

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

क्रमांक:-ग्राप 34/21/ पस/लेखा/निविदा/2026-27 / 2

दिनांक :- 7/5/26

(ई-प्रोक वेबसाइट पर अपलोड करने बाबत)

खुली ई-निविदा सूचना वर्ष 2026-27

सर्व साधारण को सूचित किया जाता है कि ग्राम पंचायत अटाटिया पंचायत समिति झाडोल जिला उदयपुर में श्रीमान् जिला कलक्टर एवं अध्यक्ष, मेनेजिंग कमेटी, डिस्ट्रिक्ट मिनरल फाउण्डेशन ट्रस्ट(DMFT), उदयपुर से प्राप्त वित्तीय स्वीकृति क्रमांक मुकाअ/उदय/डीएमएफटी/वि.स्वी./2025-26/1276 दिनांक 18.03.2026 के क्रम में निष्पादित कराए जाने वाले निर्माण कार्य के लिए वित्तीय वर्ष 2026-27 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 पंजीकृत/प्राधिकृत संवेदको से जो कि संबंधित कार्य का अनुभव रखते हो, से ई-प्रॉक्युरमेन्ट 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.	सीसी मय नाला निर्माण कार्य मैन रोड से अभयसिंह झालमसिंह के घर की ओर रिया सांखला	1472000	29440	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://eproc.rajasthan.gov.in> पर भी देखा जा सकता है। निविदा प्रपत्रों में निविदादाता के लिए योग्यता सूचना व दरों का विवरण, नियम, शर्तें एवं अन्य विवरण वर्णित है।

9/5
ग्राम विकास अधिकारी
पं.स.-झाडोल

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

6. प्रत्येक कार्य के लिए निविदा शुल्क व अमानत राशि **ग्राम पंचायत अटाटिया पंचायत समिति झाडोल** के नाम से देय व प्रोसेसिंग फीस जो कि **MD RISL Jaipur** के नाम देय होगा। निविदा शुल्क व अमानत राशि डिमाण्ड ड्राफ्ट/बैंकर्स चैक/नगद अथवा ऑनलाईन (ग्राम पंचायत के खाते में) के रूप में लिया जावेगा। प्रोसेसिंग फीस डिमाण्ड ड्राफ्ट अथवा बैंकर्स चैक के रूप में लिया जावेगा। निर्धारित समय तक निविदा शुल्क, प्रोसेसिंग शुल्क, अमानत राशि (उक्त तीनों की मूल डीडी/बैंकर्स चैक अथवा मूल रसीद), घोषणा पत्र एवं अन्य प्रपत्र कार्यालय में जमा नहीं कराने पर निविदा पर विचार नहीं किया जावेगा। ऑनलाईन जमा करवाई गई राशि का सत्यापन नहीं होने पर प्राप्त निविदा पर विचार नहीं किया जावेगा। असफल निविदादाताओं को अमानत राशि की डीडी/बीसी अथवा नगद राशि वापस लौटा दी जावेगी जबकि प्रोसेसिंग शुल्क एवं निविदा शुल्क की डीडी/बीसी अथवा नगद राशि नॉन रिफंडेबल होगी अर्थात् वापस नहीं लौटाई जावेगी। सफल निविदादाता को अपने खर्च पर एप्रीमेट की कार्यवाही करनी होगी एवं 10 प्रतिशत कार्य संपादन प्रतिभूति अथवा धरोहर राशि नगद, ई-ग्रास(ऑनलाईन), बैंक ड्राफ्ट, राष्ट्रीय बचत पत्र, बैंक गारंटी, फिक्स डिपोजिट अथवा इलेक्ट्रॉनिक बैंक गारंटी (e-BG) के रूप में जमा करवानी होगी जो संवेदक को Defect liability period सफलतापूर्वक समाप्त होने पर वापस लौटा दी जावेगी।
7. निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृति हेतु मान्य रहेगी। यदि निविदादाता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है, तो उसकी राशि जब्त कर ली जावेगी।
8. राज्य सरकार में किसी भी अभियांत्रिकी विभाग में किसी भी इंजीनियर अथवा इंजीनियरिंग या प्रशासनिक कार्य पर नियुक्त राजपत्रित अधिकारी राज्य सरकार की अनुमति के बिना सेवानिवृत्ति के 02 वर्ष तक संवेदक अथवा उसके कर्मचारी के रूप में कार्य नहीं कर सकेंगे। यदि संवेदक अथवा उसके कर्मचारियों में कोई ऐसा व्यक्ति जिसने राज्य सरकार की उक्त लिखित अनुमति निविदा जमा कराने से पहले अथवा संवेदक के यहां सेवायें लेने से पहले नहीं ली है तो अनुबन्ध रद्द किया जा सकेगा।
9. विभागीय समसंख्यक आदेशानुसार यदि कोई निविदादाता अनुमानित लागत से 15 प्रतिशत की दर से कम दर प्रस्तुत करता है तो निविदादाता को पूर्ण निविदा राशि से कम दर से प्रस्तुत दर के 50 प्रतिशत के बराबर राशि अतिरिक्त कार्य संपादन प्रतिभूति के रूप में जमा करवानी होगी। यह प्रतिभूति ई-ग्रास, डिमाण्ड ड्राफ्ट, बैंकर्स चैक, राजकीय प्रतिभूति या बैंक गारंटी के रूप में अनुबन्ध संपादन के पूर्व जमा करानी होगी व गुणवत्ता से संतोषप्रद कार्य पूर्ण होने के पश्चात वापिस लौटाई जावेगी। निविदा शर्तों का उल्लंघन पाये जाने पर कार्य संपादन प्रतिभूति राशि (धरोहर राशि) के साथ ही अतिरिक्त कार्य संपादन प्रतिभूति राशि भी जब्त कर ली जायेगी।
10. क्रय समिति किसी भी शर्त में शिथिलता देने के लिये सक्षम होगी। निविदा की स्वीकृति सक्षम प्राधिकारी में निहित होगी जो निम्नतम निविदा स्वीकार करने के लिए आबद्ध नहीं है।
11. किसी भी प्रकार के विवाद की स्थिति में न्याय क्षेत्र झाडोल होगा।
12. किसी भी निविदा को बिना कारण बताये अस्वीकृत करने/निरस्त करने का अधिकार क्रय समिति के पास सुरक्षित रहेगा।
13. राजस्थान सरकार के सामान्य वित्तीय एवं लेखा नियम, राजस्थान लोक निर्माण वित्तीय एवं लेखा नियम, पंचायतीराज नियम 1996, राजस्थान लोक उपापन में पारदर्शिता नियम 2013, डीएमएफटी नियमावली 2016, डीएमएफटी में निर्दिष्ट मानदण्डों एवं व्यवस्थाओं, ग्रामीण कार्य निर्देशिका-2010, पीडब्ल्यूडी वीएसआर(नवीनतम) तथा विभागीय परिपत्रों व समय-समय पर जारी समस्त दिशा-निर्देशों आदि की पूर्ण पालना करते हुए कार्य करवाया जावेगा।
14. डीएमएफटी से जारी संलग्न (तकनीकी निविदा प्रपत्र के साथ) वित्तीय स्वीकृति में दी गई समस्त शर्तों की पालना अनुसार ही कार्य करवाते हुए राशि जारी की जावेगी।
15. **ई-टेंडरिंग के लिये निविदादाता हेतु निर्देश :**
 - अ. इन निविदाओं में दिलचस्पी लेने वाले निविदादाता निविदा प्रपत्र को इन्टरनेट साइट <https://eproc.rajasthan.gov.in> से डाउनलोड (Download) कर सकते हैं।
 - ब. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट साइट <https://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑनलाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट, इनफोरमेशन टेक्नोलॉजी एक्ट-2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सीसीए (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाताओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है, उन्हें नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - स. निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपर्युक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साइन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव अकेले भौतिक फार्म में स्वीकार्य नहीं होगा।
 - द. ऑनलाईन निविदायें निर्धारित दिनांक एवं समय पर खोली जायेगी।
 - य. इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लें कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कौपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।
 - र. कोई भी टेंडर इलेक्ट्रॉनिकी जमा कराने में किसी कारण से विलंब हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
 - ल. निविदा प्रपत्रों में आवश्यक सभी ऑनलाईन सूचियों को संपूर्ण रूप से भरकर ऑनलाईन दर्ज करें।

ग्राम विकास अधिकारी
ग्राम पंचायत अटाटिया
पंचायत समिति, झाडोल
जिला उदयपुर

9/10
ग्राम विकास अधिकारी
ग्राम पंचायत
झाडोल, जिला-उदयपुर

9/10
प्रशासक
ग्राम पंचायत अटाटिया
पंचायत समिति, झाडोल
जिला उदयपुर

तकनीकी बिड

संवेदक के द्वारा समस्त पत्रों पर हस्ताक्षर कर वांछित दस्तावेज संलग्न कर पुनः अपलोड किया जावे
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 Committee of the Corporation of Greater Vancouver.

2. Site Visit

2.1 The Tendering Committee may require the bidder to visit the site and examine the drawings and specifications for the project. The bidder shall be responsible for arranging the site visit and for any costs incurred. The Tendering Committee may also require the bidder to provide a copy of the tender documents to the Tendering Committee for its review.

2.2 The Tendering Committee shall be responsible for the site visit and for any costs incurred. The Tendering Committee shall be responsible for the site visit and for any costs incurred.

3. Tender Documents

3.1 The Tender Documents for the purpose of tendering shall consist as stated below together with any additions and deletions to the tendering documents:

- 3.1.1 (i) Tendering Documents
- 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) Bidding Form of agreement

3.2 The Tender Documents shall be available to examine by all interested persons during the period specified in the Tender Documents. Failure to comply with the requirements of the Tender Documents shall be at the bidder's own risk.

3.3 The Tender Documents shall be available to examine by all interested persons during the period specified in the Tender Documents.

3.4 All amendments to the Tender Documents shall be made in writing and shall be available to examine by all interested persons during the period specified in the Tender Documents. Failure to comply with the requirements of the Tender Documents shall be at the bidder's own risk.

4. Formulation of Tender

4.1 The tender shall be prepared and submitted by the bidder through a tendering by the Corporation of Greater Vancouver. The tender shall be submitted in accordance with the following conditions:
4.1.1 The tender shall be submitted in a sealed envelope with the name of the bidder written on the envelope.
4.1.2 The tender shall be submitted in duplicate.

5. Form of Tender

5.1 The tender shall be prepared by the bidder in accordance with the form provided by the Corporation of Greater Vancouver. The tender shall be submitted in accordance with the following conditions:
5.1.1 The tender shall be prepared in accordance with the form provided by the Corporation of Greater Vancouver.
5.1.2 The tender shall be submitted in accordance with the form provided by the Corporation of Greater Vancouver.

[Handwritten signature and date]

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
पंचायत समिति, जहादोल, उदुपूर


(मोहन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम विकास अधिकारी
पंचायत समिति, जहादोल, उदुपूर (सि.ज.)


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.

gk

VDO
GP
PS Jhadol

gk
पं.स. जहादोल, जिला-उदुपुर् (राज.)

gk
(मोहन लाल पटेल)
ग्राम विकास अधिकारी
ग्राम पंचायत
पं.स.-जहादोल, जिला-उदुपुर् (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)
प्रधान विकास अधिकारी
पंचायत समिति, 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.

प्रशासक
ग्राम पंचायत

मोहन लाल खेकारि
ग्राम पंचायत
पंच-झाड़ोल, तिलकपुर (राज.)

- 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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 ग्राम विकास अधिकारी
 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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पं.सं. - १०७७
जिला - झारखण्ड

मोहम लाल पटेल
ग्राम विकास अधिकारी
ग्राम पंचायत
पं.सं. - झारखण्ड, 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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certificate to be granted by BDO shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed. (~~Delete whichever is not applicable~~) (Ten days will apply to works at the headquarters of BDO and thirty days for works at other place.)

Clause 7: Payment on Intermediate Certificate to be regarded as advance

No payments shall be made for works estimated to cost less than rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the BDO, whose certificate of such approval and passing of sum, so payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the BDO under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the BDO's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7A Time Limit for Payments of Final Bills

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work.. The contractor shall submit a memorandum of the disputed item along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8: Bills to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the BDO for all work executed in the previous month and the BDO shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry often days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the BDO may depute a subordinate to measure up the said work in the presence of the contractor, whose signature in the Measurement Book will be sufficient warrant and the BDO may prepare a bill from such measurement Book, which shall be binding on the Contractor in all respects.

Clause 8 A: Contractor to be given time to file objection to the Measurements recorded by the Department

Before taking any measurement of any work, as have been referred to in preceding Clauses 6,7 & 8 the BDO or a subordinate, deputed by him, shall give reasonable notice to the contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event, the measurements taken by the Engineer-in-charge or by the subordinates deputed by him as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same

Clause 8 B: Recovery of cost of preparation of Bill

In case of contractors of Class "A" & "AA" do not submit the bill within time fixed, the Engineer in charge may prepare the bill as per provision of Clause 8 of the conditions of Contract but deduction @ 0.50% of amount of such bills shall be made and credited to the General Revenue on account of preparation of bill..

Clause 9 : Bills to be on printed forms.

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the BDO and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 9 A : Payments of contractor's Bills to Banks

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the BDO (i) an authorization in the form of a legally valid document, such as a power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being, due to him, by Government, or his signature on the bill or other claim preferred against government before settlement by the Engineer-in-charge of the account or claim, by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-a-vis the Governor.

Clause 10 : Stores supplied by Government

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from BDO's store, or if, it is required that contractor shall use certain stores to be provided by the BDO specified in the schedule or memorandum hereto annexed the Contractor shall be bound to procure and shall be supplied such materials and stores as are

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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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- (IV) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the BDO shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the BDO, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.
- (V) Excepted in case of items relating to foundations, provisions contained in sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 12 A.
- (a) For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations: -
- (b) For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (c) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (d) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
- (e) For roads, all items of excavation and filing including treatment of sub base and soling work.
- (f) For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (g) For open storm water drains, all items of work except lining of drains.
- (h) Any other items of similar nature which BDO may decide relating to foundation.

The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit shall be determined in accordance with the provisions contained in clause 12A.

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value unless otherwise mutually agreed by the BDO and the Contractor. This limit shall not be applicable on items relating to foundation work, -which shall be executed as per original rates or provision of clause 12 (i) to (iv).

In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub clause (ii) of clause 12 and the BDO, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The BDO shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items failing under this Clause.

- All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding clause 12 and the BDO may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the BDO and the contractor.

Clause 13 : No compensation for alterations in or restriction of work to be carried out.

If, at any time after the commencement of the work, the Government shall, for any reason whatsoever, not require the whole work, thereof, as specified in the tender to be carried out, the BDO shall give notice, in writing of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation, by reason of alterations having been made in the original specifications, drawings and design and instruction, which shall involve any curtailment of the work, as originally contemplated.

Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, an all such cases the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the BDO shall be final.

Clause 14 : Action and compensation payable in case of bad work

If, it shall appear to the Chief Engineer or an authorized authority or the BDO or his subordinates in-charge of the work, or to the committee of retired officers appointed by the State government, for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the BDO, specifying the work/ materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified and provide other proper and suitable materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the BDO in his demand, as aforesaid, then the contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the cast of any such failure, the BDO may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

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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 an 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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श्रीमान् श्री. राजेश कुमार शर्मा
अधीक्षक (प्रशासन) - जयपुर
श्रीमान् श्री. राजेश कुमार शर्मा
अधीक्षक (प्रशासन) - जयपुर

Clause 23 : Standing committee for Settlement of Disputes

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for and been so decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings :-

- (i) Administrative Secretary concerned
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary and /or Chief Accounts Officer
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrance, (iv) Chief Engineer-cum-Addl. Secretary of the concerned department (v) Chief Engineer concerned (Member-Secretary)

The BDO, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One lac) from the contractor, shall refer the disputes to the committee, within a period of one month from the date of receipt of application.

Procedure and Application for referring cases for settlement by the Standing Committee shall be as given in Form RPWA 90.

Clause 23 A : Contractor to indemnify for infringement of Patent or design.

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceedings relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any article or part thereof, include in the contract, in the event of any claims made under or action brought against Government. In respect of any such matters as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise there from provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the BDO in this behalf.

Clause 24: Imported Store articles to be obtained from Government.

The contractor shall obtain from the stores of the BDO, all imported store articles, which may be required for the work or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission writing, from the BDO, to obtain such stores and articles from else-where. The value of such stores and articles, as may be supplied to the Contractor by the BDO, will be debited to the contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

Clause 25 : Lump-sums in estimates

When the estimate, on which a tender is made includes lump sums, in respect of parts of the work., the Contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the BDO, capable of measurement, the BDO may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the BDO shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.

Clause 26 : Action where no Specification

In case of any Class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the BDO.

Clause 27 : Definition of work

The expression 'work' or 'works' where used in conditions shall unless there be something either in subject or context repugnant to such construction be considered and taken to mean the works by or by virtue of the contract to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 27 A :

The term " BDO" means the Divisional Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Governor.

Clause 28 :

It cannot be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

Clause 29 : Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the BDO

The rates for several items of work estimated to cost more than Rs. 1000/- agreed within will be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the BDO may make payment on account of such items at such reduced rates as he may consider reasonable in preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29 A : Payments at part rates

The rates for several items of work may be paid at part rates" provisionally in running bills in proportion to the quantum of items executed at the discretion of BDO. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

Clause 30: Contractor's percentage, whether applied to net or gross amount of bills

The percentage referred to at page 2 of the tender will be deducted/added from/to the gross amount of bill before deducting the value of any stock issued.

Clause 31 : Contractor to adhere to labour laws/regulation

The contractor shall adhere to the requirements of the Workmen Compensation Act and labour legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen' Compensation Act, hereinafter called the said Act. If such compensation is paid by the State as principal employer under sub section (1) of section 12 of the said Act. On behalf of the contractor, it shall be recoverable by the State from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause 1 of the conditions of contract.

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मोना लाल पटेल
ग्राम विकास अधिकारी
प.त. राजौरा, राज.
पुर (राज.)

- (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 circles 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. Increases 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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CHIEF ENGINEER
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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_f - 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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Vs = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of Steel.

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

LSO = 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).

Lst = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the Government of India, Ministry of Industries).

Ps = Percentage of Steel components (excluding Steel supplied by the Department).

Clause 45 A: Price Variation in installation of elevators, supply/installation of central Air Conditioning and Central Evaporating cooling works.

In all cases of contracts for installation of elevators, supply /installation of Central Air Conditioning and Central Evaporating Cooling Works. The Price Quoted shall be based on the Indian Electric and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour costs as on the date of quotation /tender, and the same is deemed to be related to wholesale price index number for metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the price shall be subject to adjustment up or down in accordance with following formula: -

$$P = \frac{P_0}{100} \left\{ 15 + 55 \frac{MP}{MP_0} + 15 \frac{W_0(D)}{W_0} + 15 \frac{W_0(I)}{W_0} \right\}$$

Where

P= Price payable as adjusted in accordance with the above price variation formula.

P₀= Price quoted/confirmed.

MP₀ = Wholesale Price Index Number for metal products as published by the Office of the Economic Adviser, ministry of industry. Govt. of India in their weekly bulletin. Revised Index Number of Wholesale Prices (Base: 1981 -82 = 50) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

W₀= All India Average Consumer Price Index Number of industrial workers (Base: 1982 =50) as published by labour Bureau, Ministry of Labour, Govt. of India for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later. The above index number MP₀ and W₀ are those published by IEEMA as prevailing on the first working day of the calendar month FOUR month prior to date of tendering.

MP = Wholesale Price Index Number of Metal Products as published by the Office of Economic Adviser. Ministry of Industry of the Government of India in their weekly bulletin Revised Index Number of wholesale prices (Base: 1981 -82 =50).The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of deliver, and would be as published by IEEMA.

W₀(D) =All India Average Consumer Price Index Number of Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured materials and would be as published by IEEMA.

(I) =All India Average Consumer Price Index Number for Industrial workers (Base: 1982 = 50) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested. In the absence of such notification the date of completion is not intimated such completion shall be considered by the Engineer in-Charge which shall be final.

Note 1 = The wholesale Price Index Number for Metal products is published weekly by the office of the Economic Adviser but if there are any changes the same are incorporated in the issue appearing in the following week. For the purpose of this Price variation Clause, the final index figures shall apply.

Note 2 = The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.

Note 3 = The indices MP and W₀ are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence if required

General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The break-up of components of labour/materials (excluding materials to be supplied by the Department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been predetermined as below :-
3. Labour _____ 15.85 _____ Percent
4. Material _____ 50.24 _____ Percent
5. Diesel and Petrol _____ 3.00 _____ Percent
6. Cement _____ 11.41 _____ Percent
7. Steel _____ 19.50 _____ Percent
- Total _____ 100.00 _____ 100 Percent
- 3 While allowing price escalation the following shall be deducted from the value of work done®

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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 prorate 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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पंचायत, बल-उदयपुर

(मोहन लाल मटेले)
ग्राम विकास अधिकारी
ग्राम पंचायत
बल-उदयपुर (राज.)

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.

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Appeal against the decision of Labour Welfare Officers. Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of the order. The appeal shall be filed simultaneously with a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.

- 1. An appeal shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.
- 2. Inspection of Wage Books and Slips: The Contractor shall allow inspection of the wage books and wage slips and registers of work and deductions in any of his works or in his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorized by the State Government in his behalf.
- 3. Submission of Returns: The Contractor shall submit periodical returns as may be specified from time to time.
- 4. Amendments: The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretational effect of these regulations, the decision of the Labour Commissioner in the Government of Rajasthan or any other person authorized by the State Government in that behalf shall be final.

- 1. Willful disobedience or disobedience whether alone or in combination with another.
- 2. The threat of disobedience in connection with the contractor's business or property of the Rajasthan P.W.D.
- 3. Taking or giving bribes or any illegal gratification.
- 4. Habitual late attendance.
- 5. Drunkenness, fighting, row or disorderly or indecent behavior.
- 6. Habitual negligence.
- 7. Smoking near or around the area where combustible or other materials are stored.
- 8. Habitual intoxication.
- 9. Causing damages work in progress or to property of the Rajasthan P.W.D. or the contractor.
- 10. Sleeping on duty.
- 11. Absenteeism or leaving down work.
- 12. Giving of false information regarding name, age, and father's name.
- 13. Habitual loss of wage cards supplied by the employers.
- 14. Un-authorized use of employer's property or manufacturing or making of un-authorized articles at the work place.
- 15. Bad workmanship in construction and maintenance by skilled workers, which is not approved by the department and for which contractors are compelled to undertake re-estimation.
- 16. Making false complaints and/or misleading statement.
- 17. Engaging in trade within the premises of the establishment.
- 18. Any disobedience of business affairs of the employers.
- 19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- 20. Holding meetings inside the premises without previous sanction of the employer.
- 21. Threatening or intimidating any workman or employee during the working hours within the premises.

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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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 गांधी नगर विकास अधिकारी

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(Faint text regarding the Engineer's obligation to the State of Karnataka)

Signature of Engineer: _____

Progress Statement as per clause 7 of the Conditions of Contract:

Particulars of work	Quantity of work completed	Percentage of work completed	Amount of work completed

(Faint text below the table)

Dated: _____

Dated: _____

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

- 1. Clause 7 of the Conditions of Contract is to be filled in.
- 2. Clause 7 of the Conditions of Contract is to be filled in by the Chief Engineer or other duly authorized Engineer also.
- 3. The date of order to commence work is to be specified in the order to commence work, given to the contractor, specified in clause 7 of the Conditions of Contract.
- 4. The date of order to commence work is to be specified in clause (f) page 2 of the tender.
- 5. Clause 4 of the Conditions of Contract is to be filled in. The cost of the whole or portion of work completed in any month should be Rs. 4,000. If necessary, quantities may be specified to the extent of the discretion of the Chief Engineer.
- 6. The certificate of acceptance of the progress statement should be signed and dated both by 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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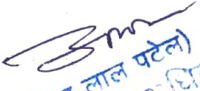
Copy forwarded for information and necessary action to the following:

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. - राजपुर, जिला - बांसवाड़ा (राज.)

1. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.

1. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.
2. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.
3. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.
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9. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.
10. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.
11. The contractor shall be responsible for the maintenance and repair of all electrical work installed under this contract.

In addition to the above, any defects identified by the user within 90 days of completion of the work shall be repaired by the contractor at no cost to the user.

Electrical Work:

1. The defect liability period for 2 years shall be from the date of the completion of the work included by the IED.
2. The defect shall be in case of non functioning of the following items:
Internal and External wiring, panels, cables, EI installation from distribution board to end use points, MCBs, RCDs, earthing systems, sockets, distribution panels, panel switchgear, panel instruments, MCBs, bus bars, cable trenching, lugs, connecting wires and any other items specified under the contract.
3. Repair and Replacement: The items covered under defect liability period shall be replaced and/or repaired as directed by the IED.

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Accepted
Date: 08/08/2024
Signature: [Signature]

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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BLOCK DEVELOPMENT OFFICE JHADOL
G SCHEDULE


Name of Work: सी0सी0 मय नाना निर्माण कार्य में न रोड से अग्रगणित इमानगसिंह के घर की और रिया साखल

Gram panchayat: अटाटिगा Block: JHADOL

Scheme: DMFT

Sr No	Description	Qty	Unit	total rate	total Amount
1	नीव खाई परनाला में 1.5 महराई तक मिट्टी की मुड़ाई करना . तल को कूटना . पानी मालना . बगल को रामरना . मुड़ी मिट्टी को गहर निकालना . नीव भरने के बाद खाड़ी रथानों को पुन मिट्टी से भरना तथा वही हुई मिट्टी को 50 मीटर की दूरी तक निस्तारण करना	72.93	cum	158.32	11545.27
BSR 2025-26 Item no 127c					
2	1.36 में 40 एम एम केशर बोरेनपत्थर की मिट्टी के स्थान पर हाथ से टूटी लूयी रोडी के उपयोग करने पर वही गच देय होगी परन्तु दर में 30 प्रतिशत की कटौति की जावेगी	33.67	cum	4306.33	144994.13
BSR 2025-26 Item no 141b					
3	सीमेन्ट कंक्रीट सड़क की ऊपर की सतह पर कंट्रोल कंक्रीट गोलाना डालना तथा निहित तथा सतही कम्पन मशीन (वाइब्रेटर) चलाना तथा न खिसकने वाली सतह के लिये . चाहे गेप रोड,केचवर तथा सुपर एलिवेशन में तैयार करना (1153)	33.64	cum	5670.86	190767.73
BSR 2025-26 Item no 142b					
4	सीमेन्ट कंक्रीट नीव या फर्श में 40 मिमी नानीय माप की पत्थर मिट्टी(crusher broken)/ईट मिट्टी . सीमेन्ट- रेत मसाला में 1 सिमेन्ट 4 रेत 8 मिट्टी अनुपात में डालना तथा कुटाई करना . तराई समेत ।	28.31	cum	4249.95	120316.08
5	50mm सीमेन्ट कंक्रीट 1 सीमेन्ट 2 बजरी : 4 पत्थर एगीगेट अनुपात में 12 मिमी नानीय माप की एगीगेट के साथ डालना,कूटना तथा तराई आदि सहित ।	232.56	sqm	415.09	96533.33
6	सीमेन्ट प्लास्टर दीवार पर 1:6 अनुपात में सीमेन्ट-बजरी मिलाकर जोड़ी को कुरेदने तथा 14 दिन तक नियमित तराई समेत।	1116.28	sqm	185.70	207293.20
7	नीव तथा कुसी में पत्थर की वे रदधा-ढोका सीमेन्ट-बजरी मसाले में, मय दगल की झिरी बन्द करना तथा तराई आदि सहित।	212.34	cum	3298.20	700339.79
सीमेन्ट बजरी 1:6					
					1471790.53

1472000.00
14.72


सहायक अनियन्ता
पंचायत समिति जहाडोल