

कार्यालय ग्राम पंचायत अटाटिया पंचायत समिति झाडोल जिला उदयपुर (राज0)

क्रमांक:-ग्राम...पसज./लेखा/निविदा/2026-27 /2

दिनांक :- 7/5/26


(ई-प्रोक वेबसाइट पर अपलोड करने बाबत)


खुली ई-निविदा सूचना वर्ष 2025-26

सर्व साधारण को सूचित किया जाता है कि ग्राम पंचायत अटाटिया पंचायत समिति झाडोल जिला उदयपुर में कार्यालय आयुक्त जनजाति क्षेत्रीय विकास विभाग उदयपुर के वित्तीय स्वीकृती क्रमांक 375-43 दिनांक 09.11.2025 से प्राप्त वित्तीय स्वीकृति क्रमांक क्रम में निष्पादित कराए जाने वाले निर्माण कार्य के लिए वित्तीय वर्ष 2025-26 के लिए राजस्थान लोक उपापन मे पारदर्शिता नियम 2013, राजस्थान लोक निर्माण, वित्तीय एवं लेखा नियम एवं राजस्थान पंचायतीराज नियम 1996 के नियमों के तहत जी0एस0टी0 में प्रीकृत/प्राधिकृत संवेदको से जो कि संबंधित कार्य का अनुभव रखते हो, से ई-प्रॉक्युरमेंट प्रक्रिया से ऑनलाईन निविदा निम्नानुसार आमंत्रित की जाती है। निविदा से संबंधित विवरण वेबसाइट <https://www.sppp.rajasthan.gov.in> एवं <https://www.eproc.rajasthan.gov.in> पर देखा जा सकता है।

क्र. स.	कार्य का नाम	अनुमानित लागत (लाख रुपयों में)	अमानत राशि (Bid Security) (रुपयों में) (02 प्रतिशत)	प्रोसेसिंग शुल्क MD RISL Jaipur के नाम से (रुपयों में)	निविदा शुल्क (रुपयों में)	निविदा आवेदन विक्रय/डाउनलोड करने की दिनांक	निविदा अपलोड करने की अंतिम दिनांक	निविदा शुल्क, प्रोसेसिंग शुल्क एवं अमानत राशि कार्यालय ग्राम पंचायत में जमा कराने की दिनांक	ऑनलाईन निविदा खोलने की दिनांक
1.	विभिन्न गलियों में सीसी रोड एवं नाली निर्माण कार्य अटाटिया	998000	19960	500	500	8/5/26	18/5/26	19/5/26	19/5/26

- निविदा प्रपत्रों को वेबसाइट <https://eproc.rajasthan.gov.in> से डाउनलोड किया जा सकता है। निविदा में भाग लेने वाले संवेदक निविदा को इलेक्ट्रॉनिक फारमेट में वेबसाइट <https://eproc.rajasthan.gov.in> पर अपलोड/जमा कराएँ।
- निविदा ऑनलाईन अपलोड/जमा करवाने के बाद निविदा की समस्त प्रक्रिया ऑनलाईन होगी। निविदा खोलने की तिथि को किसी कारणवश यदि सारी निविदायें नहीं खोली जा सकती है तो उसके अगले कार्य दिवस को शेष निविदायें खोलने का कार्य जारी रखा जावेगा।
- निविदा उपापन समिति के समक्ष ही खोली जावेगी तथा निष्पादन कार्यवार होगा।
- निविदा में भाग लेने वाली फर्मों का जीएसटी में रजिस्ट्रेशन एवं राजस्थान सरकार के किसी भी राजकीय निर्माण विभाग में सिविल कार्य में 'डी' श्रेणी सर्टिफिकेट संलग्न करना अनिवार्य होगा।
- इस कार्यालय में फर्म/संवेदक द्वारा निर्धारित दिनांक में 11:00 बजे पूर्वाह्न से 4:00 बजे अपराह्न तक निविदा प्रपत्र को देखा जा सकता है अथवा वेबसाइट <https://www.sppp.rajasthan.gov.in> एवं <https://www.eproc.rajasthan.gov.in> पर भी देखा जा सकता है। निविदा प्रपत्रों में निविदादाता के लिए योग्यता सूचना व दसों का विवरण, नियम, शर्तें एवं अन्य विवरण वर्णित है।


 ग्राम पंचायत अटाटिया
 प.स.झाडोल, जिला उदयपुर


 (मोहन लाल पटेल)
 ग्राम विकास अधिकारी
 ग्राम पंचायत अटाटिया
 प.स.-झाडोल, जिला उदयपुर (राज.)

तकनीकी बिड

संबेदक के द्वारा समस्त पत्रों पर हस्ताक्षर कर वांछित दस्तावेज संलग्न कर पुनः अपलोड किया जावें
कार्यालय ग्राम पंचायत पंचायत समिति झाडोल जिला उदयपुर

1. निविदा सूचना संख्या :- वर्ष 2025-26
2. कार्य का नाम :-
3. कार्य की अनुमानित लागत :- राशि रु
4. निविदा शुल्क :- रुपये /- (ग्राम पंचायत, पंचायत समिति, झाडोल, उदयपुर)
5. टेण्डर प्रोसेसिंग शुल्क :- रुपये /- (MD RISL JAIPUR के नाम पर)
6. अमानत राशि :- रुपये /- (ग्राम पंचायत, पंचायत समिति झाडोल उदयपुर)
7. फर्म का नाम व पता :-
8. निविदा को खोलने की तिथि व समय :-
9. निविदादाता द्वारा कार्यालय में निर्धारित दिनांक को मूल रूप में जमा कराये जाने वाले DD/BC का विवरण (DD/BC की स्केन्ड कॉपी संलग्न करें।)
 1. निविदा शुल्क हेतु डी.डी./बैंकर्स चैक नं. दिनांक..... राशि.....
 2. अमानत राशि हेतु डी.डी./बैंकर्स चैक नं. दिनांक..... राशि.....
 3. प्रोसेसिंग शुल्क हेतु डी.डी./बैंकर्स चैक नं. दिनांक..... राशि.....
10. उपयुक्त/सक्षम श्रेणी में पंजीयन का क्रमांक :-
11. जीएसटी पंजीयन क्रमांक (GSTN No.) :-
12. फर्म का पेन नम्बर :-

नोट-

1. उपरोक्त प्रमाण पत्रों की स्केन्ड कॉपी संलग्न करें।
2. निविदा से सम्बन्धित समस्त शर्तें जो राजस्थान पंचायतीराज नियम 1996, राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012, राजस्थान लोक उपासन में पारदर्शिता नियम 2013, सा. वि. एवं लेखा नियम, पी. डब्ल्यू. एफ. एण्ड ए. आर., राज्य सरकार द्वारा समय-समय पर जारी आदेशों में वर्णित हैं एवं जो निविदा प्रपत्र के साथ संलग्न हैं का अध्ययन कर लिया गया है एवं हमें पूर्ण स्वीकार है, जिस पर स्वीकृति के हस्ताक्षर कर निविदा के साथ संलग्न हैं।

हस्ताक्षर

निविदादाता का नाम मय सील

टेलीफोन/मोबाईल न. :

9/10
ग्राम पंचायत
पंचायत समिति झाडोल जिला उदयपुर

3/10/25
(मोहन लाल पटेल)
ग्राम पंचायत अधिकारी
पंचायत समिति झाडोल जिला उदयपुर (राज.)

ARTICLE 10 - TENDERING

1. Scope of Tendering

1.1 The tendering process shall be open to all eligible bidders who are registered with the tendering authority and have been approved by the tendering authority for the purpose of tendering for the project.

2. Bid Validity

2.1 The tenderer shall be responsible for ensuring the validity of the tender. The tenderer shall be deemed to have accepted the terms and conditions of the tendering process and shall be bound by the terms and conditions of the tendering process. The tenderer shall be responsible for ensuring the validity of the tender and shall be deemed to have accepted the terms and conditions of the tendering process and shall be bound by the terms and conditions of the tendering process.

2.2 A tenderer shall be deemed to have accepted the terms and conditions of the tendering process and shall be bound by the terms and conditions of the tendering process.

3. Tender Documents

3.1 The tender documents for the purpose of tendering shall comprise as stated below together with any further and additional documents as may be required.

- 3.1.1 (i) Tendering Form
- 3.1.2 (ii) Schedule 'A'
- 3.1.3 (iii) General conditions of contract
- 3.1.4 (iv) Special conditions of contract
- 3.1.5 (v) Bill of Materials

3.2 The tenderer shall be responsible for ensuring that all tender documents have been received and that the tenderer has accepted the terms and conditions of the tendering process and shall be bound by the terms and conditions of the tendering process.

3.3 The tenderer shall be responsible for ensuring that the tenderer has accepted the terms and conditions of the tendering process and shall be bound by the terms and conditions of the tendering process.

3.4 The tenderer shall be responsible for ensuring that the tenderer has accepted the terms and conditions of the tendering process and shall be bound by the terms and conditions of the tendering process.

4. Preparation of Tender

4.1 The tender shall be prepared and submitted by the tenderer through a tendering agent or a tendering authority.

4.2 The tender shall be prepared and submitted by the tenderer through a tendering agent or a tendering authority.

5. Form of Tender

5.1 The tender shall be prepared and submitted by the tenderer through a tendering agent or a tendering authority.

5.2 The tender shall be prepared and submitted by the tenderer through a tendering agent or a tendering authority.

5.3 The tender shall be prepared and submitted by the tenderer through a tendering agent or a tendering authority.

[Handwritten signatures and stamps]

6. Deadline for Tender Submissions :

- 6.1 Tender must be submitted through e-tendering system up to **upto 6.00 P.M.** and shall be opened online on **at 02.00 P.M.** in the presence of those tenderers who may choose to be present. If such last date is declared a public holiday by the Government in the receiving office, next official working day would be deemed as the last date for opening of the tenders.
- 6.2 The, **Sarpanch Gram Panchayat PS Jhadol Distt.Udaipur** may at his discretion, extent the dead line for the submission of tenders by issuing an amendment to tenderers in which case all rights and obligations of the **BDO PS Jhadol Distt. Udaipur** and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 6.3 Any tender received by the **Sarpanch Gram Panchayat PS Jhadol Distt.Udaipur**, after the deadline for submission of tenders prescribed by the **BDO PS Jhadol Distt. Udaipur** in accordance with the foregoing will be returned unopened to the tenderer.
- 6.4 No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of validity of tenders specified in the Tender documents. With drawl of a tender in any form whatsoever during this interval shall entail the forfeiture of the Earnest Money deposit without any further notice or opportunity to the tenderer & without prejudice to any other legal rights & remedies open to the employer.

7. Notification of Award


- 7.1 Prior to the expiry of the period of tender validity prescribed by the **BDO PS Jhadol Distt. Udaipur** the **Sarpanch Gram Panchayat PS Jhadol Distt.Udaipur** will notify the successful tenderer by telegram/cable or telex (and subsequently confirmed in writing by Registered Letter) that his tender has been accepted. This letter and in the conditions of the contract called Letter of Acceptance.
- 7.2 The Letter of Acceptance will constitute the formation of the Contract and will incorporate all agreements between the parties in accordance with the form of Agreement provided in the Tender Documents.
- 7.3 Upon the furnishing by the successful tenderer of a performance security in accordance with the provisions the **Sarpanch Gram Panchayat PS Jhadol Distt.Udaipur**, will promptly notify the unsuccessful tenderers that their tenders have been unsuccessful and discharge/returned without interest their tender Earnest Money Deposits.


8. Security Deposit:

The Security Deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit. A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10 % of the work order before or at the time of executing the agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills.

SIGNATURE OF CONTRACTOR

**Sarpanch
GP
PS Jhadol**



प्रमाणित
ग्राम विकास अधिकारी
प.स. जहादोल, उदापुर


(मोहन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम विकास अधिकारी
प.स. जहादोल, उदापुर (राज.)


SECTION-4
CONDITION OF CONTRACTOR
PART-II SPECIAL CONDITIONS OF CONTRACT

1. The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
2. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
3. None of the permanent work shall be carried out during nights or Sundays or any other holidays without permission in writing of the BDO.
4. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.
5. Collection of all material and material to be used for building works shall be subject to satisfactory test result of quality control before use. If test result not found satisfactory the material shall be rejected or rates may be reduced at the discretion of Engineer-in-charge and contractor shall be bound to it..
6. The rates are inclusive of all lead and lift for complete finished work unless & otherwise the same is specifically stated in the rates.
7. The methodology and equipments to be used on the project shall be furnished by the contractor to the Engineer well in advance of commencement of work and approval of the Engineer is obtained prior to its adoption and use.
8. No equipment or personnel will be removed from site without permission of the Engineer.
9. The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each type of work and obtain the approval of the Engineer prior to actual commencement of work.
10. The measurement shall be taken as per building practice manual.
11. The contractor will set up a quality Control Lab. at site of work for regular testing of the materials and he shall ensure that all the testing of materials/aggregate etc. is done regularly and as per the frequency prescribed in quality control manual.
12. In case of any defect, whatsoever is noticed in a period of **Three years** after actual completion date, the same shall be rectified by the Contractor at his own cost. The security deposit will be refunded only after **Three years** from the actual date of completion, provided that the final bill has been passed.
13. Only ISI marked doors / window/ ventilator section should be used as per circular issued by the CE PWD Rajasthan Jaipur vide letter No.: CE/SE (db) /D- 931 dated: 10.12.2002.
14. Prior approval of the sanitary items material should be got approved from the Executive Engineer.
15. The Contractor shall engage un-skilled local labour from Rajasthan state preferably of the Dungarpur District for the executive of the work.
16. The drawing enclosed with the bid document are conceptual drawing and modification may be done to suit the client requirement.
17. The contractor has to submit rate analysis of work with tenders.
18. The contractor is responsible for design of RCC member in above work which includes the submission of General Arrangement drawings for columns, beams etc with all required soil and other investigations. After approval of GAD he will carry out the detailed design of RCC members from the structural consultant and proof checking from the authorized institution in view of design being earthquake resistant. After submitting the design and bar bending schedule of RCC work the approval will be given by the competent authority/ Engineer in charge only there after he will start the work. No extra payment will be payable for this job.
20. Form work shall be got approved from engineer in charge before laying of RCC work.

SIGNATURE OF CONTRACTOR


ग्राम पंचायत
प.स.झाड़ोल, झारखण्ड

BDO
PS Jhadol


(भोमन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम पंचायत
प.स.-झाड़ोल, झारखण्ड (राज.)

SCHEDULE 'G'

Name of Work :

GP PS Jhadol, Distt. Udaipur

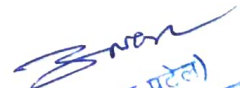
PART – MAINTENANCE

The above work shall be maintained by the contractor upto 3 (Three) years after completion of this project, at his own cost.



VDO
GP
PS Jhadol




(मोहन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम पंचायत
पं.स.-झाड़वल, जिला-उदुपपुर (राज.)

APPENDIX - XI
Government of Rajasthan

Form RPWA - 100
(See Rules 322 and Note 1
below Rule 331)

Office of the _____ Department _____

NOTICE INVITING TENDERS FOR WORKS

Tenders are hereby invited on behalf of the Governor of Rajasthan for the works of


_____ from-enlisted contractors of the appropriate class. Contractors enlisted with the CPWD; Postal; Telecom, Railway, MES, other State Governments/Central Government undertakings/ Organization equivalent to AA and A Class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under: -

- (i) Contractor's equivalent to A A class of Rajasthan Works of which cost exceeds Rs. 1.5 crores
(ii) Contractors equivalent to A Class of Rajasthan Works of which cost Rs. 1.5 crores but not exceed Rs. 3.00 crores.

2. Contract document consisting of the detailed plan, 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 _____ (name of the officer) every day except on Sundays and Public Holidays during office hours.
3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes, will be received by the _____ (name of the officer) up to _____ am/pm (time) on the _____ (date) and will be opened by him in his office at _____ am/pm (time) on _____ (date) in the presence of such Contractors or their authorized representatives, as are present.
4. Tenders are to be submitted on a prescribed form, which can be obtained from the office(s) of the _____ (name of the officers) on payment of a sum of Rs. _____ in cash or by demand draft. The sale of tender forms will start at least _____ days before the date of receipt of tenders. The sale of tenders will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that the tenderer signs all the tender papers including conditions of Contract. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.
5. The work is to be completely finished to the satisfaction of BDO within _____ months from the 10th day after the date of written order to commence the work.
6. Earnest Money, amounting to Rs. _____, must accompany each tender, and each tender is to be in a sealed cover, subscribed "Tender for _____ and addressed to the _____ (name of the officer).
- Earnest Money, in cash or Bankers Cheques in the name of officer inviting tender or Demand Draft of nationalized/ Scheduled Banks, should be deposited with the cashier or authorized clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs. 5 crores and above, Earnest Money of Rs. 10 Lacs shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (Form RPWA 87) or in cash. Enlisted contractors shall be required to deposit ½ % of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.**
7. The Security Deposit @10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

A contractor may however elect to furnish bank guarantee or any acceptable form of security for an amount equal amount to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution for the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal




(श्रीमती राजेश कपूर)
श्रीमती राजेश कपूर
पता: राजेश कपूर, जिला: राज.

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS**

All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorized Engineer. The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorized Engineer during office hours.

In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.

Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.

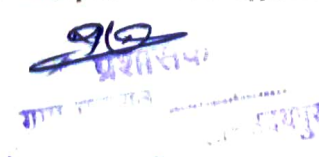
The Chief Engineer or other duly authorized Engineer will open the tenders in the presence of any contractor(s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.

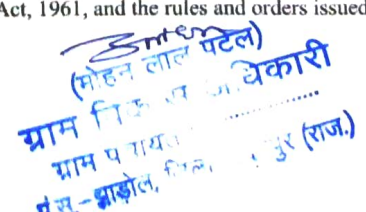
6. The Chief Engineer or other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorized Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or de-list the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with work given to him in form given below. The unsuccessful tenderer shall return all the drawings given to them.

Declaration

"I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative (s) of the Contractor (with a photograph and, signature attested), who would be responsible for taking instructions from the BDO, shall be communicated to the BDO.
13. Sales tax or any other tax on materials or Income Tax in respect of the contract shall be governed by Clause 36A,B, C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions for the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check, there are some discrepancies, the following procedure shall be followed: -
 - (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate,
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates,
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, hereunder.


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- from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provision of the Act.
17. The contractor shall read the specifications and study the working drawings carefully before submitting the tender.
 18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
 19. The tender documents show already the specific terms and conditions on which tenders are required by the government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm; as such conditional tenders are liable to be rejected.
 20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
 21. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the BDO shall be at liberty to forfeit the said earnest money absolutely.
 22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form : -

Name of work	Name and particulars of the Sub-Division/ Division, where work is being executed	Amount of work	Position of works progress	Remarks
1	2	3	4	5

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and overwriting must be serially numbered and attested by the Contractor every page, so also by the officer opening the tenders so as to make further disputes impossible on this score.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does complete the work and the work has to be put to re-tendering, he shall stand debarred from participating in sue re-tendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue documents.
28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules, (b) If a non-tenderer offers lower rates after opening offenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

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 प.स.आइजल (वि.) जिला-जयपुर

मोहन लाल पटेल
 ग्राम विकास अधिकारी
 ग्राम पंचायत
 प.स.-आइजल, जिला-जयपुर (राज.)

Tender for works

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures) % (as well as in words) _____ percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule 1 in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) General description of work _____
(b) Estimated cost RS. _____
(c) Earnest money RS. _____ @ 2% for enlisted contractors outside their zone and 1/2% within their Zone of enlistment.

(d) Security Deposit: -

- (i) The Security Deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted in to any mode of securities like bank guarantee, FDR etc. The earned money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit. However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.
- (ii) Bank Guarantee shall in all cases be payable at headquarter of the Division or the nearest District headquarters.
- (c) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is _____ months. This tender should be accepted in whole or in Part, I/ We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A Sum of Rs. _____ is forwarded herewith in the form of Cash, Bank Draft and Bankers Cheques as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness
Witnesses address & occupation

Signature of Contractor
Address of Contractor

Date

I hereby accept the above tender on behalf of the Governor of Rajasthan.

Dated

BDO PS Jhadol

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BDO PS Jhadol

Signature
(सोहन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम पंचायत
पं.सं.-झाड़ोल, जिला-उदयपुर (राज.)

Conditions of Contract

Clause 1 : Security Deposit

The Security Deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

A contractor may however elect to furnish bank guarantee or any acceptable form of security for an amount equal amount to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution for the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills."

All compensation or other sums of money payable by the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized /Scheduled Bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit and the bank goes into liquidation or, for any reason, is unable to make payment against the said bank Guarantee, the loss caused thereby shall fall on the Contractor and the contractor shall forthwith on demand, furnish additional security to the Government to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by and dispute between the BDO and the Contractor, and the payment, under the Guarantee Bond by the Bank to the Government shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur; merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the contractor. The demand, so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the Guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the BDO, which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Contractor, the Chief Engineer or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

Government is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

Clause 2: Compensation for delay

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the BDO/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract be, proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below:-

A.	Time Span of full stipulated period	1/4th (____ Days)	1/2th (____ Days)	3/4th (____ Days)	Full (____ Days)
B.	Work to be completed in terms of money,	1/8th (____ Days)	3/8th (____ Days)	3/4th (____ Days)	Full (____ Days)
C.	Compensation by the delay contractor at the stage of:	payable contractor for unexecuted attributable to Delay exceeding one-fourth period but not exceeding half of the prescribed time span 5% of the work remained unexecuted. Delay exceeding half of the period but not exceeding three-fourth of the prescribed time span 7.5% of the work remained unexecuted. Delay exceeding three-fourth of the prescribed time span 10% of the work remained unexecuted.			

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Note: - The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall- not exceed 10 percent of the total value of the work. In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this -reduce compensation would be applicable over the entire delayed period without paying any escalation.

Following illustration is given: - First time span is of 6 months, delays is of 30 days which is split over as under 5 days (attributable to Government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor) 5. lays (attributable to Government) + 3 days (attributable to contractor). Total delays is tints clubbed to 15 days (attributable to Government) and 15 days (attributable to contractor). The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5% 15/ 30 1.25% over 30 days without any escalation by competent authority.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The BDO shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the BDO, the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

Clause 3: Risk & cost Clause

The BDO or the competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases :-

- (i) If Contractor having been given by the BDO, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the BDO (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- (ii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any acts mentioned in Clause 19 hereof. When the contractor has made himself liable for action under any of the cases aforesaid, the BDO on behalf of the Governor of Rajasthan shall have powers:
 - (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the BDO shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
 - (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with cost of the labour and the price of the materials (of the amount of which cost and price certified by the BDO shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Divisional Officer, as to the value of the work done shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - (c) After giving notice to the Contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands and to give it .to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been

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executed by him (of the amount of which excess, the certificate in writing of the BDO shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contractor on any other account, whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the BDO, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the BDO has certified, in writing, the performance of such work and the value payable in respect hereof, and he shall only be entitled to be paid the value so certified.

Clause 4 : Contractor remains liable to pay compensation, if action not taken under Clause 3

- (i) In any case in which any of the powers conferred by Clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, not with standing, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit/Earnest Money/Enlistment security and the liability of the Contractor for past and future compensation shall remain unaffected.

Powers to take possession of or require removal, sale of Contractor's Plant.

- (ii) In the event of the BDO putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorized Engineer (whose certificate, thereof, shall be final and conclusive), otherwise the BDO may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Chief Engineer or other duly authorized Engineer may remove them at the Contractors expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly authorized engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 5 : Extension of Time

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution pr on any other grounds, he shall apply, in writing, to the BDO within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of powers or other duly authorized Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5 A: Monthly Return of Extra Claims

Contractor has to submit a return every month for any work claimed as extra. The Contractor shall deliver the return in the office of the Executive Engineer and obtain Receipt Number of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

Clause 6: Final Certificate

On completion of the work, the Contractor shall send a registered notice to the BDO giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the BDO to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials, and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the BDO may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the BDO he or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that is subsequent to the taking of measurements by the subordinate as aforesaid, the BDO had reason to believe that the measurements taken by his subordinates are not correct, the BDO shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor. Within ten/thirty days of the receipt of the notice, BDO shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor, a certificate of completion. If the BDO finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, that the

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from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured, and these shall not, on any account, be removed from the site of work and shall be, all times, open to inspection by the BDO. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional Officer's store, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not be entitled to return any such materials, unless with such consent, he shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the BDO, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach, Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, of non-supply thereof, all or any such materials and stores.

Clause 10 A : Rejection of materials procured by the Contractor

The BDO shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the BDO shall be at liberty to employ other person(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, BDO may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be born by the contractor.

Clause 10 B : Penal rate in case of excess consumption

The contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department, at double of the issue rate including storage and supervision charges or market rate whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 35A, shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

Clause 10C: Hire of Plant and Machinery

Special plant and Machinery, required for execution of the work, may be issued to the contractor, if available, on the rates of hire charges and other terms and conditions as per departmental Rules, as per Schedule annexed to these conditions, Rates of such plant & machinery shall be got revised periodically so as to bring them at par with market rate.

Clause 11: Works to be executed in accordance with Specifications, Drawings, Order etc.

The contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner, and both as regard materials and otherwise in every respect, in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the BDO and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours and the contractor, shall if he so requires, be entitled at, his own expense to make or cause to be made copies of specification, and of all such designs, drawings and instructions as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill.


The specifications of work, material, methodology of execution, drawings and designs shall be signed by the Contractor and Executive Engineer while executing agreement while executing agreement and shall form part of agreement.

Clause 12 :

The BDO shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the BDO, and such alteration, omission, additions or substitutions shall not invalidate the contract and any altered or substituted additional work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the BDO shall be conclusive as to such proportion. The rates for such addition, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- (I) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (II) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (III) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the BDO on the basis of the prevailing market rates when the work was done.




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Clause 15 : Work to be open to inspection: contractor or his responsible Agent to be present

All work, under or in course of execution or executed in pursuance of the contract, shall, at all times, be open to inspection and supervision of the BDO and his superior officers e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and an other authorized agency of the Government and the Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the BDO or his subordinate and any other authorized agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

Clause 16 : Notice to be given before any work is covered up

The contractor shall give not less than five days notice in writing to the BDO or his Subordinate-in-Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or replaced beyond the reach of measurement any work without the consent in writing of the Engineer-in Charge or his subordinate in-charge of the work. And if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or for the materials which the same was executed.

Clause 17 : Contractor liable for damage done and for imperfections

If the contractor or his work people or servants shall break deface, injure or destroy any part of a building in which they may be working, or any building road, fence enclosure or grass land, or cultivated ground continued to the premises on which the work or any part of it, is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever or any imperfections become apparent in it within a period specified in clause 37 after a certificate final or otherwise of its completion shall have been given by the BDO as aforesaid the contractor shall make the same good at his own expense or in default, the BDO may cause the same to be made good by other workmen and deduct the expense (of which he certificate of the BDO shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceed of sale there-of or of a sufficient portion thereof.

Clause 18 : Contractor to supply Plant, Ladders, Scaffolding etc.

The contractor shall supply at his own cost all material (except such special material if any, as may in accordance with the contractor be supplied from the BDO's store) plants, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper for the proper execution of the work whether original, altered, or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, of which may be necessary for the purpose of satisfying or complying with the requirements of the BDO as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing an assisting in the measurement or examination at any time and from time to time of the work or materials, failing his so doing, the same may be provided by the BDO at the expenses of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his Security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit action proceeding. To any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

Clause 19 : Work not be sub-let. Contract may be rescinded and Security Deposit Forfeited for sub-letting, bribing or if Contractor becomes insolvent.

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief-Engineer may, thereupon, by notice, in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall be ensure as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work, there for, actually performed under the contract.

Clause 20 : Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

All sums payable by way of compensation under an of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21 : Changes in Constitution of firm

Where the Contractor is a partnership firm, the previous approval, in writing, of the BDO shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensure, as provided in the said clause 19.

Clause 22 : Works to be under direction of BDO

All the works to be executed under the contract, shall be executed under the direction and subject to the approval, in all respect, of the BDO of the Government of Rajasthan for the time being, who shall be entitled to direct, at what point or points, and in what manner, they are to be commenced, and from time to time, carried on.

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- (a) For works costing Rs. 50 lacs and above One Graduate Engineer
 - (b) For works costing between Rs. 50 lacs to Rs. 90 lacs One qualified diploma holder having experience of not less than 5 yrs
 - (c) For works costing between Rs. 15 lacs and Rs. 50 lacs One qualified diploma holder
- The technical staff should be available at site, whenever required by BIDD to take instructions

Clause 39A:
The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued thereunder. Even 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 40: Safety Code
The contractor shall follow the safety code of the department.

Clause 41: Near Relatives barred from tendering
The contractor shall not be permitted to tender for works in which his near relative is posted as Provisional 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 also near relatives to any Gazetted Officer in the Organization/Department. Any breach of this condition by the contractor shall render him liable to remove from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tendering authority may at his discretion forfeit his earnest money, security deposit and retention deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.
Note: By term 'near relative' is meant wife, husband, parents and grand parents, children and grand children, brothers and sister, uncles and cousins and their corresponding in laws

Clause 42: 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 43: Quality Control
The Government shall have right to exercise proper quality control measures. The contractor shall provide all assistance to conduct such tests.

Clause 43 A:
The work (whether fully 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 BIDD, and a certificate from him, to the effect obtained.

Clause 44: 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, the Chief Engineer or duly authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 45: Price Variation Clause
If during the progress of the contract of value exceeding Rs. 50 lacs (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price of any materials/labour/diesel and petrol/cement/steel incorporated in the works (not being materials supplied by the department) and/or wages of labour increases or decreases as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department/labour/bitumen/diesel and petrol/cement/steel). If negotiated rates have been accepted, prices on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, and then prices on the date of opening of tender shall be considered for price adjustment. Increase or decrease in the cost of labour/material/diesel and petrol/cement/steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-

(A) Labour

$$V_L = \frac{0.75X}{100} \times R - H_0$$

- V_L** Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour
- R** The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause
- H₀** The average consumer price index for industrial workers (wholesale price) for the quarter in which tenders were opened/negotiated (as Reserve Bank of India Journal/labour Bureau Sinda, for the area)
- H₁** The average consumer price index for industrial workers (wholesale price) for the quarter of calendar year under consideration (as published Reserve Bank of India Journal/labour Bureau Sinda, for the area)
- P_i %** Percentage of labour components
In case of revision of minimum wages by the govt. or other competent authority nothing extra would be payable except the price escalation permissible under this clause

(B) Material (excluding material supplied by the department)

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$$V_M = 0.75 \times \frac{\text{-----}}{100} \times R \text{-----}$$

V_M - Increase or decrease in the cost during the quarter under consideration due to change in rates of material..

R - The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

L_{MO} - The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area.)

L_{m1} - The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area)

P_M - Percentage of material component (excluding materials supplied by the Department)

(C) Bitumen

$$V_b = 0.85 \times \frac{P_b}{100} \times R \frac{(B_i - B_0)}{B_0}$$

V_b - Increase or decrease in the cost of the work during the month under consideration due to changes in the rate for bitumen.

R - The value of the work done in rupees during the month under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

B_0 - The official retail price of bitumen at the IOC depot at nearest center on the day 28 day prior to date of opening of Bids.

B_i - The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b - Percentage of bitumen component of the work.

(D) Petroleum

$$V_f = 0.75 \times \frac{P_f}{100} \times R \frac{(F_1 - F_0)}{F_0}$$

V_r - Increase or decrease' in the cost of work during the quarter under consideration due to change in the rates for fuel and lubricants.

R - The value of the work done in rupees during the quarter under consideration excluding the cost of the materials supplied by the department and excluding other items as mentioned in this clause.

F_0 - The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.

F_1 - The average wholesale price index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

P_f - percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work)

R - Total work done during the quarter as prescribed under this clause.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

(E) Cement

$$V_o = 0.75 \times \frac{P_c}{100} \times R \frac{(L_{c1} - L_{c0})}{L_{c0}}$$

V_o - Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of Cement.

R - The value of the work done in rupees during the quarter under consideration excluding the cost of Cement supplied by the department and excluding other items as mentioned in this clause.

L_{c1} - The average wholesale price index for the quarter in which tenders were opened/negotiated, (as published by the Economic Adviser to the Government of India, Ministry of Industries).

L_{c0} - The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the Government of India, Ministry of Industries).

P_c - Percentage of Cement components (excluding Cement supplied by the Department).

(F) Steel

$$V_s = 0.75 \times \frac{P_s}{100} \times R \frac{(L_{st} - L_{s0})}{L_{s0}}$$

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- (a) Cost of material supplied by the Department
 (b) Cost of services rendered as per clause 34
 (c) Secured Advance/any advance added earlier but deducted now after work is measured.
 (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the period shall be taken into account. For subsequent statement cost of work done during every quarter shall be taken into account At the completion of work, the work done during the last quarter or fraction thereof shall be taken into account
 5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of preparation of bill as entered in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bill relevant to any period. The date of completion as finally recorded by the competent authority in the Measurement Book shall be the criterion.
 6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
 7. Price adjustment clause shall be applicable only for the work that is carried out with in the stipulated time of extension there of, as are not attributable to the contractor.
 8. If during the progress in respect of contract works stipulated to cost Rs. 50 Lacs or less, the value of work actually done excluding cost of material supplied by the Department exceeds Rs. 50 Lacs and completion period is more than 3 months, then escalation would be payable only in respect of value of work in excess over Rs.50 lacs from the date of satisfying both the conditions.
 9. Where originally stipulated period is 3 months or less but actual period of execution exceeds beyond 6 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 Lacs.
 10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally give based upon the price index of that quarter in which such work was required to be done.
 11. No claims for price adjustment other than those provided herein, shall be entertained.
 12. If the period of completion including extended period attributable to Govt exceeds 3 months but cost does not exceeds more than Rs. 50 Lacs. No escalation is admissible.
 13. Similarly, if cost of works increases more than Rs.50 Lacs but completion period including extended period attributable to govt, is less than 3 months no escalation is admissible.
 14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non-publication of indices for concerned quarter by the RBI.
 15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
 16. In case at the time of executing agreement, both the conditions (completion period 3 months and amount of work Rs. 50 Lacs) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 Lacs and in period of work beyond 3 months.
 17. The contractor shall for the purpose of this conditions keep such books of account and other document as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the BDO furnish, verified in such a manner as the BDO may required any document so kept and such other information as the BDO may require.

Clause 46: Force Mejeure

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

Clause 47: 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 48: Post payment Audit & Technical Examination

The Government shall have right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting voucher, abstracts, etc. to be made within 2 years after payment of the final bill and if as a result of such audit and technical examination any sum if found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed or executed below Specifications, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Department to recover the same from him in the manner prescribed in clause 50 or in any other manner legally permissible and if is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Government to the contractor.

Clause 48 A: Pre check or Post Check of Bills

The Government shall have right to provide a system of pre-check of contractor's bills 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 payments detected, as a result of such pre-check or post check of Contractor's bills can be recovered from the contractor's bills, in the manner, herein before provided and the contractor will refund such over/excess payments.

Clause 48 B: 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, or by other special orders (about which the decision of 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 payments 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 49: Dismantled materials

The contractor in course of the work should understand that all materials e.g. stone bricks/steels and other material 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 of the Government as per direction of the BDO.

Clause 50: Recovery from Contractors

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Security Deposit, Security Deposit at the time of the enlistment of the Contractor. In the event of security being insufficient or if no security has been taken then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor, under this or any other contract with the Government 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

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remaining due. The department shall further have the right to affect such recoveries under Public Demands Recovery Act.

Clause 51: Jurisdiction & Court

In the event of any dispute arising between the parties hereto in respect of 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 and no other court, after completion of proceedings under clause of this Contract.

Clause 52: Additional Performance Guarantee

If the difference in the rate quoted by the lowest bidder with respect to the rate analysis based on current market rate is more than 10% then the bid shall be considered as "Unbalanced bid" in that case an "Additional performance guarantee" equal to the difference between the amount of the rate analysis and the amount of lowest bid- shall be taken from the bidder.





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ANNEXURE TO APPENDIX XI

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. **Short title:** These regulations may be called "The Rajasthan public Works Department contractor's labour Regulations".
2. **Definition:** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say: -
 - (i) "**Labour**" means workers employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf,
 - (ii) "**Fair Wage**" means minimum wages for time or piecework fixed or revised by the State Government under the Minimum Wages Act, 1948.
 - (iii) "**Contractor**" shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract,
 - (iv) "**Wages**" shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.
3. **Display of Notice regarding wages etc:**

The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and in conspicuous places on the work notices in English and the correctly maintain in Hindi, by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of Wages:**
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods:**
 - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry often days after the last day of the wage period in respect of which the wages are payable,
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated,
 - (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.
6. **Wage book and Wage Slips etc.:**
 - (i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars: -
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
 - (i) The Contractor shall also maintain a wage-slip for each worker employed on the work
 - (ii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.
7. **Fines and deductions which may be made from wages:**
 - (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized namely the following: -
 - (a) Fines
 - (b) Deduction for absence from duly i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (ia) The Rajasthan Government may from time to time, allow deductions other than those specified in clause (i) above
 - (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions,
 - (iii) The total amount of fines, which may be imposed in any one-wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period,
 - (iv) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
8. **Register of fines etc.:** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made. The Contractor shall maintain both in English and local Indian Language, a list approved by the Labour commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.
9. **Preservation of Register:** The wage register the wage card and the register of fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.
10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall, investigate into any complaint regarding default made by the Contractor or Sub-contractor in regard to such provisions.
11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized a aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned. In case contractor under clause 12 of these regulations makes an appeal, the Executive Engineer will make actual payment to Labours after the Labour commissioner had given decision on such appeal.

(Handwritten signatures and stamps)

ग्राहक पत्रिका (गज.)

श्रीमान श्री (गज.)

श्रीमान श्री (गज.)

श्रीमान श्री (गज.)

SCHEDULE OF MATERIALS TO BE SUPPLIED BY THE DEPARTMENT, IF AVAILABLE
 (Referred to in Clause 10)

S.No.	Particulars	Quantity	Rates		Place of Delivery
			Unit	Rupees	

SCHEDULE OF MACHINERY/T&P TO BE SUPPLIED BY THE DEPARTMENT

The following Machinery/T&P shall be supplied by the Department, if available, to the Contractor on hire as per "Rules of the Department for supply for machinery and T&P to the Contractors on hire" (Referred to in Clause 10 C)

S.No.	Item	Rate	Place of Delivery and return

Progress Statement referred on Clause 2 of Conditions of Contract

Name of Work	Date from which the work should be completed	Date from which the work should be completed	Monthly rate of progress

The Contractor has been informed that this tender has been accepted.

Dated Signature of BDO

Dated Signature of Contractor

NOTES: - FOR FILLING IN THE PROGRESS STATEMENT FORM

- Columns of 2,3, and 4 must be initialed and dated by the contractor.
- Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also.
- The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract
- The date in column 3 must correspond to the period stated in Sub clause (e) of the memorandum below "Tender for works**".
- Column 4. This will ordinarily be worked out proportionately; this if Rs. 24,0000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
- The certificate as to intimation acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorized Engineer and the contractor

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मोहन लाल पटेल
 गांधी विकास अधिकारी
 गांधी नगर विकास अधिकारी

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(Faint signature lines and dates)

(Faint text, possibly a note or instruction regarding the form's use)

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Progress Statement (to be filled in by the Contractor)

Date of work	Description of work done	Date by which the work should be complete	Actual % of Progress

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NOTES FOR FILLING IN THE PROGRESS STATEMENT FORM ON THE LAST PAGE

- 1. Clause 4 of the contract is amended and dated by the contract.
- 2. Clause 4 of the contract is amended by the Chief Engineer or other duly authorized Engineer also.
- 3. The date of commencement of work should correspond to the date on which the order to commence work is given to the contractor specified in clause 4 of the contract.
- 4. The date of completion of work should correspond to the period stated in clause (f) page 2 of the tender.
- 5. Clause 4 of the contract is amended and dated by the contract. This of Rs. 24,000/- is the cost of the whole or portion of work covered in one or more periods of completion. The monthly rate of progress should be Rs. 4,000/- If necessary, quantities may be specified to the extent of the discretion of the Chief Engineer or other duly authorized Engineer and the contractor.

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STATEMENT OF PAYMENTS & RECOVERIES TO BE ATTACHED WITH THE AGREEMENT OF WORKS

S.N. of Bill	Gross Amount of Bill	Progressive Total Amount of Bills	Recoveries								Net Amount of Payment	C.B.R. Voucher No and Date	Dated initials of		
			Material T&P	Quantity Hours	Amount	S.D.	Income Tax Deduction	Sales Tax	Royalty J	Other Recoveries			Total Recoveries	-D.A.O.	E.E.
1	2	3	4(a)	4(b)	4(c)	4(d)	4(e)	4(f)	4(g)	4(h)	4(i)	5	6	7	8


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(मोहन लाल पटेल)
 ग्राम विकास अधिकारी
 ग्राम पंचायत
 ई.म. - झांझार, जिला - रायपुर (राज.)

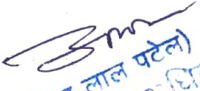
Copy forwarded for information and necessary action to the following:

1. The Accountant General (Audit/A&E) Rajasthan Jaipur
2. The Principal Secretary/Secretary, PWD/PHED/Irrigation/IGNP/CAD/Forest/Water Resources Department
3. Chairman, RSBC/RHB/Administrator, Agriculture Marketing Board
4. The Area Development Commissioner, Bikaner/Kota.
5. The Chief Engineer, PWD/Irrigation/PHED/IGNP, Bikaner and Jaipur/CAD(IGNP) Bikaner/CAD(Chambal Kota/Mahi Project/Bisalpur Project/Sidhmukh Nohar Project/Hanumangarh(North)CE,PHED, (PMC Project) Churu.
6. All Sections of Finance Department.
7. Director, Treasury & Accounts/Inspection/Local Fund Audit Department, Vitta Bhawan, Jaipur.
8. The Financial Advisor/Chief Accounts Officer, RWSSMB/ PWD/Irrigation/PHED/IGNB/IGNP Bikaner/CAD(IGNP)/Sidhmukh Nohar Project/Hanumangarh/Bisalpur Project, Jaipur.
9. Admn.Reforms Department.
10. Guard File.


Sr.Accounts Officer






(मोहन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम विकास
पं.स. - बिकानेर, जिला - बिकानेर (राज.)

15. Time period for repair/replacement. The Engineer in charge soon after defect arises shall notify to the contracting agency and/ or his authorized representative on phone and in writing for rectification of the defect within the prescribed period which may be in hours/days depends on the gravity and severity of defect.
16. Consumable Articles. Consumable Articles like tube rods, CFL, Bulbs, HT fuses, Batteries, Gas filling will be replaced by the client department or user department at their own cost and arrangement.
17. Other items:
1. D.G. Set including fitting and fixtures.
 2. Lifts and Escalators.
 3. Air cooling/Air conditioning/Heating System.
 4. Fire fighting system.
 5. CCTV, EPABX
 6. Security system equipments.
 7. Electric Motors Pumps.

In additions to the above items the BDO may add more items as per the nature of work which seems to be covered under 2 year guarantee from the date of commissioning.

GENERAL

1. Inspection of works during Defect Liability Period:

The contracting agency shall undertake joint detailed inspection along with BDO/AEn, at least once in three months in case of all Road/Bridge/C.D. works. The BDO can reduce this frequency in case of emergency. The Contraction agency shall forward to the BDO the record of inspection and rectification within 15 days after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.

Once register has to be maintained by every AEn for recording the inspection details of works in his jurisdiction under defect liability period.

2. Conditions regarding Security Deposit

Security for DLP

The contracting agency shall have to furnish security deposit in the form of Bank Guarantee for DLP as per requirements of clause 37 (e) of Contract Agreement, valid from the date of completion, which shall be assigned by the BDO.


Forfeiture of SD

If case contraction agency fails to rectify the defects within stipulated period notified to him by the BDO concerned under contact agreement, the BDO shall serve a final notice for 15 days time from reckoned from the date of issue to rectify the defects. In case the contraction agency not responding to notice and fails in rectification of defects the BDO will get the defects removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under elistment rules etc. shall be taken against the contraction agency by the competent authority.

Force Majeure

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contraction agency.




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 श्रीम. वि. वि. अ. कारी


BLOCK DEVELOPMENT OFFICE JHADOL
G SCHEDULE

Name of Work: विभिन्न गलियों में सीढ़ी रोड एवं नाली निर्माण कार्य प्रारम्भ

Gram panchayat: डारामा Block: JHADOL

Scheme: MLALAD + TAD

Sr No	Description	Qty	Unit	total rate	total Amount
1	नींव खाई परनाला में 15 गहराई तक मिट्टी की खुदाई करना तल को कटना पानी डालना बगल को संवारना खुदी मिट्टी को बाहर निकालना नींव भरने के बाद खाली स्थानों को पुन मिट्टी से भरना तथा बची हुई मिट्टी को 50 मीटर की दूरी तक निस्तारण करना BSR 2024-25 Item no 127c	152.18	cum	158.32	24093.13
2	13.6 में 40 एम.एम. केशर ब्रोकेनपत्थर की गिट्टी के स्थान पर हाथ से टूटी हुयी रोडी के उपयोग करने पर वही मात्र देय होगी परन्तु दर में 30 प्रतिशत की कटौति की जावेगी BSR 2024-25 Item no 141b	93.04	cum	4306.33	400660.94
3	सीमेंट कंक्रीट सड़क की ऊपर की सतह पर कंट्रोल्ड कंक्रीट मिलाना डालना तथा निडिल तथा सतही कम्पन मशीन (वाइब्रेटर) चलाना तथा न खिसकने वाली सतह के लिये चाहे गए ग्रेड,केम्बर तथा सुपर एलिवेशन में तैयार करना ! (1:1.5:3) BSR 2024-25 Item no 142b	101.07	cum	5670.86	573153.82
					997907.89
					998000.00


(जी.ए. कुंज बडाला)
पंचायत समिति
झाड़ोल