नगर निगम जयपुर हेरिटेज के अंतर्गत मथुरादासपुरा डंपसाइट भूमि (खसरा No. 1, 3, 5, 102, 136, 139 एवं 173 ) का पी टी सर्वे कार्य

वित्तीय वर्ष 2023-24

निविदा-प्रपन्न
निविदादाता के लिये दिशा—निर्देश

A. निविदा की शर्तें

i. आमंत्रित निविदा का उद्देश्य नगर निगम जयपुर हेटेटेम के अंतर्गत मधुमदासपुरा इंपार्टेंट भूमि (खंडा No. 1, 3, 5, 102, 136, 139 एवं 173) का पी टी सबसे कार्य की निविदा आमंत्रित करने हेतु।

ii. आर. टी. पी. पी. एक्ट 2012 एवं आर. टी. पी. पी. रुपस 2013 में दिये गए समस्त प्रावधान / नियम निविदा में लागू होगे | वित्त जी.एस.टी. क्र परिपत्र सं. 1/2018 दिनांक 30.04.2018 के तहत निम्न रजिस्ट्रेशन प्रस्तुत करने होगे :-

<table>
<thead>
<tr>
<th>क्रम सं.</th>
<th>विवरण</th>
<th>रजिस्ट्री सं.</th>
<th>वर्ष</th>
<th>पंजीकरण दिनांक</th>
<th>संलग्न क्रमांक</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>वस्तु एवं सेवा कर (जीएसटी)</td>
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<td>2</td>
<td>आय कर (पैन नंबर)</td>
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<td>3</td>
<td>EPF and ESI Registration</td>
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<td>4</td>
<td>राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958</td>
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<td></td>
<td>Firm Registration Certificate</td>
<td></td>
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</tbody>
</table>

iii. संवेदन द्वारा उक्त कार्य हेतु केंद्र / राज्य सरकार द्वारा पारित नियमों / अधिनियमों / निर्देशों यथा सर्विस टेस्ट / लेबर सेस / आप कोई उपयुक्त कर इत्यादि की पालन करने की समस्त जिम्मेवारी संवेदन की होगी।

iv. संवेदन द्वारा भुगतान बिल में अलग से जी.एस.टी. टेक्स्ट की सार्थ दर्शाव जानेगी तथा संबंधित विभाग में जी.एस.टी. टेक्स्ट जमा करवाकर उसकी रसौद / चालान अगले बिल के साथ फॉर्म द्वारा निगम में प्रस्तुत की जायेगी।

v. इस निविदा में स्थानीय निकाय भिड़ा राजस्थान सरकार जयपुर में सबे कार्य हेतु पंजीकृत संवेदन ही भागले सकते है।

vi. नगर निगम जयपुर हेटेटेम के वित्तीय वर्ष (2020-21, 2021-22) में दो या दो से अधिक कार्याधिक निविदा के साथ संलग्न करना आवश्यक है | बांटित कार्याधिक की प्रति संलग्न नहीं किया जाएगा जिस्से निविदा पर विचार नहीं किया जाएगा |

[सिलेबस एवं निर्देश पंजीयन के लिये इस्तेमाल किए गए भूमिका निविदा के प्रयोग से संबंधित संलग्न करना आवश्यक है।]
vii. कार्य सम्पादन अवधि के दौरान कार्य के संबंध/संदर्भ में किसी भी प्रकार की क्षतिपूर्ति या मुआवजा देने इलाजदी की जिम्मेदारी एवं दायित्व संबंधक का होगा, इसके लिये उपाधि संस्था की कोई जिम्मेदारी नहीं होगी।

viii. संबंधक/फॉर्म का कार्य संतोषजनक नहीं होने पर नगर निगम, जयपुर हेरिटेज हारा फॉर्म की अनुसूचना अवधि/कार्यदिशा/ठेका अवधि को सात दिवस का नोटिस दिया जायेगा तथा उसके बाद भी कार्य में गुप्तवता/पूर्व सुधार नहीं किये जाते है तो नियमानुसार रिक्सक एवं कॉस्ट वर्ल्ड के तहत कार्यवाही की जा सकती है।

ix. कार्यदिशा ग्राहक होने के उपरांत संबंधक को RTPP Rule 2013 and further amendment के अनुसार नियमानुसार प्रतिमूल्य राशि जमा एवं अनुबंधन की कार्यवाही सात दिवस में करवानी होगी।

x. संबंधक की कार्य अवधि के दौरान किसी भी प्रकार का विवाद होने की स्थिति में एक सैटलेटेंट कमेटी का गठन किया जायेगा जिसमें नगर निगम आयुक्त, निदेशक विधि, वित्तीय सलाहकार एवं विधि परमाणु सदस्य के रूप में शामिल होंगे। विवादित प्रकरण को सैटलेटेंट कमेटी के समक्ष एक माह के अन्दर प्रस्तुत करना होगा। सैटलेटेंट कमेटी हारा लिया गया निर्णय अस्तित्व होगा, जो दोनों पक्षों (नगर निगम जयपुर हेरिटेज एवं फॉर्म) को मान्य होगा।

xi. विवाद होने की स्थिति में यदि कोई संबंधक द्वारा न्यायालय की शरण में जाने पर व्यावहारिक क्षेत्र जयपुर शहर ही रहेगा।

xii. संबंधक द्वारा दरे निर्धारित वित्तीय प्रस्तुत में प्रस्तुत करनी होगी।

xiii. निबंध मे भाग लेने वाली फॉर्म बैंक सिस्टर नहीं होना चाहिए तथा फॉर्म के विरूढ़ कोई किसी प्रकार की देयता बकाया नहीं है, इस आशा का शपथ पत्र संलग्न करना अनिवार्य है।

xiv. संबंधक द्वारा निबंध में उल्लेखित टेंडर बेल्यू का औसतन टर्न ओवर गति तीन वर्ष में 33 व्यावसायिक होना चाहिए।

xv. निबंध में बनाए जा रहे निबंध शुल्क, बोली प्रतिमूल्य एवं प्रोसेसिंग फीस ऑनलाइन नगर निगम, जयपुर की वेबसाइट www.jaipurmheritage.org पर Submission Date and time से पूर्व जमा करवाकर उससे प्राप्त होने वाली रस्सी को स्केन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निबंध को मान्य किया जायेगा।

xvi. निबंध देखकर निबंध प्रस्तुत व शर्त पर स्वयं हस्ताक्षर कर स्केन करके www.eproc.rajasthan.gov.in पर अपलोड करने पर ही निबंध को मान्य किया जायेगा।

xvii. एक से अधिक संबंधक की समान वित्तीय बोली आने पर संबंधक का टर्न ओवर एवं अनुबंध के अनुसार आकलन किया जायेगा।
B. Scope of Work

संवेदन को निम्नानुसार कार्य करना होगा :-

- Site clearance, labelling and demarcation of land boundary by providing and fixing boundary stone of size 15cmx10cmx120cm (60cm below ground) stone at every 50 m interval & corner of the land and to write the length of the land boundary on corner stones from one corner to another corner by enamel paint.

- Details survey of site with total station survey including plane table survey of showing road level, boundary walls, electric poles, adjacent building/plot details, setback, other existing structures (temporary or permanent), sewer lines & septic tank, main plumbing lines, nalahs or drains water bodies/water logging areas as may be required depending upon the site conditions/topography of the area including printout on required size paper in three copies & one soft copies of approved media.

इत्यादि अतिरिक्त संवेदन को मथुरादासपुरा एवं लांगड़ियावास में नगर निगम जबलपुर हेरिटेज के क्षेत्राधिकार में आने वाली भूमि पर वर्तमान एवं भविष्य में लगने वाले SWM प्लांट्स का मेप बनाना होगा |

C. Termination

Termination for Default

(i) The tender sanctioning authority of JMC Heritage may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/selected bidder, terminate the contract in whole or in part:

a. If the supplier/selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by JMC Heritage; or

b. If the supplier/selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c. If the supplier/selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

[Signature]

नगर निगम जबलपुर हेरिटेज
**NAME OF WORK**- नगर निगम जयपुर हेरिटेज के अंतर्गत मधुरादासपुरा डॉपसाइट भूमि (खंड गा no 1, 3, 5, 102, 136, 139 एवं 173) का पी टी सर्वेक्षण कार्य

Name of Agency & Address:

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### G-Schedule

<table>
<thead>
<tr>
<th>S No</th>
<th>Item code</th>
<th>Description</th>
<th>Unit</th>
<th>Area / Quantity</th>
<th>Rate (including GST)</th>
<th>Amount</th>
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<td>Site clearance, labelling and demarcation of land boundary by providing and fixing boundary stone of size 15cmx10cmx120cm (60cm below ground) stone at every 50 m interval &amp; corner of the land and to write the length of the land boundary on corner stones from one corner to another corner by enamel paint.</td>
<td>Mtr</td>
<td>2850</td>
<td>14.5</td>
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<td>Details survey of site with total station survey including plane table survey of showing road level, boundary walls, electric poles, adjacent building/plot details, set back, other existing structures (temporary or permanent), sewer lines &amp; septic tank, main plumbing lines, nalbas or drains water bodies/ water logging areas as may be required depending upon the site conditions/ topography of the area including printout on required size paper in three copies &amp; one soft copies of approved media.</td>
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<td></td>
<td>i</td>
<td>For preparation of plans of built-up areas Upto 10%</td>
<td>Acre</td>
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<td>ii</td>
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<td>iii</td>
<td>For preparation of plans of built-up areas ≥ 50%</td>
<td>Acre</td>
<td>30</td>
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<tr>
<td>2</td>
<td>iv</td>
<td>Add Extra Printout &amp; Photographs</td>
<td>Each</td>
<td>1000</td>
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<td></td>
<td>Total Part B</td>
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<td>0.00</td>
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</tbody>
</table>

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Executive Engineer  
Municipal Corporation Jaipur Heritage

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Page 7
I/We hereby accepted rates

Part (A) % above / Below
Part (B)
Item No. i ............................................... Rate to be quoted
Item No. ii ............................................... Rate to be quoted
Item No. iii ............................................. Rate to be quoted
Item No. iv ............................................. Rate to be quoted

Signature of Contractor with full postal Address
Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

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

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

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

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

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

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

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

Conflict of Interest:-

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

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

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

a. have controlling partners/ shareholders in common; or

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

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

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

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

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

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

Declaration by the Bidder

In relation to my/our Bid submitted to ...................... for procurement of ...................... in response to their Notice Inviting Bids No.................. Dated................ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

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

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

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

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

Date:  
Place:  

Signature of bidder

Name:  
Designation:  
Address:  

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

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 anything 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 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 Gazette 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 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.