NOTICE INVITING Tender FOR WORKS

1 Tender are hereby invited for the works of as per enclosed list from enlisted contractors of the appropriate class Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, Other State Governments/Central Government Undertakings/ Organization equivalent of Rajasthan are also eligible after giving prescribed Tender security to Tender for works as under:-

(i) E-EWSD-Ist
Any amount (कोई भी राशि)

(ii) E-EWSD-IInd
Up to 25.00 Lacs

(iii) E-EWSD-Illrd
Up to 10.00 Lacs

(iv) E-EWSD-Ivth
Up to 5.00 Lacs

उक्त में वर्तमान नियमानुसार परिवर्तन हो सकता है।

2 Contract document consisting of the detailed plans, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose Tender may be accepted, which will also be found printed in the form of Tenders can be seen at the office of the Executive Engineer (Electrical) everyday except on Saturday, Sundays and public holidays, during office hours or it can be seen/ downloaded from web site http://sppp.rajasthan.gov.in & www.jaipurmerchitage.org

3 Tenders are to be submitted on a prescribed form, which can be obtained from the office of the Executive Engineer (Electrical) on payment of a sum as mentioned in NIT in cash or by Demand Draft in favour of Commissioner Nagar nigam jaipur. The sale of Tender forms will start from as per scheduled programme prescribed in NIT. The sale of Tenders will be closed on dates as mentioned in NIT. The Tender can also be downloaded from web site http://sppp.rajasthan.gov.in & www.jaipurmerchitage.org. In case of downloaded tenders the same may be submitted after deposited the tender fee. It should be ensured that all the Tender papers including conditions of contract are signed by the Contractor. Eligibility to get Tender forms shall be with reference to the amount mentioned in the NIT.

4 The work is to be completely finished to the satisfaction of Engineer-in-charge within period mentioned in NIT from the 10th day after the date of written order to commence the work.

5 Security deposit as per NIT must accompany with each Tender and each Tender is to be in a sealed cover, super scribed in Tender for:- Name of work...

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>कार्य का नाम</th>
<th>अनु. लागत (र. लाखों में)</th>
<th>अमानत राशियाँ2% (र. में)</th>
<th>अमानत राशियाँ10.5% (र. में)</th>
<th>कार्यकाल</th>
<th>निबंधित खानेलेख करने की अन्तिम तिथि</th>
<th>निबंधित खानेलेख की रिपोर्ट व समय</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. नगर निगम जयपुर हेरिटेज हवामान-आमेर जोत क्षेत्र (घरी संख्या 01 से 30) में स्थित रेड/स्ट्रीट लाइटों (एल.ई.डी., ट्यूबलाइट, सोडियम लाइट हलवादी) के वाष्पिक रंग-स्वर का कार्य</td>
<td>2560296.00</td>
<td>51206/-</td>
<td>12801/-</td>
<td>1 वर्ष</td>
<td>01.08.2023</td>
<td>02.08.2023 11:00 बजे</td>
<td></td>
</tr>
</tbody>
</table>

and addressed to the commissioner, nagar nigam jaipur Tender Security, in cash or Bankers Cheque in the name of officer inviting Tender or Demand Draft of Nationalized/ Scheduled Banks, should be deposited with cashier or authorized clerk and his receipts should be attached with Tenders. In case of Tenders for works of which Tendered cost in Rupees 5 crore and above, Tender security of Rs. 10 Lacs shall be accepted in cash as above and remaining part of Tendersecurity can be accepted either in the form of Bank Guarantee [Form RPWA 87] or in cash. Enlisted contractors shall be required to deposit 12% of estimated cost of work as Tender security while Tendering within their enlistment zone. For out side their zone, 2% Tender security shall be required to be deposited.
The Performance security @ 10% of the gross amount shall be deposited by successful Contractor with in ten days after issuing of Letter of Acceptance in the form of BC/ BG/ Cash/ FDR etc. The security deposited shall however be adjusted while depositing the Performance Security. However in case of during execution cost of the work exceeds the balance performance security shall be deposited by the contractor in form of BC/ BG/ Cash/ FDR etc.

The acceptance of a Tender will rest with the competent authority who does not bind itself to accept the lowest Tender and reserves to itself the Authority to reject any or all of the Tenders received without assigning any reasons.

Tender forms, as issued from the office mentioned above (Para 4) must be returned with all enclosures, to the following office/offices, on the date of receipt of Tender.

Value of Tenders
1 Tender for which sanctioning authority is Executive Engineer/ superintending Engineer
2 Tenders for which the sanctioning authority is Additional Chief Engineer/ Chief Engineer
3 Tenders for which sanctioning authority is Board/ State Government Additional Chief Engineer/ Chief Engineer Office

Name of Office
Divisional Office
Circle Office

No refund of Tender fees is claimable for Tenders not accepted or forms returned or for Tenders not submitted.

The Tenders for the works shall remain open for acceptance for the period as given below from the date of opening of the Tenders:
1 For Tenders to be accepted by Executive Engineer 20 days.
2 For Tenders to be accepted by Superintending Engineer 30 days.
3 For Tenders to be accepted by Addl.C.E. 40 days.
4 For Tenders to be accepted by Chief Engineer 40 days.
5 For Tenders to be accepted by Administrative Deptt. 40 days.
6 For Tenders to be accepted by Finance Committee 50 days Board/ Empowered Committee/ Empowered Board etc.

Note - Communication of acceptance of Tender shall be also be within the above limits.

If any contractor withdraws his Tender prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms & conditions of the Tender within the said period, which are not acceptable to the department or fails to commence the work in the specified period/fails to execute the agreement the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of Tender security given in any form absolutely. If any contractor, who having submitted a Tender does not execute the agreement or start the work or does not complete the work and the work has to be put to re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of Tender security/security deposit and other action under agreement.

Tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures of words or corrections not initialed and dated, will be liable to rejection.

Enlisted Contractors, will be required to pay Tender security @ 1/2% of estimated cost of work put to Tender, in case of work for which they are authorized to Tender under Rules for enlistment of contractors, but the amount to the extent of full Tender security shall be liable to be forfeited in the event of circumstance explained in Clause 11 above. Degree/Diploma holder Engineers may pay Tender security equal to one half of the normal rates, subject to the provisions of rules for enlistment of Contractors.

If the contractor does not submit performance guarantee within 10 days from the date of communication of acceptance of his Tender, his Tender security shall be liable to be forfeited.

Each and every paper enclosed with Tender shall be duly signed by the contractor.

Annexure A, B, C, D, E & G-Schedule/ H-Schedule are also attached with the Tender Firms are suppose to read thoroughly and fill as and where required.

Rajasthan transparency in Public procurement act 2012 and Rajasthan transparency in procurement rules 2013 will be applicable as and where is clearly mentioned otherwise public works financial and account rules of appendix- xi will be applicable.

For further information of contractor can see the web site www. sppp.raj.nic.in or otherwise contractor can see at Div office during office hours.

Validity of rates quoted in the Tender is 90 days.

XEN (LIGHT)
Nagar Nigam, Jaipur Heritage

Signature of Contractor
नगर निगम जयपुर हैरिटेज क्षेत्र के जीवन/नगर निगम द्वारा स्थापित रोड लाइट के लिए स्वच्छ-स्वस्थ की जगत सेवा कार्य हेतु शामिल हैं।

1. संवेदन द्वारा प्रतिष्ठित जयपुर नगर निगम विभाग क्रमसूत्र में उपस्थित होकर शिकायतें प्राप्त करनी होगी एवं उनके निरस्त राजीवजी विभाग संबंधी रोड लाइट सेवा की भी लेनी होगी। संवेदन द्वारा शिकायतों को लेकर सेवा हेतु सलाह देना। संवेदन द्वारा लाइट के संबंध में समर्पित कर शिकायतों की लिस्ट प्राप्त करनी होगी। हेतु संवेदन द्वारा प्राप्त की शिकायतों के साथ संबंध में हेतु मोबाइल प्राप्त करना होगा।

2. संवेदन द्वारा सुनिश्चित किये गये स्थान पर बोर्ड लगाने का अधिकार होगा। संवेदन द्वारा संवेदन के मौन संबंध में नाम एवं मोबाइल नम्बर रोड लाइट शिकायतों को प्राप्त करें। संवेदन द्वारा प्राप्त तथा साक्षात्कार की जाएगी।

3. संवेदन द्वारा रोड लाइट संबंधित शिकायत का निर्धारण 48 घंटों में किया जाएगा आवश्यक है। 48 घंटे के बाद रोड लाइट की परीक्षण प्राप्त लाइट 100/- (सी) रूपये प्रति रोड लाइट शिकायत जुर्माना होगा। जिसका आधार अनुशासन होगा। कोलंग सेंटर, कोलंग रोड नामक बाजार में प्रवेश एवं सामान्य रीति रीतियों द्वारा किया गया सामान्य निर्धारण होगा।

4. संवेदन द्वारा रोड लाइट की जैसी भी स्थिति है, उसी स्थिति में कार्य हेतु स्थानानुसार किया जाएगा।

5. संवेदन द्वारा विचार समान्य आचार एवं अनुशासन संबंध में रोड लाइट रख-खावास हेतु प्राप्त किया जाएगा। यह सुनिश्चित किया जाएगा कि जिस बोर्ड व प्रकाश की माध्यम रोड लाइट उसमें उसी अनुसार उसी गुणवत्ता का सामना लगाने लाइट की प्रकाश एवं बोर्ड प्रस्तावित करने पर संवेदन से बॉर्ड रोड लाइट का पैसा काटा जाएगा।

6. संवेदन को टेंडर के साथ निम्नलिखित प्रमाण-पत्र संलग्न करें गंभीर, रोड लाइट के प्रमाण-पत्र संलग्न करने होंगे। अन्यथा विवाद पर विवाद पर विवाद निर्धारित करने पर विवाद निर्धारित करे दी जाएगी।

(i) गुणवत्ता विवाद निम्नलिखित कार्यान्वयन से प्राप्त विवाद करने का कार्य पहले/ प्रोपर्टी एक्सपोनेंट से नाम जारी लाइटें।

(ii) प्रयोजनकरण के नगर निगम (EWSD श्रेणी) के तहत जयपुर नगर निगम या अन्य विभागों में विवाद करने के लिए प्रतियोगी प्रमाण-पत्र हेतु आवश्यक है।

(iii) नियमित अनुसार जाना जाना करने की सर्री या हिस्ट्री ड्राइवर हेतु संबंधी रूप से कार्य करने वाले कस्टमर राजी हों।

(iv) संवेदन द्वारा नगर निगम निगम नियम/ कस्टमर एवं सरकारी उपक्रम निम्नलिखित विवाद के अनुसार 5 वर्षों से शहरी रोड लाइट रख-खावास का प्राप्त निर्माण प्रमाण-पत्र से लाइट हेतु प्राप्त किया जाएगा।

7. दुर्घटना के कारण पोल दुर्घटना कारणीय लाइट हेतु अवांशिक व्यवस्था करने के लिए संवेदन सेवा देने हेतु।

8. संवेदन द्वारा प्रतिष्ठित कमर्चरी लागायें होंगे। सभी कमर्चरियों का समूहित एवं आवश्यक कारण का उपयोग करने हेतु यह कार्य का दौरान कोई दुर्घटना घटित होता है तो उसके लिए समय उत्तरदायित्व संबंधी होगा।

(क) कमर्चरी पूर्णवार संवेदक के हेतु।

(ख) दृष्टिकोण के कारण स्वच्छ-स्वस्थ संबंधित रोड लाइट निगम का नहीं होगा।
9. रोद लाइटें (रोद लाइट पाइन्स) संचालन हेतु आवश्यक बांस की सीडी, होडर्स्ट आदि संसाधनों
की व्यवस्था संबंधित को अपने स्थान पर करनी होगी। यदि संबंधित द्वारा उपलब्धता के आधार पर
निम्न से होडर्स्ट गाड़ी किस्में के सिम्बोल या लिखे जाने हेतु आवेदन किया जाता है तो गाड़ी की उपलब्धता
होते हैं प्रति 8 घंटे 1000/- रूपये की दर से निम्न दरा गाड़ी किस्में पर उपलब्ध कराई जा
रक्षित। होडर्स्ट को दर्जे निम्न दरा कमी भी परिवर्तित की जा सकती हैं और संबंधित को सेवन
उपलब्धता के आधार पर ही गाड़ी दी जायेगी।
10. कार्यालयों के दर्जे व समयमापन एक वर्ष तक का नये टेंडर के तहत कार्य प्रारम्भ होने की तिथि
जो भी बाद हो, तक मात्र होगी।
11. न्यायिक विवाद की स्थिति में न्यायालय का क्षेत्र जमापुर होगा।
12. संबंधित की लाईट पाइन्ट के पास भोलाइल फॉन होना आवश्यक है। उपकरण रखखाम का खर्चा
को कहा गाड़ी का लाईट निम्न। संबंधित को कोल्हापुर/ हेल्पलाईट ए.एन.एस. द्वारा बना लाईट की सूचना
ग्याजी जायेगी तथा कमी को व्यक्तित्व भी लेनी होगी।
13. संबंधित के मेक्सिका के नियमात्मक भूमिका का परिबंधन प्रति निम्न दरा आवश्यक है। नेचरेक्टर/ दुर्बलता
बीमा कराना होगा और उसकी सत्यापन प्रतिस्पर्धा प्रतिस्पर्धा प्रतिस्पर्धा में संलग्न करनी होगी। नए निवित
जमापुर के जैसे भी उपर के लेख विवाद के लिए जिम्बेदार नहीं होगा, किसी भी दुर्बलता के लिए
निम्न का कोई जिम्बेदार नहीं होगा।
14. किसी भी प्रकार के विवाद में मानसी मापबूई नहीं होगा/ श्रीमान आपुक् नहीं होगा/ श्रीमान अधिक, विपुल
निमित्त का नियम अंतर होगा।
15. अवद निम्न दरा द्वारा राइटर स्मृतिक्रम का कार्य अन्य कम में से करवाया जाता है। धोखा ताइम की
सूचना संबंधित द्वारा दुर्बलता का कार्य अन्य कम में होगी। तथा भी राइटर की इसको तीक करने की पूर्ण जिम्बेदारी दक्षता
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अन्य कम में होगी।
### NON BSR ITEM

<table>
<thead>
<tr>
<th>S.N o.</th>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>नगर निगम जयपुर इलेक्ट्रिक्स के हवामान आपंग जोन (वार्षिक 01 से 30) में विभिन्न रोड लाइट के रख-रखाव कार्य (मंद सामान व लेख) विभिन्न समय के विषय में दुर्लभ, सोडियम लाइट व एलईडी लाइट के साधन संख्या में समिलें हैं। (EESL एवं ESCO की ए.ई.डी. लाइट्स के अनुसार) शिरोपाल के साथ संगठन शर्तों के अनुसार कार्य करना तथा प्रति विषय समय लाइट का रख रखाव का कार्य। पैकेज की अनुसंधान संख्या नियमानुसार हैं।</td>
</tr>
<tr>
<td>a</td>
<td>विभिन्न पॉल एवं अन्य स्थानों पर छ. तितल विभिन्न प्रकार की शीतोष्णक सिलिमिट रेलवे के रख-रखाव।</td>
</tr>
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<td>b</td>
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<tr>
<td>c</td>
<td>विभिन्न पॉल एवं अन्य स्थानों पर छ. तितल समय प्रकार की शीतोष्णक सिलिमिट रेलवे के रख-रखाव।</td>
</tr>
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<td>2</td>
<td>हवामान आपंग जोन (वार्षिक 01 से 30) में विभिन्न समय के में दुर्लभ लाइट के टाइमर/मैन लाइट (EESL एवं ESCO की ए.ई.डी. टाइमर/व्हाइव के अनुसार) के सिलिंडर का चालू/बंद करने का कार्य। यह सूचना किया जाने के समय टाइमर/व्हाइव प्रतिवेदन निर्देशित करना।</td>
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<thead>
<tr>
<th>Unit</th>
<th>Qty.</th>
<th>Rate</th>
<th>Anual Amount (4X5X12)</th>
</tr>
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<tbody>
<tr>
<td>Per No</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total**

लेट--1 रेड लाइट एलईडी की संख्या अनुसार है। अतः वास्तविक पॉईंट्स की संख्या में अन्तर हो सकता है। समय समय पर आवश्यकता अनुसार तथा उपरोक्त वार्ता से बाहर हुई वास्तविक पॉईंट्स को काम करने वास्तविक पॉईंट्स के अनुसार मूलधार किया जायेगा।

**JEN/AEN Engineer (Elect.)**
Nagar Nigam Jaipur Heritage

**Executive Engineer (Elect.)**
Nagar Nigam Jaipur Heritage

I/ we are agree to carry out above work as quoted Rates of Non- BSR items.

Signature of Contractor with Stamp

D:\Tulsi saini\New folder\Year 2023\NIT Year 2023-24\Estimate 2024\ESTIMET ROAD LIGHT Maintenance 2023-24
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.

Doc1
Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

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

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

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

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

Date:       Signature of bidder
Place:     Name :

Designation:
Address:

Doc1
Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is ______________________

The designation and address of the Second Appellate Authority is ____________________

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

Doc1
(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal
(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal
(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
   
   (i) hear all the parties to appeal present before him; and
   
   (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.
FORM No. 1  
[See rule 83]

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

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

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

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

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

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

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

6. Grounds of appeal:
   .............................................................................................................
   ............................................................................................................. (Supported by an affidavit)

7. Prayer:
   .............................................................................................................

Place ........................................
Date ........................................

Appellant's Signature
Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

Clause 1: Fair Wage Clause

(a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed revised, by the State Government under the Minimum Wages Act, 1948.

(b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-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 therefrom, 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 Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before, submission of the tender or engagement in the contractor's service, as the case may be.

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

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

Clause 9: Death of Contractor

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

Clause 10: Force Majeure

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

Clause 11: General Discrepancies and errors:

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

Clause 12: Post payment Audit & Technical Examination:

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

Clause 13: Check Measurements:

The department reserves to itself, the right to prescribe a scale of check measurement of work in general, or specific scale for specific works of 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.