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
(ii) E-EWSD-IInd
(iii) E-EWSD-IIIrd
(iv) E-EWSD-IVth
Any amount (कोई भी राशि)
Up to 25.00 Lacs
Up to 10.00 Lacs
Up to 5.00 Lacs

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.jaipurmarcheritage.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.jaipurmarcheritage.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. स.</th>
<th>कार्य का नाम</th>
<th>अनु. क़ाम (क्र. नं)</th>
<th>अमानत राशि 2% (रू. में)</th>
<th>अमानत राशि 50% (रू. में)</th>
<th>कार्यवाही</th>
<th>निदेश बाँटने करने की तिथि व समय</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>नगर निगम जयपुर हैरिटेज सिमिल लाइन जोन क्षेत्र (वाह संख्या 31 से 54) में नियंत्रण रोड/स्ट्रीट लाइटें (एल.ई.डी., डॉमिनल लाइट, सीडिसिड लाइट इत्यादि) के वार्षिक रक-रखाव का कार्य। वर्ष 2023-24</td>
<td>2501868.00</td>
<td>50037/-</td>
<td>12509/-</td>
<td>01.08.2023</td>
<td>02.08.2023 11:00 बजे</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 Tender security can be accepted either in the form of Bank Guarantee [Form RPWA 87] or in cash. Enlisted contractors shall be required to deposit 1/2% 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 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.

<table>
<thead>
<tr>
<th>Value of Tenders</th>
<th>Name of Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Tender for which sanctioning authority is Executive Engineer/ superintendent Engineer</td>
<td></td>
</tr>
<tr>
<td>2 Tenders for which the sanctioning authority is Additional Chief Engineer/ Chief Engineer</td>
<td></td>
</tr>
<tr>
<td>3 Tenders for which sanctioning authority is Board/ State Government Additional Chief Engineer/ Chief Engineer Office</td>
<td></td>
</tr>
</tbody>
</table>

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 Tender:

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. 50 days.
6. For Tenders to be accepted by Finance Committee/ Board/ Empowered Committee/ Empowered Board etc. 50 days.

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

11. 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 debared from participating in such re-tendering in addition to forfeiture of Tender security/security deposit and other action under agreement.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. Validity of rates quoted in the Tender is 90 days.

Signature of Contractor

XEN (LIGHT)
Nagar Nigam, Jaipur Heritage
नगर निगम जयपुर हैरिटेज क्षेत्र के जैविक/नगर निगम द्वारा स्थापित रोड लाइट के लिए स्वास्थ्य विषय की दर संविदा कार्य हेतु शर्तें :- वर्ष 2023-24

1. संवेदन द्वारा प्रतिष्ठित जयपुर नगर निगम वित्तुं कुलगुण सम में उपयोगिता होकर शिकायतें प्राप्त करनी होंगी एवं उनके निर्देशानुसार संबंधी दीवारी रिपोर्ट संबंधित कुलगुण सम (विने) में देनी होगी। संवेदक के शिकायतों कोई संदेश/हेल्पलाइन की भी लेनी होगी जो उसे मोबाइल पर एसएमएस/फोन द्वारा दी जाएगी। संवेदक को हेल्प लाइन से संपर्क कर शिकायतों की लिस्ट प्रदान करनी होगी। इस हेतु संवेदक को प्रस्तुत पत्रों के साथ संचय के हेतु-लखन पर मोबाइल प्राप्त करना होगा।

2. प्रत्रक बारे में सुनिश्चित किये गये स्थान पर बारे लगाया जाना सुनिश्चित करना होगा जिस पर संवेदक एवं संवेदक के मैप में नाम एवं मोबाइल नंबर रोड लाइट शिकायतों को प्राप्त किये जाने हेतु दायित्व बारे में उपलब्ध होगा। बारे ना लगाये जाने की स्थिति में प्रत्रक लाइट के लिए 100 रूपये की शारीरी प्रति रुपये पर लगाई जाएगी।

3. सभी रोड लाइट सम्बन्धित शिकायतों का निर्धारण 48 घंटे में किया जाना आवश्यक है। 48 घंटे के बाद बारे बंद पाए जाने पर प्रति लाइट 100/- (सी) रूपये प्रति लाइट प्रतिवेदन जुमला होगा। जिसका आधार शिकायतकर्ता कोई संदेश/हेल्प लाइन संबंधित, पत्ता, मालिकाना एवं अन्य, सुविधा संदेश की शिकायत एवं निगम वित्तुं कुलगुणों द्वारा का गए सामान्यिक निश्चित होगा।

4. बारे में रोड लाइटों की जैसी भी स्थिति है, उसी स्थिति में कार्य हेतु लाइट स्थापना किया जाएगा।

5. संवेदन द्वारा वित्तुं समान जैसे- एल.ई.डी. ब्राइंट, एल.ई.डी. पेट्रोल, ब्राइंट व अन्य आवश्यक समान रोड लाइट रक्षा-रक्षावर्धन हेतु भुगतान किया जाएगा। यह सुनिश्चित किया जाएगा कि जिस वॉट व प्रकार की लाइट है उसमें उसी के आवश्यक उसी गुणवत्ता का समान लाइट की प्रक्रिया या वॉट परिवर्तन करने पर संवेदक से BSR दरों पर नष्ट कर लाइट का पैसा काटा जाएगा।

6. संवेदक को टेंडर के साथ निम्नलिखित प्रमाण-पत्र संतान करने होंगे। अन्यथा निविदा पर विचार नहीं किया जाएगा या निविदा निष्कर्ष रहे जाएगी।

(i) मुख्य वित्तुं निषेधाधीन कार्यालय से प्राप्त वित्तुं कार्य करने का प्रमाण/ प्रकृति प्राप्त के नाम जारी हेल्प लाइन।
(ii) पंजीकरण के नये निम्न (EWSD श्रेणी) के तहत जयपुर नगर निगम या अन्य विभागों में वित्तुं कार्य करने के लिए पंजीकरण प्रमाण-पत्र होना आवश्यक है।
(iii) निर्धारित अभावी जमा करने की राशि या विद्रोह वार्ट। कम अभावी राशि व विभा अभावी राशि के टेंडरों 28 दिन नहीं किया जा गया।
(iv) संवेदन द्वारा नगर निगम/नगर परिषद/किसी भी सरकारी उपविभा विभा में विभा 5 वर्षों में किसी भी वर्ष रोड लाइट रक्षाकार लाइट का तकनीकी में दिये गये तकनीकी में दिये गये लाइट पोइन्ट की संख्या का कम से कम 25 प्रतिशत पोइन्ट के रक्षाकार कार्य का एक ही कार्यक्रम में अनुमोदन होना चाहिए। जिसका अनुमोदन प्रमाण पत्र निविदा के साथ के संतान करना आवश्यक है।

7. दुर्घटनाओं के कारण पोल ढुंगे अथवा गिरे की खुली तकत देनी होगी एवं वैकल्पिक व्यवस्था करने के लिए हेल्प लाइन संचालन करना होगा।

8. संवेदक द्वारा प्रतिष्ठित कंपनी के लगातार होगेंगे। सभी कंपनियों का सांस्कृतिक भीमा कार्यालय आवश्यक है। यदि संवेदक द्वारा उचित है, तो उनके लिए समान उत्तरदायित्व संबंधित करना होगा।
9. रेड लाइटें (रेड लाइट पाइपिंग) संचालन हेतु आवश्यक बांस की सीडी, होड्स्ट आदि संसाधनों
की व्यवस्था संबंधक को अपने स्तर पर करनी होगी। यदि संबंधक द्वारा उपलब्धता के आधार पर
निगम से होड्स्ट गाड़ी किये गए थे तो उन्हें आवश्यक किया जाता है तो गाड़ी की उपलब्धता
होने पर प्रति 8 घंटे 1000/- की संग्रहण निम्नांकण पर, गाड़ी किये पर उपलब्ध कार्य जा
करेंगी। होड्स्ट की दरे निम्नांकण कमी भी परीक्षित की जा सकती है व संबंधक को केवल
उपलब्धता के आधार पर ही गाड़ी दी जाएगी।

10. कार्यान्वयन का दरे व संचालन प्रवाह क्षेत्र के तहत कार्य प्रारम्भ होने की तिथि
जो भी बाद हो, तक माना गया।

11. नाविक सिविल की स्थिति में व्यावस्था का क्षेत्र जारी होगा।

12. संबंधक की लाइट पांडे के रास मोबाइल फोन होना आवश्यक है। उपरकन्य रखने का खर्च
फर्म का होगा। संबंधक को कॉन्टेन्ट/ हेलेंल लाइट 8, एस.एम.एस. द्वारा बदल लाइट की संपन्न
घंटी जाने पर कस्म को व्यक्तिया भी लेनी गयी।

13. संबंधक के व्यक्तियों की निम्नांकण सूचीबद्ध व परिचय पत्र होना आवश्यक है। नेडिलक/दुर्धना
बीमा करना होगा और उसकी साक्षात्कार प्रतिलिपि पत्रावली में संदर्भ करनी होगी। नए निगम
जारी यूनिट किसी भी रास के लेख विवाद के लिए जिम्मेदार नहीं होगा, जिसी भी दुर्धना के लिए
निम्नांकण को फ़ीम्मेदार नहीं होगा।

14. किसी भी प्रकार के विवाद में नाविक सिविल महावर महादेव/ श्रीवास्त्व आयुक्त महादेव/ श्रीमन्त अय्यक,
विवाद समिति का निर्णय आयुक्त होगा।

15. यदि निगम द्वारा टाइम-रखना का कार्य अन्य फर्म से करवाया जाता है तो खर्च दाईर्ध की
समय अनुसार संबंधक द्वारा तुरू पत्र में किसी भी तीव्र जाने की पूर्व जिम्मेदारी उपकर
अन्य फर्म का होगा। फर्म की सख्त शर्त पर टीक करने की स्थिति में संबंधक द्वारा इस दाईर्ध के
दृष्टिने द्वारा आयुक्त आयुक्त कराया जा सकता।

16. संबंधक का कार्यान्वयन प्रारंभ होने के साथ विवाद में निम्नांकण का तर्क से अधिकारी अभियंता (बिजु) (बिजु)
व संबंधक के माध्यम का कार्य अनुबन्ध कराना होगा।

17. जीवनस्तर का मुख्यान्तर निम्नांकण द्वारा अनुमान देने से देना नहीं होगा।

18. टेलीफोन द्वारा लाइट चालू नहीं करने पर शास्त्री लगायी जानेंगी फिर भी टीक नहीं करता है तो 10
दिनों प्रति निम्नांकण द्वारा व्यवस्था की सहायता के दायरे में टीक करने जिसका खर्च फर्म से
बुर्जुआ जाने का जो ख़र्च 500/- प्रति रोड लाइट होगा। जो शास्त्री के अतिरिक्त होगा।

19. उपरांत विस्तार प्रोजेक्ट के तहत EESL कम्पनी द्वारा भी उपात जोन में LED लाइट्स लगायी गई है। यदि
किसी कम्पनी के लिए बिजु द्वारा LED लाइट्स के स्क्रीन-स्क्रीन कार्य कर
दिया जाता है तो उन लाइट्स का हों विवाद भी इस निवारक से प्रति व्यवस्था जा सकता है। उन
लाइट्स व फ़ीम्मेदार कार्यक्षेत्र की अवधि की गायना सीमित नहीं कर दिये में जोड़कर जानेंगी।

20. पुलिस के समय में संबंधक की दृष्टि में LED लाइट्स के प्रकार के कार्य के दौरान पुलिस हेलिकेप,
हेड्स्ट गियर, स्यूरिटी जैकेट (With Reflector), नुसेरल जुस्ता का उपयोग किया जाएगा।

21. संबंधक द्वारा कार्य के प्रमुख की जाने वाले सभी प्रकार की पीकिंग, स्क्रीन्स का सूचना नीति
हस्ताक्षर संबंधक JEN , AEN, & XEN (L) सम्बन्धित जोन विभाग स्टॉर में मासिक रूप से जमा
करने काम करेंगे।

22. संबंधक द्वारा एल.ई.ई. लाइट्स के इंजन की ओरिजिनलिटी को मेंटेन रखना होगा। निम्न
मासिक तारीख विभाग की पीडीसी रूप से जमा किया जाएगा।

23. संबंधक द्वारा संचालन के माध्यम से लैबेलिटी की बजह से किसी भी के संबंधें दुर्धना होती हैं।
तो समूप्त जिम्मेदार संबंधक की होगी।

कनिष्ठ अभि. / सहा. अभि. (बिजु)
अधिवक्ता अभियंता (बिजु)
अभियंता मुख्य अभियंता (बिजु)

संबंधक के हस्ताक्षर
<table>
<thead>
<tr>
<th>S.N. No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Rate</th>
<th>Amount (4X5X12)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>नहीं निम्न अवलोकन हेलिटेक्स के 31 से 54 लाइट भरने के कार्य के लिए</td>
<td>Per Nos</td>
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<td>4</td>
<td>5</td>
</tr>
<tr>
<td>a</td>
<td>बिल्डिंग एवं डिलर क्षेत्र में सभी प्रकार की पेटिटन की एन्ड-ई लाइटेज का रूप-स्थान</td>
<td>Per Nos/Per Month</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>बिल्डिंग एवं डिलर क्षेत्र में सभी प्रकार की टूबलाइट्स डेमांडर्स का रूप-स्थान</td>
<td>Per Nos/Per Month</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>बिल्डिंग एवं डिलर क्षेत्र में सभी प्रकार की एचएसएल एवं लाइटिंग लाइटेज द्वारा उपयोगीय का रूप-स्थान</td>
<td>Per Nos/Per Month</td>
<td>195</td>
<td></td>
<td></td>
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</table>
| 2       | विभिन्न लाइटेज भरने के लिए सभी प्रकार की एमआईएन/एनेस्को की ए.ई.ई. डायमटर/वेविंग (की ए.ई.ई. डायमटर/वेविंग के लिए) की फिस को माल/बन्द करने का कार्य। यह निर्धारित करता जाता है तीन टाइम्स/वेबिंग प्रतिपादन की संख्या सभी नि:शुल्क/वेबिंग प्रतिपादित करता है।
<table>
<thead>
<tr>
<th>S.H. o.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Qty.</th>
<th>Rate</th>
<th>Amount (6X6X3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EESL कंपनी की MI, EON द्वारा स्वीकृति के लिए एन्ड-ई लाइटेज उपहार का रूप-स्थान का कार्य (सभी समान) लेकर</td>
<td>Per Nos/Per Month</td>
<td>3116</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**Total Part A**

**Total Part B**

**Total Part A+B**

---

*signature with stamp*

JENIAE(N 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.
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 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 lime 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 in 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 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.