of every month. in case of any holiday next working day shall be deemed as 10'th	Rs.100/Day till receipt of that bill
4	If unskilled worker not wear uniform	Rs. 100/- per unskilled worker per shift

**Signature of Bidder**

  
**DC (Health )**



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## -ELIGIBILITY CRITERIA

तकनीकी निविदा के साथ में निविदादाता द्वारा निम्न दस्तावेज अपलोड किये जावेंगे :-

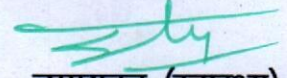
- 1- संवेदक/फर्म का राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 के अन्तर्गत रजिस्ट्रेशन/पंजीकरण होना आवश्यक है। पंजीयन की स्कैन प्रति।
- 2- निविदादाता/फर्म का वस्तु एवं सेवाकर कार्यालय ङ्खड में पंजीयन होना आवश्यक है। PAN Card एवं GSTIN पंजीयन प्रमाण पत्र की स्कैन प्रति।
- 3- निविदादाता/फर्म का कर्मचारी भविष्य निधि विभाग में कर्मचारी भविष्य निधि अधिनियम, 1952 के तहत एवं कर्मचारी राज्य बीमा विभाग में कर्मचारी राज्य बीमा अधिनियम, 1948 के तहत रजिस्ट्रेशन/पंजीकरण होना आवश्यक है। पंजीयन की स्कैन प्रति।
- 4- निविदादाता/फर्म का राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत रजिस्ट्रेशन/पंजीकरण होना आवश्यक है। पंजीयन की स्कैन प्रति।
- 5- निविदादाता फर्म द्वारा अनुलग्नक (I) रूपये 100 के नॉन-ज्यूडिशियल स्टाम्प पर तकनीकी बिड के साथ संलग्न करना होगा।
- 6- जॉइन्ट वेंचर स्वीकार नहीं होगा तथा न ही संवेदक इस कार्य को किसी अन्य संवेदक को सबलेट कर सकेगा।
- 7- निविदा प्रपत्र के प्रत्येक पेज पर आवेदक के हस्ताक्षर व सील लगाकर निविदा प्रपत्र की स्कैन प्रति।
- 8- संवेदक द्वारा Annexure-G में अंडरटेकिंग की स्कैन प्रति।
- 9- निविदादाता के द्वारा RTPP Act के सेक्शन 7 – 11 में घोशणा पत्र की स्कैन प्रति।
- 10- निविदादाताओं को निविदा शुल्क, अमानता राशि एवं प्रोसेसिंग फीस ऑनलाईन नगर निगम जयपुर हैरिटेज की वेबसाईट [www.jaipurmcheritage.org](http://www.jaipurmcheritage.org) पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रसीद को स्कैन करके [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर अपलोड करने पर ही निविदा को मान्य किया जायेगा। नियत समय के पश्चात् प्राप्त निविदाओं पर विचार नहीं किया जावेगा।

नोट :-

1. किसी निविदादाता द्वारा क्रम संख्या 1 से 10 तक की पालना नहीं करने पर वह निविदादाता अयोग्य मानी जावेगी।
2. बोलीदाता के द्वारा निविदा प्रस्तुत किये जाने के समय राजस्थान श्रमिक अनुबंधित अधिनियम एवं श्रमिक अनुबंध नियम, 1970/संशोधन अधिनियम, 2014 तथा कर्मचारी भविष्य निधि अधिनियम, 1952 के अद्यतन प्रावधानों के अन्तर्गत पंजीकरण करवाना आवश्यक है तो बोलीदार द्वारा पंजीकरण प्रमाण-पत्र उपलब्ध कराया जायेगा। यदि नियमों के अन्तर्गत बोलीदारा पंजीकरण बाध्यता की सीमा में नहीं है तो वह तदनुसार वचन-पत्र प्रस्तुत करते हुए बोली में भाग ले सकता है। सफल बोलीदार को यह शपथ-पत्र प्रस्तुत करना आवश्यक होगा कि निविदा अवधि के दौरान यदि उसके द्वारा राजस्थान श्रमिक अनुबंधित अधिनियम एवं श्रमिक अनुबंध नियम, 1970/संशोधन अधिनियम, 2014 तथा कर्मचारी



भविष्य निधि अधिनियम, 1952 के अन्तर्गत पंजीकरण कराया जाना आवश्यक हो तो तदनुसार पंजीकरण कराते हुए प्रमाण-पत्र की प्रति संबंधित कार्यालय को उपलब्ध करवाई जायेगी।



उपायुक्त (स्वास्थ्य)  
नगर निगम जयपुर हैरिटेज



# JAIPUR MUNICIPAL CORPORATION HERITAGE

PURANA POLIC MUKYALAYA, HAWAMAHAL KE PICHE, BADI CHOPAD, JAIPUR

## --: अण्डर-टेकिंग ::--

निविदा के लिये मेरे/हमारे द्वारा प्रस्तुत किये गये सभी पत्र व जानकारियां सही व सत्य है, यदि यह गलत व असत्य पायी गयी तो मेरे/हमारे द्वारा प्रस्तुत निविदा निरस्त कर मेरी/हमारी जमा धरोहर राशि जब्त करने के लिये आप अधिकृत है।

मेरे/हम को यह ज्ञात है कि हमारे द्वारा प्रस्तुत पत्र/जानकारी निविदा के कार्य समय में कभी भी असत्य व गलत पायी जाने पर मेरी/हमारी निविदा निरस्त कर दी जावेगी तथा धरोहर राशि व भुगतान आदि राशि जब्त कर ली जावेगी।

मैं/हम यह भी घोषणा करते है कि मैंने/हमने कार्य स्थल तथा कार्य विवरण को देख समझ लिया है। मैं/हम स्वीकार करते है कि हमारी जमा की गई धरोहर राशि तथा सिक्योरिटी डिपोजिट पर ब्याज देय नहीं होगा तथा अगर मैंने/हमने (1) अपनी निविदा दर की वैधता 90 दिवस से कम समय के लिये प्रस्तुत की (2) दरें स्वीकृति के पश्चात् निविदा के निर्देशों की निर्धारित समय में पालना नहीं की (3) आदेशित कार्य समय पर प्रारम्भ नहीं किया (4) निविदा प्रपत्र के व नगर निगम के आदेश/निर्देशों की पालना नहीं की तो नगर निगम द्वारा निविदा निरस्त कर प्रतिभूति राशि जब्त कर ली जायेगी।

इन वाहनों से सम्बन्धित सभी व्यय मैं/हमारे द्वारा वहन किये जायेगे।

मैं/हम यह भी घोषणा करते है कि अकुशल श्रमिक की आवश्यकता होने पर नगर निगम कार्यालय के निर्देशानुसार संख्या में अकुशल श्रमिक उपलब्ध करा देंगे।

मुझे/हमें यह ज्ञात है कि सिक्योरिटी डिपोजिट का कार्य समाप्त होने के पश्चात् मांग करने पर बिना ब्याज के भुगतान किया जावेगा।

निविदा स्वीकार होने पर निविदा के नियम, शर्तों, संलग्न प्रपत्रों, निगम आदेशों की पालना करने के लिये मैं/हम बाध्य हैं तथा सहमति देते हैं।

मैं/हम यह भी घोषणा करते है कि नगर निगम प्रशासनिक, विधिक या अन्य किसी कारण से किसी भी समय कार्यादेश को निरस्त कर सकता है तथा इसका कोई क्षतिपूर्ति भुगतान नहीं किया जावेगा। इसकी मैं/हम सहमति देते हैं।

दिनांक : .....

निविदादाता का नाम व हस्ताक्षर  
मय सील



## शपथ पत्र का प्रारूप

रूपये 100 के नॉन ज्यूडिशियल स्टाम्प पर नोटेरी पब्लिक से सत्यापित

मैं..... प्रोपराईटर मैसर्स .....पता.....

..... सशपथपूर्वक बयान करता हूँ :-

1. यह है कि मैं मैसर्स..... का प्रोपराईटर हूँ।
2. यह है कि मेरी फर्म नगर निगम जयपुर हैरिटेज द्वारा जारी निविदा संख्या ..... में भाग ले रही है।
3. यह है कि पूर्व में मेरी फर्म/संवेदक को किसी राजकीय विभाग/निगम/बोर्ड आदि द्वारा दोषी मानकर काली सूची (ब्लैकलिस्ट) में नहीं डाला गया है।

हस्ताक्षर शपथग्रहिता



# NAGAR NIGAM JAIPUR HERITAGE

Hawamahel ke Piche, Purana Police Mukhyalaya, Badi Chopad, Jaipur

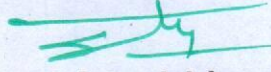
## Financial Proposal

नगर निगम जयपुर हैरिटेज के मुख्यालय में विभिन्न सफाई कार्य हेतु अस्थाई अकुशल श्रमिकों की आपूर्ति के लिए निविदा आमंत्रित करने के संबंध में।

क्र. सं.	कार्य की प्रकृति	कार्य हेतु आवश्यक मानव संसाधन की अनुमानित संख्या Man month	प्रति व्यक्ति दर प्रतिमाह (इस दर में सभी कर ईपीएफ, ईएसआई सभी शामिल है )	कुल राशि
1	2	3	5	9
1	Supply of Unskilled workers as per Requirement for Municipal Corporation Jaipur Heritage	80	12480	998400

- Bidder should not quote their rates less than Unskilled workers department minimum Approved rates.
- The rate to be quoted with GST including all taxes.
- Bidder should quote their rates above/ below the above rates.

Signature of Bidder

  
DC (Health)



## **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.