

**APPENDIX XI (RPWA-100)**  
**(See Rule 322 & Note 1 below Rule 331)**

**GOVERNMENT OF RAJASTHAN**

**OFFICE OF THE EXECUTIVE ENGINEER PWD -----**

**NOTICE INVITING TENDERS FOR WORKS**

1. 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/Organizations equivalent to **AA** and **A** Class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under :-
  - (i) Contractors equivalent to AA Class of Rajasthan Works of which cost exceeds Rs. 1.5 crores
  - (ii) Contractors equivalent to A Class of Rajasthan Works of which cost exceeds Rs. 1.5 N crore 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) upto.....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 authorised 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 officer(s) ) 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 all the tender papers including Conditions of Contract are signed by the tenderer. 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 Engineer-in-charge 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, super scribed " Tender for " and addressed to the ..... (name of the officer). Earnest Money in cash or Bankers Cheque in the name of officer inviting tender or Demand Draft of Nationalised/Scheduled Banks should be deposited with the cashier or authorised 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 lac 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 1/2% 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. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest 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 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.
8. The acceptance of the tender will rest with the Competent Authority who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason.

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

Value of Tenders	Name of Office
(i) Tenders for which sanctioning authority is Executive Engineer/Superintending Engineer	Divisional Office
(ii) Tenders for which the sanctioning authority is Additional Chief Engineer/Chief Engineer	Circle Office
(iii) Tenders for which sanctioning authority is Board/State Government.	Additional Chief Engineer/ Chief Engineer Office

- 10 No refund of tender fees is claimable for tenders not accepted or forms returned or for tenders not submitted.

- 11 The tenders for works shall remain open for acceptance for the period as given below from the date of opening of Potential assessment bid/post-qualification bid/pre-qualification bid. where 2 envelopment system is followed, otherwise from the date of opening of financial bid:

1.	For tenders to be accepted by Executive Engineer	20 days
2.	For tenders to be accepted by Superintending Engineer	30 days
3.	For tenders to be accepted by Additional Chief Engineer	40 days
4.	For tenders to be accepted by Chief Engineer	50 days
5.	For tenders to be accepted by Administrative Department	60 days
6.	For tenders to be accepted by Finance Committee Board/Empowered Committee/Empowered Board etc.	70 days

**Note: Communication of acceptance of tender shall also be within the above limits.**

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

12. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed and dated, will be liable to rejection.
13. Enlisted Contractors, will be required to pay Earnest Money @ 1/2% of estimated cost of work put to tender, in case of work for which they are authorised to tender under Rules for enlistment of contractors, **but the amount to the extent of full Earnest money shall be liable to be forfeited in the event of circumstances explained in Clause 1 1 above.** Degree/Diploma holder Engineers may pay Earnest Money equal to one half of the normal rates, subject to the provisions of Rules for enlistment of Contractors.
14. The tender should be accompanied with Sales Tax Clearance Certificates from the concerned departmental authorities, without which the tenders may not be entertained.
15. The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.

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

**Signature of Engineer-in-charge**

**For and on behalf of the Governor of Rajasthan**

#### **APPENDIX XI (continued)**

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

1. 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 authorised Engineer.
2. 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 drawing 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 authorised Engineer during office hours.
3. In the event of 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, authorising 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.
4. 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.
5. 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.
6. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised 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.
7. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
8. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised Engineer.
9. 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 authorised Engineer before the tender form is issued.
10. 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 delist the contractor.

11. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers 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 authorised to communicate the same or use the information in any manner prejudicial to the safety, of the same."

12. 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.
13. 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 Engineer in charge, shall be communicated to the Engineer-in-charge.
14. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act. in force from time to time.
15. 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.
16. 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.
17. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of 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 provisions of the Act.
18. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
19. 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.
20. 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.
21. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the nature and magnitude.
22. The Chief Engineer or other duly authorised 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 Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.

23. The Contractor shall submit the list of the works, which are in hand (progress), in the

**following form:**

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

24. 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.
25. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this scope.
26. 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.
27. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.
28. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
29. (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 of tenders, action for debarring him from business shall be taken as per enlistment rules.
30. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

#### **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 I in all respect in accordance with such condition 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 but 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 into any mode of securities like bank guarantee, FDR etc. The earnest 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.

- (ii) However, a contractor may elect to deposit 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.
- (iii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.
- (e) 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. Should this tender 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, Bankers Cheque 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**

**Signature of Contractor**

**Witness's address & occupation**

**Address of Contractor**

Date

The above tender is hereby accepted by me on behalf of the Governor of Rajasthan.

Dated the.....

**Engineer-in-charge**

**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 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.]

All compensation of 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 Nationalised/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 Nationalised/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 any dispute between the Engineer-in-charge 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 Engineer-in-charge, 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 authority 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 Engineer-in-charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out 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 he 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 the 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	¼ th	½ th	¾th	Full
	(.....days)	(.....days)	(.....days)	(.....days)
B. Work to be completed in terms of money	1/8th	3/8th	3/4th	Full
	Rs.....	Rs.....	Rs.....	Rs.....
C. Compensation payable by the contractor for delay attributable to	Delay up to one fourth period of the prescribed time span - 2.5% of work remained unexecuted			
	Delay exceeding one fourth period but not exceeding half of the prescribed time span - 5% of the work remained unexecuted.			

contractor at the stage of :	Delay exceeding half of the prescribed but not exceeding three fourth of the time span. - 7.5% of the work remained unexecuted
	Delay exceeding three fourth of the prescribed time span-10% of the work remained unexecuted.

**Note :** 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 reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustrations is given:

(i) First time span is of 6 months, delay 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 days (attributable to government) + 5 days (attributable to contractor) Total delay is thus clubbed to 15 days (attributable to government and 15 days (attributable to contractor).

Total 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.]

**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.

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 Engineer-in-charge 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 Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this conditions, 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 Engineer-in-charge 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 right 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 Engineer-in-charge, 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 Engineer-in-charge (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 of the Court shall make an order that the company shall be wound up or if a 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 commit breach of the any terms & conditions of 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 Engineer-in-charge 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 Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract '[xxxx]' 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 the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge 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 expense 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 executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge 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 contract or on any other account, whatsoever, or from his Earnest Money. Security Deposit, '[xxxx]' 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 Engineer-in-charge. 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 Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, 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/Performance Guarantee/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 Engineer-in-charge 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 authorised Engineer (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorised 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 authorised Engineer may remove them at the Contractor's 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 authorised 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 or on any other grounds, he shall apply, in writing, to the Engineer-in-charge 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 authorised Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorise 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 Receipt Register 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 Engineer-in-charge. 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 Engineer-in-charge 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 Engineer-in-charge 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 realised by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge 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, Engineer-in-charge 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 Engineer-in-charge 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, the certificate to be granted by Engineer-in-charge 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 Engineer-in-charge 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 therefor, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge. whose certificate of such approval and passing of sum so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate 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 Engineer-in-charge 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 Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

**Clause 7 A : 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 items 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 Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge 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, authorised or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge 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 Engineer-in-charge may prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects.

**Clause 8A : 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 Engineer-in-charge 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 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 8B : Recovery of cost of preparation of the Bill**

In case of Contractors of Class "A" and "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 @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.]

**Clause 9 : Recovery of cost of preparation of the Bill**

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge 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 9A : 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 Engineer-in-charge (i) an authorisation 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-à-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 Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge 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, 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 Performance Guarantee and/or 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 Engineer-in-charge. 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 Officers Stores, 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, and 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 Engineer-in-charge 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, or non-supply thereof, all or any such materials and stores.

**Clause 10 A: Rejection of materials procured by the Contractor**

The Engineer-in-charge 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 Engineer-in-charge 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, Engineer-in-charge 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 10 C : 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, Orders etc.**

The Contractor shall execute the whole and even part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge 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 require, be entitled, at his own expense, to make or cause to be made copies of specifications 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 and shall form part of agreement.

**Clause 12**

The Engineer-in-Charge 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 Engineer-in-Charge. and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted 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 the 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 Engineer-in-Charge

shall be conclusive as to such proportion. The rates for such additional, 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 Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (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 Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, 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) Except 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,  
For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations
  - (a) 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
  - (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level,
  - (c) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level,
  - (d) For roads, all items of excavation and filling including treatment of sub base and soiling work
  - (e) For water supply lines, sewer lines under ground<sup>1</sup> storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work."  
For open storm water drains, all items of work except lining of drains.
  - (f) Any other items of similar nature which Engineer-in-Charge 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.

#### **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 Engineer-in-charge 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 Engineer-in-Charge, 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 Engineer-in-Charge 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 Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-charge 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 Engineer-in-charge 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 instructions, 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, in 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 Engineer-in-charge shall be final.

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

If, it shall appear to the Chief Engineer or any authorised authority or the Engineer-in-Charge or his subordinates in-charge of the work, or to the committee of retired officers/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 Engineer-in-Charge, 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, in whole or in part, as the case may be. remove the 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 Engineer-in-Charge 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 case of any such failure, the Engineer-in-Charge 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.

**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 Engineer-in-charge and his superior officers e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorised 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 Engineer-in-charge or his subordinate and any other authorised 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 himself.

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

The Contractor shall give not less than 7 days notice, in writing, to the Engineer-in-charge 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 placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-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, with 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 cultivated ground contiguous 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 Engineer-in-charge. may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge 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 proceeds of sale thereof, or of a sufficient portion thereof

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

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any. as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or 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. or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply; without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighing and 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 Engineer-in-charge at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee/ and or 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 to be sub-let. Contract may be rescinded and Security Deposit and Performance 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 Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall 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 any 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 Engineer-in-charge 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 carryout 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 the clause 19 hereof, and the same action may be taken, and the same consequences shall ensue, as provided in the said clause 19.

**Clause 22 : Works to be under direction of Engineer-in-charge**

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 Engineer-in-charge 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.

**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.
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
- (iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
- (v) Chief Engineer concerned (Member - Secretary)

The Engineer-in-charge, 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 lacs) from the Contractor, shall refer the disputes to the committee, within a period of three 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 23A : Contractor to indemnify for infringement of Patent or design.**

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay and royalties, which may be payable in respect of any article or part thereof, included 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 Engineer-in-charge in this behalf.

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

The Contractor shall obtain from the stores of the Engineer-in-charge 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, in writing, from the Engineer-in-charge 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 Engineer-in-charge, 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 invoked, 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 Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge 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 Engineer-in-charge

**Clause 27 : Definition of work**

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

**Clause 27 A : Definition of Engineer-in-charge**

The term "Engineer-in-charge" 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 can not 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 Engineer-in-charge**

The rates for several items of works, estimated to cost more than Rs. 1.000/- agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specification. In cases, where the items of work are

not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he considers reasonable, in the 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 works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. 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.**

The percentage referred to in the "Tender for works" will be deducted/ added from/to the gross amount of the 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's 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's Compensation Act. here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (I) 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 I of the Conditions of Contract.

Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act. Deductions of cess at source will be made as per provisions of the said Act, in force from time to time.

**Clause 32 : Withdrawal of work from the Contractor**

If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

**Clause 33 :**

The contract includes clearance, leveling and dressing of site within a distance of 15 meters of the building on all sides except where the building adjoins another building.

**Clause 34 : Protect works**

The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost.

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost

**Clause 35 : Contractor liable for settlement of claims caused by his delays**

If the progress of the work has fallen so much in arrears as to prevent other contractors on the work, from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to the extent considered reasonable by the Engineer-in-charge.

**Clause 36 A :**

The liability, if any on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor

**Clause 36 B :**

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work shall be paid by the Contractor, except where otherwise specifically indicated

**Clause 36 C : Payment of Sales Tax, and any other Taxes**

Royalty or other tax on materials, issued in the process of ful-filling contract payable to the (Government under rules in force will be paid by the contractor himself.

**Clause 36 D:**

In respect of goods and materials procured by the Contractor, for use in works under the contract, sales tax will be paid by the Contractor himself. But in respect of all such goods manufactured and supplied by the Contractor and works executed under the contract, the responsibility of payment of sales tax would be that of the Engineer-in-charge.

**Clause 37: Refund of Performance Guarantee and Security Deposit:**

The Performance Guarantee and/or Security Deposit will be refunded after the expiry of the period as prescribed below:-

- (a) Three years from the date of actual Completion of the following works:
  - i) New road/Bridge/CD works, Road widening, strengthening, Up-gradation
  - ii) Special repairs to roads
  - iii) Special repairs to Bridge/CD works
- (b) Three years from the date of actual completion fro renewal & repair to rads (excluding strengthening)/Bridges/CD works
- (c) Ordinary repairs : 3 months after completion of the work provided the final bill has been paid.

- (d) Original works/special repairs works : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.
- (e) In case of PWD original works/special repair works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.

**Clause 38: Fair Wage Clause:**

- (a) The Contractor shall pay not less than fair wages/minimum wages to laboures engaged by him on the works as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.  
Explanation : "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers, immediately or directly employed on the work, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-à-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

**Clause 39 : Contractor to engage technical staff**

The Contractor shall engage the technical staff, as follows, on the contract works.

- (a) For works costing Rs. 100 lac and above - One Graduate Engineer
- (b) For works costing between Rs. 50 lac to Rs. 100 lac - One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 lac and Rs. 50 lac - One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

**Clause 39 A :**

The Contractor shall comply with the provisions of the Apprenticeship Act. 1961. and the Rules and Orders issued, there under, from lime 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 safely code of the Department.

**Clause 41 : Near Relatives barred from tendering**

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit: and the work/remaining work may allot to any registered contractor on the same rates as per rules.

**Note :** By the term 'near relative' is meant wife, husband, parents and grand-parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

**Clause 42 : Retired Gazetted Officers barred for 2 years**

No Engineer of Gazetted rank or other Gazetted Offier, 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 employee 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 Engineer-in-charge, 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 or the Chief Engineer or duly authorised 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 lac (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/bitumen/diesel and petrol/cement/steel incorporated in the works (not being materials to be 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 as 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, then prices on the date of opening of tender shall be considered for price adjustment.

Increase or decrease in the cost of labour/material/diesel and petrol/cement/steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula:-

(A) **Labour**

$$V_{L=} = 0.75 \times \frac{PL}{100} \times R - \frac{(ILI - ILO)}{I_{L0}}$$

$V_L$  = 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.

$I_{L0}$  = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

$ILI$  = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

$P_L$  = Percentage of labour components.

Note: In case of revision of minimum wages by the Government 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).**

$$V_{M=} = 0.75 \times \frac{PM}{100} \times R - \frac{(LM1 - IMO)}{L_{M0}}$$

$V_M$  = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for 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.

$L_{M0}$  = 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).

$LM1$  = 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).

$PM$  = Percentage of material components (excluding materials supplied by the Department).

**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 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 days 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**

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

$V_f$  = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for fuel and lubricants.

$R$  = 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.

$F_0$  = 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.

$F_i$  = The average whole sale 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 components 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**

$$V_c = 0.75 \times \frac{P_c}{100} \times R \frac{(L_{ci} - L_{co})}{L_{co}}$$

V<sub>c</sub> = 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<sub>co</sub> = 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<sub>ci</sub> = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

P<sub>c</sub> = Percentage of cement components (excluding cement supplied by the Department).

(F) **Steel**

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

V<sub>s</sub> = 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.

L<sub>so</sub> = 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<sub>si</sub> = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

P<sub>s</sub> = Percentage of steel components (excluding steel supplied by the Department).

**Clause 45A : Price Variation in installation of elevators, supply/installation of Centrally 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 Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of 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 prices shall be subject to adjustment up or down in accordance with following formula.

$$P = \frac{P_o}{100} \left( 15 + 55 \frac{MP}{MP_o} \frac{W_o(D)}{W_o} + 15 \frac{W_o(I)}{W_o} + 15 \dots \right)$$

**Where :**

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

P<sub>o</sub> = Price quoted/confirmed.

MP<sub>o</sub> = Wholesale Price Index Number for metal product as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin. Revised Index Number of Wholesale Prices (Base : 1981 - 82=100) 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.

W<sub>o</sub> = All India Average Consumer Price Index Number for Industrial workers (Base : 1982=100), as published by Labour Bureau, Ministry of Labour, Government 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 MP<sub>o</sub> & W<sub>o</sub> are those published by IEEMA as prevailing on the first "working day of the calendar month FOUR months prior to the date of tendering.

MP = Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of wholesale prices (Base : 1981-82=100). 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 delivery and would be as published by IEEMA.

W<sub>o</sub>(D)=All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.

W<sub>o</sub>(I)=All India Average Consumer Price Index Number for Industrial workers (Base : 1982= 100) 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 & Wo 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)/bitumin/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The breakup 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 pre-determined as below:-
  - (a) Labour .....percent
  - (b) Material .....percent
  - (c) Bitumen .....percent
  - (d) Diesel and Petrol.....percent
  - (e) Cement .....percent
  - (f) Steel .....percentTotal .....100%

3. While allowing price escalation the following shall be deducted from the value of work done (R):

- (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 end of three months in which the work was awarded and the work done from the date of start to the end of this 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 recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills 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 within the stipulated time, or extension thereof, 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. 100 lac and completion period is more than '[6 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 6 months or less but actual period of execution exceeds beyond 6 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs.50 lacs.
  10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given 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 entertained.
  12. If the period of completion including extended period attributable to Government exceeds twelve 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 government is less than '[6 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 '[6 months] and amount of work '[Rs.50 lacs] for admissibility of price escalation are not fulfilled and subsequent 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 '[6 months].
  17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.
  18. Price variation clause shall be applicable in case of lump sum contracts estimated to more than Rs. 100 Crore with stipulated completion period of more than 18 months.

19. The component of operation and maintenance (O&M) cost included in the contract price shall not be submitted to price variations. The price may be adjusted by the use of prescribed formula (or formula) which breaks down the total price into components.
20. The amount of price variations in case of lump sum contracts will be made by adding or deducting, as the case may be from the payments made at the stage of work specified in the contract documents.

**Clause 46: Force Majeure**

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 invasion 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 vouchers, 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 is 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 it 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 Organisation, 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, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government, as per directions, of the Engineer-in-charge.

**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 Performance Guarantee and/or Security Deposit, Security Deposit at the time-of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, 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, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues. The department shall, further, have the right to effect such recoveries under Public Demands Recovery Act.

**Clause 51 : Jurisdiction of 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 by no other court, after completion of proceedings under Clause 23 of this Contract.

**Clause 52 : Road**

In continuation to pervious order dated 02-07-2010 the condition for additional performance security has modified by Empowered Board in meeting held on dated 27-08-2010 as follows:-

- 1- For the future cases rate analysis for specific project hall be worked out by S.E. PWD Circle concerned considering geographical conditions/ paramoters availability of material and manpower at site etc. This rate analysis is to be submitted in should envelope before opening financial bid.
- 2- After receiving a bid if the difference between lowest successful bidder rate/ amount and department project specific rate analysis in more than 10 % then the bid shall be considered unbalanced and amount equal to this difference amount shall be taken as additional performance security from the successful bidder.
- 3- In case of the teners floated before 02-07-2010 the project specific rate analysis may be prepared afresh as above by concerned SE and amont of additional performance gurantee be dcided accordingly. The other conditions of order dated 02-07-2010 will remain same

**Building:**

In continuation to previous order's of Chief Engineer and Additional Secretary no. F.5(15)(177)/sec II /2009/D-45 dated 16-09-2010 these order will be applicable for building works (Civil and Electrical) also with immediate effecttion BSR and non BSR rates.

**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

Name of Work	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of Progress

**Progress Statement referred to in Clause 2 of Conditions of Contract**

Name of Work	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of Progress

**Dated Signature of Engineer-in-charge**

**Dated signature of Contractor**

Notes :- For Filling in the Progress Statement Form

- Columns 2,3, and 4 must be initialled and dated by the Contractor
- Column 4 must be initialled and dated by the Chief Engineer or other duly authorised 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; thus if Rs. 24,000/- 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 of acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorised Engineer and the Contractor.

**ANNEXURE TO APPENDIX XI**

**RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS**

Short title : These regulations may be called "The Rajasthan Public Works Department Contractor's Labour Regulations."

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:-

- "Labour" means workers employed by a Rajasthan P.W.D Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf.
- "Fair Wage" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act., 1948.
- "Contractor" shall include every person whether sub- contractor or headman or Agent employing labour on the work taken on contract.
- "Wages" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.

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 inconspicuous 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, its 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.

**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.

**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 even workman employed on die contract shall be paid before the expiry of ten 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 open 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.

Note : The term "working day" means a day on which the labour is employed in progress.

**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.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) 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) Deductions for absence from duty 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 for 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.
- (i-a) 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.

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.

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.

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.

Report of Labour Welfare Officer : The Labour Welfare Officer or other person, authorized as 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 an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.

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 authorised, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously 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.

No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.

Inspection of Wage Books and Slips : The Contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.

14. Submission of Returns : The Contractor shall submit periodical returns, as may be specified from time to time.
15. Amendments: The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in that behalf, shall be final.

**SCHEDULE OF FAIR WAGE TO BE GIVEN BY EXECUTIVE ENGINEER  
LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED**

1. Willful insubordination or disobedience whether alone or in combination with another.
2. The fraud or dishonesty in connection with the contractor's business or property of the Rajasthan P.W.D.
  3. Taking or giving bribe or any illegal gratification.
  4. Habitual late attendance.
  5. Drunkenness, fighting, riot or disorderly or indecent behaviour.
  6. Habitual negligence.
  7. Smoking near or around the area where combustible or other materials is stacked.
  8. Habitual indiscipline.
9. Causing damage work in progress or to property of the Rajasthan P.W.D or the contractor.
  10. Sleeping on duty.
  11. Malingering or sowing down work.
  12. Giving of false information regarding name, age, father's name.
  13. Habitual loss of wage cards supplied by the employers.
14. Unauthorised use of employer's property or manufacturing or making of unauthorised 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 rectification.
  16. Making false complaint and or misleading statement.
  17. Engaging in trade within the premises of the establishment.
  18. Any delinquency of business affairs of the employers.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
  20. Holding meeting inside the premises without previous sanction of the employer
21. Threatening or intimidating any workman or employee during the working hours within the premises.

Schedule showing ( approximately) materials to be supplied from the Public Works Store for work contracted to be executed and the rates of which they are to be charged for

Particulars	Rates which the materials will be charged to the contractor	Place of Delivery	Rs.

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in- Charge on the issue of the form prior to the submission to the tender.

(Signature of Contractor)

(Signature of Engineer)

**Progress Statement referred to in Clause 3 of Conditions of Contract**

Name of Works	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of progress
1	2	3	4

The contractor has been informed that his tender has been accepted.

**Progress Statement referred to in Clause 3 of Conditions of Contract**

Name of Works	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of progress
1	2	3	4

**Date :**

**Engineer-in-charge**

**Date :**

**Contractor**

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

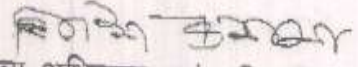
1. Columns 2,3 and 4 must be initialled and dated by the contractor.
2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor; specified in line 3. clause 2. page 3 of the "conditions of contract".
4. The date in column 3 must correspond to the period stated in clause (f) page 2. of the tender.
5. Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- 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.
6. 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 authorised Engineer and the contractor.

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर।  
क्रमांक :- एफ.28(जन/विविध/अनु-3/डी-1999) दिनांक - 8-12-09

### कार्यालय आदेश

सार्वजनिक निर्माण विभाग में प्राप्त हो रही निविदाओं की दरों का बाजार दरों के सदर में आंकलन हेतु पूर्व में जारी आदेश क्रमांक एफ.28 (जन/विविध)/अनु-3/डी 1981 दिनांक 01.12.2009 में आंशिक संशोधन करते हुये यह निर्णय लिया जाता है कि विभाग में प्राप्त होने वाली रूपये 150 लाख व अधिक राशि की निविदाओं के साथ संवेदकों को रेट एनेलिसिस प्रस्तुत करना अनिवार्य होगा। अतः उक्त निर्णय की अनुपालना हेतु आवश्यक निर्देश सभी कार्यों के निविदा प्रपत्रों की Special Conditions में सम्मिलित किये जायें।

यह आदेश तुरन्त प्रभाव से लागू होंगे।

  
मुख्य अभियन्ता एवं अति.सचिव  
सा.नि.वि.राजस्थान,जयपुर

क्रमांक :- एफ.28(जन/विविध/अनु-3/डी


दिनांक :-

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. निजी सचिव,माननीय मंत्री महोदय,सा.नि.वि.राज.जयपुर।
2. प्रमुख शासन सचिव, सा.नि.वि.राजस्थान,जयपुर।
3. शासन सचिव,सा.नि.वि.राजस्थान,जयपुर।
4. मुख्य अभियन्ता(भवन)/एन.एच./पी.एम.जी.एस.वाई/एस.एस. सा.नि.वि.राजस्थान,जयपुर।
5. वित्तीय सलाहकार/मुख्य लेखाधिकारी(एन.एच.) सा.नि.वि.राजस्थान,जयपुर।
6. अतिरिक्त मुख्य अभियन्ता(समस्त).....सा.नि.वि.राजस्थान,जयपुर।
7. अधीक्षण अभियन्ता,(समस्त)..... सा.नि.वि.राजस्थान,जयपुर।
8. अधिशार्थी अभियन्ता,(समस्त)..... सा.नि.वि.राजस्थान,जयपुर।

No 2978

Date: 9.12.09

  
मुख्य अभियन्ता एवं अति.सचिव  
सा.नि.वि.,राजस्थान,जयपुर

Copy to S.E. P.W.D. Circle Bawalwara/  
Chittorgarh/Dungargarh/Rajasthan/Prady. Jary

**Special Conditions of Contract regarding Defect Liability Period for Roads,  
Buildings Bridges & C.D. works costing more than Rs. 10.00 Lacs.**

**1. ROAD WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road / Bridge / C.D. works shall be five years. Road / Bridge /C.D. works executed by the Contracting agency shall be maintained by them at their own cost for five years (DLP) from the date of completion of work as per the clause in the Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the Contracting agency on account of maintenance of Road / Bridge /C.D. works and removal of defects during Defect Liability Period.
- 1.3 The word "Road/Bridge/C.D. works" means all new Road / Bridge / C.D. works Construction, winding, strengthening, up-gradation, renewal and special repairs of roads and special repairs of Bridge / C.D. works.
- 1.4 The word "Maintenance Road/Bridge/C.D. works during Defect Liability Period" means  
(i) Routine maintenance of Road/Bridge/C.D. works and  
(ii) To remove the defects as & when appear in part and entire structure of Road/Bridge/C.D. works, in specified time.
- 1.5 The contracting agency shall do the routine maintenance of Road/Bridge/C.D. works, including payment, road side and cross drains including cross drains to the required standards and keep the entire road surface and structure in Defect Free condition during the entire period of routine maintenance, which begins at completion of the construction work and ends after five years.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The routine maintenance activities and their periodicity:

S. No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of burns	Once in a year, generally after rains (In case areas having heavy rainfall, as & when required.)
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Maintenance of drains	Twice (In case of hill roads, as and when required).
5	Maintenance of culverts and causeway.	Twice (In case of hill roads, as and when required).
6	Maintenance of road signs.	Maintenance as and when required. Repainting once in every two years.
7	Maintenance of guardrails and parapet rails.	Maintenance as and when required. Repainting once in a year.
8	Maintenance of 200 m and kilometer stones.	Maintenance as and when required. Repainting once in a year.
9	White washing guard stones.	Twice in a year.
10	Re-fixing displaced guard stones.	Once in a year.
11	Cutting of branches trees, shrubs and training of grass and weeds etc.	Once, generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.)
12	White washing parapets of CD works.	Once in a year.

**SIGNATURE OF CONTRACTOR**

Executive Engineer

3

GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(G&T DIVISION)

No. F.2(4)FD/PWF&AR/99 Part-II

Jaipur, dated: 15-09-2009  
Circular No.: 43/2009

ORDER

The Governor has been pleased to order that the following amendments shall be made in Public Works Financial & Account's Rules:-

1. The existing Note 1 (d) of Rule 597 of PWF&AR Part-I shall be substituted as under :

"(d) Original works/special repairs works : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as decided by the concerned Administrative Department, whichever is later provided the final bill has been paid."

2. After the Note 1 (d) as above, a new item (e) shall be added as under :-

"(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period."

3. The existing Clause 37(d) of "Conditions of Contract" in Appendix XI of PWF&AR Part-II shall be substituted as under :-

"(d) Original works/special repairs works : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid."

4. After the Clause 37 (d) as above, a new item (e) shall be added as under :-

"(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period."

By Order,


  
(G.D. Jais)  
Officer on Special Duty

—2

2

**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 Jaisalmer/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

**Annexure-1****Special Conditions of Contract regarding Defect Liability Period for Roads, Buildings Bridges & C.D works costing more than Rs. 10.00 lacs****1. ROAD WORKS**

- 1.1 The Defect Liability Period (DLP) for all Road/Bridge/C.D. works shall be Five years. Road/Bridge/C.D. works executed by the Contracting agency shall be maintained by them at their own cost for five years (DLP) from the date of completion of work as per the clause in the Agreement and Special Condition of Contract.
- 1.2 No extra payment shall be made to the Contracting agency on account of maintenance of Road/Bridge/C.D. works and removal of defects during Defect Liability Period.
- 1.3 The word "Road/Bridge/C.D. Works" means all new Road / Bridge/ C.D. Works construction, widening, strengthening, up-gradation, renewal and special repairs of roads and special repairs of bridge/C.D. works.
- 1.4 The word "Maintenance of Road /Bridge/C.D. Works during Defect Liability Period" means
  - (i) Routine maintenance of Road/ Bridge & C.D. Works and
  - (ii) To remove the defects as & when appear in part and entire structure of Road/ Bridge & C.D. Works, in specified time.
- 1.5 The contracting agency shall do the routine maintenance of Road/Bridge & C.D. Works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect Free condition during the entire period of routine maintenance, which begins at completion of the construction work and ends after five years.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

*Om*

1.7. The routine maintenance activities and their periodicity :

SN	Name of Item/ Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	<u>Once</u> in a year, generally after rains (In case areas having heavy rainfall, as & when required).
2	Making up of shoulders.	<u>As and when</u> required.
3	Maintenance of Bituminous surface road and/ or gravel road/ WBM road including filling pot holes and patch repairs etc.	<u>As and when</u> required.
4	Maintenance of drains.	<u>Twice</u> (In case of hill roads, as and when required).
5	Maintenance of culverts and causeway	<u>Twice</u> (In case of hill roads, as and when required).
6	Maintenance of road signs.	Maintenance as and when required. Repainting <u>once in every two years.</u>
7	Maintenance of guardrails and parapet rails.	Maintenance as and when required. Repainting <u>once in a year.</u>
8	Maintenance of 200 m and Kilometer stones.	Maintenance as and when required. Repainting <u>once in a year.</u>
9	White washing guard stones.	<u>Twice</u> in a year.
10	Re- fixing displaced guard stones.	<u>Once</u> in a year.
11	Cutting of branches of trees, shrubs and trimming of grass and weeds etc.	<u>Once</u> , generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).
12	White washing parapets of CD works	<u>Once</u> in a year.

*Subnt*  
*see*

**2. BUILDING WORKS**

**Civil works: -**

- 2.1 Defect liability period for Civil works shall be 5 years reckoned from date of actual completion of the Building works. Generally, following defects are covered for 5 years D.L.P.
- 2.2 Surface cracks on R.C.C. work.
- 2.3 Cracks in masonry, walls, pillars, etc.
- 2.4 Dampness appeared on surface of wall, ceiling, floors, etc.
- 2.5 De-laminations and unevenness of surface.
- 2.6 Leakage, cracks in drainage system, dampness in sunk portions.
- 2.7 Defects in paint work, distempering, white-wash, etc. for example, unevenness in shade, peeling out, flakes on the surface, etc.
- 2.8 Cracks, settlement, unevenness, opening of joints in floorings.
- 2.9 Doors, Windows and Ventilators opening and closing are not smooth. Fittings & fixtures are not functioning smoothly.
- 2.10 Steel fabrication works not grinded properly and finished.
- 2.11 Leakage/chocking in pipelines, taps, valves, showers, wash basin, etc. Sanitary-ware fittings not functioning smoothly.
- 2.12 External services for storm water, sewerage, rain water harvesting system not functioning properly.

In addition to the above, any defects identified by the user and/or Engineer-in-charge shall be rectified by the contracting agency within notified period assigned by the Engineer-in-charge.

**Electrical Works:-**

- 2.13 The defect liability under DLP for 5 years shall be from the date of its completion of the work reckoned by the Engineer-in-charge.
- 2.14 The defects shall be in case of non-functioning of the following items:  
Internal and External wiring, panels, cables. LT installation from distribution board to end use points, MCBs, DBs, ELCBs, earthing, Switches, sockets, distribution panels, panel switchgears, panel instruments, panel MCBs, bus bars, cable trenching, Lugs, connecting wire and any other items specified under the contract.
- 2.15 Repair and Replacement – The items covered under defect liability period shall be replaced and/or repaired as directed by the Engineer-in-charge.
- 2.16 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 and depends on the gravity and severity of defect.
- 2.17 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.

2.18 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 engineer-in-charge may add more items as per the nature of work which seems to be covered under 5 year guarantee from the date of commissioning.

3. General

3.1 Inspection of works during Defect Liability Period:

3.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer- in- charge/ A.En., at least once in three months in case of all Road/Bridge/C.D.works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge 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.

3.1.2 One register has to be maintained by every A.EN for recording the inspection details of works in his jurisdiction under defect liability period.

3.2 Conditions regarding Security Deposit

3.2.1 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 Engineer-in-Charge.

3.2.2 Forfeiture of SD -

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

3.2.3 Force Majeure -

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

**Special Conditions of contract regarding Defect Liability Period for Building works.**

**Civil Works:-**

Defect liability period for Building structure and other Civil works shall be 3 years reckoned from date of actual completion of the Building works, and 2 years for the defects pertaining to Sanitary works, Electrical works, Joinery works & Painting works. Generally, following defects are covered for D.L.P.

1. Surface cracks on R.C.C. work.
2. Cracks in masonry, walls, pillars, etc.
3. Dampness appeared on surface of wall ceiling, floors, etc.
4. De-laminations and unevenness of surface.
5. Leakage, cracks in drainage system, dampness in sunk portions.
6. Defects in paint works, distemping, white-wash, etc. fro example, unevenness in shade, peeling out, flakes on the surface, etc.
7. Cracks, settlement, unevenness, opening of joints in floorings.
8. Doors, Windows and Ventilators opening and closing are not smooth. Fitting & fixtures are not functioning smoothly.
9. Steel fabrication works not grinded properly and finished.
10. Leakage/chocking in pipelines, taps, valves, showers, wash basin, etc. Sanitary-ware fitting not functioning smoothly.
11. External services for storm water, sewerage, rain water harvesting system not functioning properly.

In addition to the above, any defects identified by the user and/or Engineer-in-charge shall be rectified by the contracting agency within notified period assigned by the Engineer-in-charge.

**Electrical Works:-**

12. The defect liability under DLP for 2 years shall be from the date of its completion of the works reckoned by the Engineer-in-charge.
13. The defect shall be in case of non-functioning of the following items:  
**Internal and External wiring, panels, cables, LT installation from distribution board to end use points, MCBs/DBs, ELCBs, earthing, Switches, sockets, distribution panels, panel switchgears, panel instruments, MCBs, bus bars, cable trenching, Lugs, connecting wire and any other items specified under the contract.**
14. **Repair and Replacement** – The items covered under defect liability period shall be replaced and/or repaired as directed by the Engineer-in-charge.
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 engineer-in-charge 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 Engineer-in-charge/ AEn. at least once in three months in case of all Road/Bridge/C.D. works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contraction agency shall forward to the Engineer-in-charge 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 Engineer-in-charge.

### **Forfeiture of SD**

If case contraction agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contact agreement, the Engineer-in-charge 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 Engineer-in-charge 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.

21/07/2019

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Principal Secretary  
Labour, Employment & Technical Education (Training)  
मजदूर, रोजगार एवं तकनीकी शिक्षा (प्रशिक्षण) विभाग  
Government of Rajasthan, Jaipur  
पञ्जाब का  
21/7/19

Principal Secretary  
Labour, Employment & Technical Education (Training)  
मजदूर, रोजगार एवं तकनीकी शिक्षा (प्रशिक्षण) विभाग  
Government of Rajasthan, Jaipur  
पञ्जाब का  
21/7/19

D.O. Letter No. P. C. 21/19 dated 21/7/19  
Dated 21/7/19

My dear Arul Jis

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The Building and Other Construction Workers' (Regulation of Employment and Condition of Service) Act, 1996 was enacted to regulate the employment and condition of service of the workers who are engaged in building and other construction works and to provide for their safety, help and welfare measures. The said Act of 1996, inter alia, provides for constitutions welfare Boards to draft and implement welfare schemes for the workers on different subjects. It also provides registration of employers (Establishments and contractors) and beneficiaries (workers).

You might be knowing that there is an act, which has attracted special attention of Hon'ble Chief Minister, Chief Secretary and Principal Secretary, Finance, etc. We need not to mention in at the implementation of the Act is going to be discussed and reviewed at state level in the near future too.

With a view of augmenting the resources of the welfare Board constituted under the Act of 1996, a separate corresponding Act named "The Building and Other Construction Workers' Welfare Cess Act, 1996" was also enacted to provide for the levy and collection of cess on the cost of construction incurred by the employers. The cess Act, inter alia, provides furnishing of details by the employer to assessing officer, assessment of cess, penalty for non-payment of cess and recovery of amount due under the Act.

Section 3(1) of Cess Act provides for levy of Cess at the rate prescribed by the Central Government. The Ministry of Labour Govt. of India has issued Cess rate vide its notification dated 19.9.98. The Labour Department has appointed "Assessing Officers and Cess Collectors" by Notification dated 14.7.2009. The Cess Act also provides

- (i) Where the levy of cess pertains to construction work by a Public Sector Unit (PSU), such Govt. or PSU shall deduct or cause to be deducted the Cess payable from the bills payable to such employer.
- (ii) Where the approval of construction work by a local authority is required, every application for such a approval shall be accompanied

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by a DD for an amount of Cess payable on the estimated cost of construction.

(iii) In other cases, an employer may pay amount of Cess in advance on the estimated cost of construction with the notice of the commencement of work.

Thus, the collected Cess shall be transferred by the Govt. offices, PSUs, local authorities or cess collectors to the Board in prescribed revenue head within 30 days of its collection along with the challan.

I call your attention to inform you that a writ petition (civil) no. 318/2006 National campaign committee, CL Labour v. Union of India & ors. is subjudice before the Hon'ble Supreme Court regarding non-implementation of the said Acts in the States and the State Govt. has to submit its affidavit before the Hon'ble SC in terms of implementation of the said Acts in the State.

Hence, you're requested to extent your full cooperation for convening frequent meetings of the concern departments, PSDs, local authorities, builders and contractors related to building and other constructions works of your division to motivate and sensitize them regarding their responsibilities for registration of establishments and beneficiaries, deduction, collection and transfer of Cess to the Board in revenue heads, so that the proper implementation of the above Acts may be carried out and the respective progress to the Hon'ble SC may also be apprised accordingly. Your early and practical suggestions are welcomed.

With regards,

Yours sincerely,

*(Signature)*  
(Manohar Kant)

Shri. Atul Sharma, IAS,  
Divisional Commissioner,  
Ajmer (Raj.)





**PART (A) : (ROAD WORKS)**

**Status of equipments**

S. No.	Equipments required	Quantity (Nos)	Availability (Nos)	Likely date of procurement if not available	Remarks
1	Sieves set 90-5.6mm (Total 19 Sieves )	1 Set			
2	Brass sieves set 4.75-0.075mm	1 Set			
3	Pan Balanace 10 Kg capacity	1			
4	Sand Replacement app. For F.D.	1			
5	Core cutter for F.D. with Generator, Slicer complete set	1			
6	Atturburgs limit app For P.I.	1			
7	F.I. gauge	1			
8	Impact testing machine	1			
9	Rapid moisture meter	1			
10	Moisture containers	12			
11	Eletronic Balance	1			
12	Bitumen Extraction app.	1			
13	Thermometer	10			
14	Bitumen Ernulsion testing equipments	1 Set			
15	Concrete moulds with tamping rod 15x15x15 cm	12			
16	Mortar moulds with tamping rod 5x5x5 cm	24			
17	Compressive Testing machine 5 ton capacity	1			
18	Compressive Testing machine 100 ton capacity	1			
19	Enamelled trays	6			
20	Slump cone apparatus	1			
21	Core cutting machine	1			
22	Elongation test equipments	1			
23	Vicate app. For Cement test	1			
24	Field oven	1			
25	Bitumen testing equipments				
	(i) Penetration	1			
	(ii) Ductibility	1			
	(iii) Viscosity	1			
	(IV) Flash & Fire	1			
	(V) Softening test	1			
26	Proctor Mould & Rammer	2			
27	Berkel Man Beam	1			
28	S.P.T	1			
29	Rougho meter	1			
30	Enamelled Bowls	12			
31	C.B.R. Moulds	6			
32	Load frame for C.B.R.	1			

## PART (B) BUILDING WORKS

### Status of equipments

S No.	Equipments required	Quantity (Nos)	Availability (Nos)	Likely date of procurement if not available	Remarks
1	Concrete moulds with tamping rod 15x15x15 cm	12 No			
2	Mortar moulds with tamping rod 5x5x5 cm	16 No			
3	Compressive Testing machine 5 ton capacity	1 No			
4	Compressive Testing machine 100 ton capacity	1 No			
5	Sieve set 100-4.75mm	1 No Set			
6	Brass sieves set 4.75-0.075mm	1 No Set			
7	Electronic Balance 50 Gram Capacity	1 No			
8	Electronic Balance 5 Kg Capacity	1 No			
9	Slump Apparatus	1 No			
10	test trays	12 No			
11	Vicate app. For Cement test	1 No			
12	Moulds for 50 Sq cm area for cement	6 No			
13	Vibrating Machine for Cement test	1 No			

Working Platform / Curing tank status : .....

Enclosed : Photos - Nos : .....

Executive Engineer ..... Executive Engineer ..... Testing Officer .....  
 P.W.D.Dn ..... Engineer of Contractor ..... S.I. & Q.C. Dn, PWD ..... PWD Zone .....  
 (Name.....) (Name.....) (Name.....) (Name.....)

(Counter signed)

Superintending Engineer  
 PWD Circle .....

# OFFICE OF THE CHIEF ENGINEER, P.W.D., RAJASTHAN, JAIPUR.

No.: CE&AS/TA-I/EE(D&T)/2016-17/D-125


Dated: 08.08.2016

## Circular

Circular no. मु.अ./अ.अ.(भवन)/डी-577 दिनांक 20.07.2012 and मु.अ./अ.अ.(भवन)/डी-1488 दिनांक 21.01.2013 issued earlier vide this office regarding use of steel for PWD works are hereby withdrawn.

As per specification for Road and Bridge works of MoRTH fifth revision April 2013, Clause 1009.3.1 (Reinforcing Bars) for PWD works *all steel shall be procured from 'Original Producers' who manufacture billets directly from iron ores and roll the billets to produce steel conforming to IS:1786. No rerolled steel shall be incorporated in the works. However, in case the original producers give certificate that they are unable to supply the steel within the required time period or that they are not producing bars of the required diameter, the Engineer may allow the procurement of steel from other suppliers, provided that the reinforcement is manufactured from billets procured from the original producers. In such cases, the manufacturer's certificate alone shall not be considered as sufficient and the steel shall be got tested by the Engineer in the NABL accredited laboratories only, as a third party check. It shall be ensured that all the test results conform to IS:1786 requirements. Only new steel shall be delivered to the site. Every bar shall be inspected before assembling on the work and defective, brittle or burnt bars shall be discarded. Bars with cracked ends shall be discarded.*

The definition of original producer as mentioned in clause 1009.3.1 of fifth revision of MoRTH shall be provided in all future contracts and concession agreements. This shall be applicable for all building & road works executed by Public Works Department of Rajasthan.

  
(Shiv Lahri Sharma)


Chief Engineer & Addl. Secretary,  
PWD, Rajasthan Jaipur.

No.: CE&AS/TA-I/EE(D&T)/2016-17/D-125

Dated: 08.08.2016

Copy to following for information and necessary action please:-

1. P. S. to Hon'ble Minister, PWD, Govt. of Rajasthan, Jaipur.
2. P. S. to Addl. Chief Secretary to Govt. PWD, Rajasthan, Jaipur.
3. P. S. to Secretary to Govt. PWD Rajasthan, Jaipur.
4. Chief Engineer cum Addl. Secy. PWD Rajasthan. Jaipur.
5. Chief Engineer NH/Road/ Building/SS/PMGSY/QC PWD Raj. Jaipur
6. MD, RSRDCC Ltd. Jhalana Doongri, Jaipur
7. Financial Advisor, PWD, Rajasthan, Jaipur.
8. Addl. Chief Engineer, PWD, Zone ..... All.
9. Suprintending Engineer, PWD, Circle ..... All.
10. Executive Engineer, PWD, Division ..... All..

  
Supdt. Engineer cum TA-I  
PWD, Rajasthan Jaipur.

# कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान जयपुर

क्रमांक एसई (आर) / ईई जीजीपी II / जीएलपी / 20 21 / जी 136 दिनांक 30/12/20


## कार्यालय आदेश

विभाग के आदेश क्रमांक CE(Bldg.)DIP.(Bldg.Works)/D-268 दिनांक 07.10.2009 एवं क्रमांक SE(SS)/DIP/2011-12/D-624 दिनांक 12.10.2012 को अधिकमण (Supersede) करते हुए राज्य योजनाओं में लागत राशि ₹0 10.00 लाख से अधिक के कार्यों की दोष निवारण की अवधि निम्नानुसार निर्धारित की जाती है:-

क्र. स.	कार्य का प्रकार	दोष निवारण अवधि
1	सडक नवीनीकरण एवं विशेष मरम्मत कार्य	5 वर्ष
2	नवीन सडक/भवन/पुल/सीडी कार्य	5 वर्ष
3	सडक चौड़ाईकरण, सुदृढीकरण एवं उन्नयन कार्य	5 वर्ष

यह आदेश जारी करने की दिनांक से प्रभावी है तथा प्रगतिरत एवं आगामी समस्त निविदाओं में शामिल किया जाना है।


उक्त आदेश वित्त (जीएण्डटी) विभाग आईडी संख्या 102005419 दिनांक 7.12.2020 द्वारा दी गयी टिप्पणी अनुसार प्रशासनिक विभाग की आईडी संख्या सीएमओ/एफ 20004363 दिनांक 22.12.2020 द्वारा अनुमोदित है।

  
30/12/2020  
(संजीव माथुर)

मुख्य अभियन्ता एवं अति० सचिव  
सा०नि०वि, राज० जयपुर

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. श्रीमान प्रमुख शासन सचिव, माननीय मुख्यमंत्री कार्यालय, राजस्थान जयपुर।
2. निजी सचिव, श्रीमान प्रमुख शासन सचिव, सा.नि.वि., राजस्थान जयपुर।
3. निजी सचिव, श्रीमान शासन सचिव, सा.नि.वि., राजस्थान जयपुर।
4. मुख्य अभियंता, पीएमजीएसवाई/एन०एच०/भवन/गुण नियंत्रण, सा.नि.वि. राजस्थान जयपुर।
5. अतिरिक्त मुख्य अभियंता, सा.नि.वि. संभाग:- .....(समस्त)।
6. अधीक्षण अभियंता, सा.नि.वि. वृत्त:- .....(समस्त)।
7. अधिशाषी अभियन्ता, सा.नि.वि. खण्ड:- .....(समस्त)।

  
30/12/2020  
(संजीव माथुर)

मुख्य अभियन्ता एवं अति० सचिव  
सा०नि०वि, राज० जयपुर

कार्यालय मुख्य अभियन्ता सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक- D-532

दिनांक- 27/4/22

परिपत्र

विषय:-सीमेन्ट कंक्रीट कार्यों में क्योरिंग कम्पाउण्ड का उपयोग सुनिश्चित करने के क्रम में।

राज्य में शुष्क जलवायु एवं जल की सीमित उपलब्धता के मध्यनजर सीमेन्ट कंक्रीट/ रेनफोर्सड सीमेन्ट कंक्रीट आदि कार्यों में क्योरिंग कम्पाउण्ड की उपयोगिता को देखते हुए इन कार्यों के दर विश्लेषण व आईटम के Nomenclature में क्योरिंग कम्पाउण्ड को शामिल किया गया है।

महालेखाकार कार्यालय द्वारा इस बाबत जानकारी में लाये अनुसार निर्देशित किया जाता है कि जिन निर्माण कार्यों के सीमेन्ट कंक्रीट के आईटम में क्योरिंग कम्पाउण्ड का उपयोग किया जाना है, उन सभी आईटमों का संवेदक को भुगतान करने से पूर्व मापदण्डों (Specification) के अनुसार कय की गयी मात्रा के खरीद बिल (Purchase bill) साक्ष्य स्वरूप रिकॉर्ड में दर्ज कर कार्यालय में संधारित किये जावे।

क्योरिंग कम्पाउण्ड का उपयोग न करने अथवा संवेदक द्वारा बिल उपलब्ध न कराने की स्थिति में क्योरिंग कम्पाउण्ड के समकक्ष राशि का भुगतान नहीं किया जावे। इस एवज में कार्य की गुणवत्ता (QC Results) एवं मजबूती में किसी प्रकार की शिथिलता देय नहीं होगी।

27/4/22  
(संजीव माथुर)

मुख्य अभियन्ता एवं अतिरिक्त सचिव  
सा.नि.वि., राजस्थान, जयपुर

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. निजी सचिव, श्रीमान प्रमुख सचिव सा.नि.वि. जयपुर
2. निजी सचिव, श्रीमान शासन सचिव सा.नि.वि. जयपुर
3. मुख्य अभियन्ता सा.नि.वि. भवन/पथ/गुणनियंत्रण/एनएच/पीएमजीएसवाई।
4. अतिरिक्त मुख्य अभियन्ता सा.नि.वि. संभाग समस्त।
5. अधीक्षण अभियन्ता सा.नि.वि. वृत्त समस्त।
6. अधिशाषी अभियन्ता सा.नि.वि. खण्ड समस्त।

क्रमांक- 183.

दिनांक 04/5/22

27/4/22  
(संजीव माथुर)

मुख्य अभियन्ता एवं अतिरिक्त सचिव  
सा.नि.वि., राजस्थान, जयपुर

SHOT ON REDMI Y3  
AI DUAL CAMERA

04/05/22

# कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक: मु.अ./अनु. ग्यारह/आरटीपीपी/डी- 119

दिनांक 29.03.2023

## परिपत्र

विषय:- संवेदको द्वारा उपापन प्रक्रिया या उपापन संविदा (Procurement Contracts) के अनुरूप कार्य संपादित नहीं करने की स्थिति में उपापन संस्था द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के अन्तर्गत कार्यवाही करने के संबंध में दिशा निर्देश।

संवेदकों द्वारा सम्पादित किये जाने वाले उन कार्यों में जिनमें संवेदक उपापन प्रक्रिया का उल्लंघन करते हैं अथवा उपापन संविदा के अनुरूप कार्यों को सम्पादित नहीं करते हैं, यथा संवेदक को आवंटित कार्य को उन्हें दिये गये कार्यादेश के अनुसार समय पर निष्पादित नहीं करना अथवा कार्यादेश के अनुसार गुणवत्ता पूर्ण कार्य नहीं करना आदि प्रकरणों में उपापन संस्था द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के विभिन्न प्रावधानों के तहत ऐसे संवेदकों के विरुद्ध कार्यवाही विशेषतः धारा-46 के अन्तर्गत बोली लगाने से विवर्जन (Debarment for bidding) करना, नियम-42 के तहत बोली प्रतिभूति जब्त (Forfeiture of Bid security) किये जाने इत्यादि महत्वपूर्ण प्रावधान हैं।

राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के विभिन्न प्रावधानों विशेषतः नियम-11 में यह स्पष्ट किया गया है कि उपापन संस्था के पास विषयवस्तु के उपापन हेतु आवश्यक है कि उपापन हेतु उनके पास आवश्यक वित्तीय शक्तियां प्रत्यायोजित हों। प्रत्यायोजित शक्तियों का विवरण PWF&AR-II के परिशिष्ट-13 में S.O.P. Items में प्रत्येक अधिकारी हेतु स्पष्ट रूप से उल्लेखित है। अर्थात् बोली स्वीकृतकर्ता प्राधिकारी ही उस उपापन के लिए उपापन संस्था है।

तदनुसार, PWF&AR-II के परिशिष्ट-13 में S.O.P. में दी गयी प्रत्येक अधिकारी हेतु प्रत्यायोजित शक्तियों के अनुसार प्रत्येक स्तर पर कार्यालय में पद स्थापित लेखा सेवा के वरिष्ठतम अधिकारी यथा वित्तीय सलाहकार/मुख्य लेखाधिकारी/वरिष्ठ लेखाधिकारी/लेखाधिकारी/सहायक लेखाधिकारी/खण्डीय लेखाकार से परीक्षण उपरान्त सार्वजनिक निर्माण विभाग में निम्नानुसार उपापन संस्था के रूप में संवेदकों के विरुद्ध कार्यवाही विशेषतः धारा-46 के अन्तर्गत बोली लगाने से विवर्जन (Debarment for bidding) करना, नियम-42 के तहत बोली प्रतिभूति जब्त (Forfeiture of Bid security) किये जाने इत्यादि समस्त प्रकार की कार्यवाही करने की व्यवस्था तत्काल प्रभाव से लागू की जाती है:-

क्र. सं.	उपापन संस्था का नाम	बोली अनुमोदन हेतु प्रत्यायोजित शक्तियां
1.	अधिशाषी अभियन्ता	75 लाख
2.	अधीक्षण अभियन्ता	3 करोड़
3.	अतिरिक्त मुख्य अभियन्ता	7.5 करोड़
4.	मुख्य अभियन्ता	15 करोड़
5.	सक्षम बोर्ड	15 करोड़ से अधिक

उक्त तालिका को प्रत्येक बोली दस्तावेज में आवश्यक रूप से प्रकाशित किया जावे ताकि उपापन संस्था एवं अपीलीय अधिकारी के संबंध में संवेदकों को किसी प्रकार का संशय ना रहें।

इस संबंध में यह भी स्पष्ट किया जाता है कि उपापन संस्था के रूप में सभी श्रेणीयों यथा सिविल कार्यों हेतु संवेदकों की श्रेणी AA, A, B, C, D के संवेदकों, इलेक्ट्रिकल, फर्नीचर एवं जोइनरी वर्कर्स, सेनेटरी, पैन्टिंग, लिफ्ट इत्यादि समस्त प्रकार के पंजीकृत संवेदकों के विरुद्ध उक्त कार्यवाहियां करने हेतु पंजीयन प्राधिकारी की स्वीकृति आवश्यक नहीं है। किंतु उपापन संस्था के तौर पर की गयी समस्त कार्यवाहियों की सूचना से पंजीयन अधिकारी को आवश्यक तौर पर अवगत कराया जायेगा।

प्रायः यह देखा गया है कि संवेदक द्वारा कार्य समय पर पूर्ण नहीं करने अथवा आवश्यक प्रोरेटा प्रोग्रेस के अनुरूप कार्य सम्पादन नहीं करने पर खण्ड कार्यालय द्वारा एक से अधिक नोटिस जारी किये जाते हैं, उसके पश्चात् भी राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के नियम-42 (11)(ग) अनुरूप बोली प्रतिभूति जब्त करने की कार्यवाही प्रारंभ न करने संवेदक के रजिस्ट्रेशन प्राधिकारी को प्रकरण प्रेषित कर दिया जाता है, जिससे संवेदकों के विरुद्ध वांछित कार्यवाही में अनावश्यक विलम्ब होता है। और राज्य सरकार के कार्यों के पूर्ण होने में देरी होती है।

अतः निर्माण कार्यों हेतु संवेदकों को जारी कार्यादेश में अंकित समयावधि, गुणवत्ता व अन्य अपेक्षाओं के उल्लंघन होने पर खण्ड कार्यालय निम्नांकित समयावधि में कार्यवाही करना सुनिश्चित करेंगे:-

क्रम. स.	कार्यालय का नाम	यदि स्वयं उपापन संस्था नहीं है तो प्रकरण में कार्यवाही करने/उपापन संस्था को अग्रेषित करने हेतु नियत समयावधि	यदि स्वयं उपापन संस्था है तो कार्यवाही करने हेतु नियत समयावधि
1.	खण्ड कार्यालय	अनुबंध की धारा 3(1) के तहत 7 दिवस का नोटिस संवेदक की ई-मेल आई डी पर प्रेषित करें, तत्पश्चात् भी कार्य की गति में प्रगति न होने पर नोटिस जारी करने के 15 दिवस पश्चात् प्रकरण वृत्त कार्यालय को राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 की नियम-42 (11) ग के तहत प्रतिभूति राशि जब्त हेतु उपापन संस्था को प्रेषित करें।	नोटिस जारी करने के 20 दिन के भीतर
2.	वृत्त कार्यालय	खण्ड कार्यालय से प्राप्त प्रकरण की उपापन संस्था वृत्त कार्यालय नहीं हो तो 5 कार्य दिवस के भीतर संभाग कार्यालय को प्रेषित करें।	प्रकरण प्राप्त होने की दिनांक से 5 कार्य दिवस के भीतर
3.	संभाग कार्यालय	खण्ड कार्यालय से प्राप्त प्रकरण की उपापन संस्था संभाग कार्यालय नहीं हो तो 5 कार्य दिवस के भीतर मुख्य अभियन्ता कार्यालय को प्रेषित करें।	प्रकरण प्राप्त होने की दिनांक से 5 कार्य दिवस के भीतर
4.	मुख्य अभियन्ता कार्यालय	संभाग कार्यालय से प्रकरण प्राप्त होने की दशा में संवेदक को 15 दिवस का नोटिस प्रेषित किया जावे इसके पश्चात् भी कार्य की गति में प्रगति नहीं हो तो प्रकरण में राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 की नियम-42 (11)ग की कार्यवाही कर धारा-46(4) के तहत अधिकतम 3 वर्ष के लिए डिबारमेंट की कार्यवाही प्रारंभ करें।	मुख्य अभियन्ता कार्यालय में प्रकरण प्राप्त होने की दिनांक से 30 दिवस के भीतर
5.	उपापन संस्था	उपापन संस्था द्वारा अनुबंध की धारा-3 के तहत दिये गये नोटिस की प्रगति नहीं होने पर संवेदक को राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 की नियम-42 (11)ग के तहत 15 दिवस का नोटिस जारी करने की कार्यवाही कर धारा-46 (4) के तहत अधिकतम 3 वर्ष की अवधि के लिए डिबारमेंट की कार्यवाही प्रारंभ की जावे।	SPP पोर्टल पर की गई कार्यवाही को अपलोड किया जाना सुनिश्चित किया जावेगा।

विभाग के समस्त अधिकारियों को निर्देशित किया जाता है कि प्रत्यायोजित शक्तियों का विवरण PWF&AR-II के परिशिष्ट-13 में S.O.P. Items में प्रत्येक अधिकारी को बोली स्वीकृत करने हेतु प्रत्यायोजित शक्तियों के अनुरूप/प्रत्यायोजित शक्तियों की वित्तीय सीमा तक उपापन संस्था के तौर पर प्रत्येक स्तर पर कार्यालय में पद स्थापित लेखा सेवा के वरिष्ठतम अधिकारी यथा वित्तीय सलाहकार/मुख्य लेखाधिकारी/वरिष्ठ लेखाधिकारी/लेखाधिकारी/सहायक लेखाधिकारी/खण्डीय लेखाकार से परीक्षण उपरान्त राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के अन्तर्गत अपेक्षित समस्त कार्यवाहियाँ संपादित किया जाना सुनिश्चित करें।

यहाँ यह स्पष्ट किया जाना समाचीन होगा कि जिस उपापन संस्था द्वारा संवेदक को विवर्जित (Debar) किया जाता है, वह संवेदक उस उपापन संस्था के क्षेत्राधिकार हेतु ही विवर्जित रहेगा। उदाहरणार्थ, अधीक्षण अभियन्ता, जैसलमेर यदि किसी संवेदक को विवर्जित करता है तो वह संवेदक केवल जैसलमेर वृत्त कार्यालय के क्षेत्राधिकार में जारी होने वाली बोलियों में ही भाग नहीं ले सकेगा किन्तु विभाग के अन्य वृत्त कार्यालयों, खण्ड कार्यालयों, संभाग कार्यालयों आदि द्वारा जारी बोलियों में भाग ले सकेगा।


राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 की धारा 46 के अनुसार बोली लगाने वाला राज्य सरकार द्वारा विवर्जित किया जायेगा, यदि वह:-

(क) भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का केन्द्रीय अधिनियम संख्यांक 49) के अधीन; या

(ख) भारतीय दण्ड संहिता, 1860 (1860 का केन्द्रीय अधिनियम सं. 45) या तत्समय प्रवृत्त किसी भी अन्य विधि के अधीन, लोक उपापन संविदा के निष्पादन के भाग के रूप में जीवन या सम्पत्ति की हानि कारित करने या लोक स्वास्थ्य की आशंका कारित करने के, किसी अपराध के लिए दोषसिद्ध किया गया है।

उक्त प्रकार के प्रकरण राज्य सरकार को प्रस्तुत करने हेतु प्रेषित किये जावें तथा अन्य मामलों में जिन में अधिनस्थ कार्यालयाध्यक्ष वित्तीय शक्तियों के प्रत्यायोजन के अनुरूप उपापन संस्था नहीं है, ऐसे प्रकरण तत्परता पूर्वक नियत समयावधि में संबंधित उपापन संस्था को संवदेक के विवर्जन (Debar), बोली प्रतिभूति जब्त करने इत्यादि कार्यवाही हेतु प्रेषित किए जावें।

यह निर्देश प्रशासनिक विभाग से अनुमोदन उपरान्त जारी किये जाते हैं।

  
(सजीव माथुर)

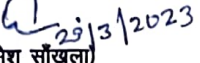
मुख्य अभियन्ता एवं अति. सचिव  
सा.नि.वि. राज. जयपुर

क्रमांक: मु.अ./अनु. ग्यारह/आरटीपीपी/डी- 119

दिनांक: 29.03.2023

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु:-

1. निजी सचिव, अतिरिक्त मुख्य सचिव, वित्त विभाग, राजस्थान, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सा.नि.वि. राजस्थान, जयपुर।
3. निजी सचिव, शासन सचिव, सा.नि.वि. राजस्थान, जयपुर।
4. मुख्य अभियन्ता एवं अतिरिक्त सचिव, सा.नि.वि. राजस्थान, जयपुर।
5. मुख्य अभियन्ता-भवन, गुण नियंत्रण, एनएच, पीएमजीएसवाई, विद्युत, सा.नि.वि. राजस्थान, जयपुर।
6. वित्तीय सलाहकार, वित्तीय सलाहकार (पीपीपी), सा.नि.वि., राजस्थान, जयपुर।
7. अतिरिक्त मुख्य अभियन्ता, सा.नि.वि. संभाग..... (समस्त)
8. अधीक्षण अभियन्ता, सा.नि.वि. वृत्त ..... (समस्त)
9. अधिशाषी अभियन्ता, सा.नि.वि. खण्ड ..... (समस्त)

  
(रमेश साँखला)

वित्तीय सलाहकार  
सा.नि.वि. राज. जयपुर

# कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग राजस्थान, जयपुर

क्रमांक: मु.अ.(गु.नि.)/अधी.अ..(गु.नि.)/2022-23/परिपत्र/डी- 501

दिनांक: 28-11-22

## परिपत्र

### गुणवत्ता नियंत्रण संबंधी अनुबंध की धाराओं के उल्लंघन होने पर संवेदकों के विरुद्ध कार्यवाही हेतु निर्देश

विगत दिनों में विभाग के विभिन्न स्तर के अधिकारियों द्वारा किए गए गुणवत्ता के मद्देनजर निरीक्षण के दौरान यह पाया गया कि दोषपूर्ण कार्यों के लिए जिम्मेवार अधिकारियों के लिए CCA Rules के तहत प्रावधान है, तथा दोषपूर्ण कार्य को करने वाले संवेदकों के विरुद्ध कार्यवाही करने के लिए RTPP Rules में प्रावधान हैं। अतः इस प्रकार के प्रकरण जिसमें संवेदक के विरुद्ध अनुबंध की सुसंगत धारा (Clause) का उल्लंघन पाये जाने पर RTPP Rules के अन्तर्गत निम्न प्रक्रिया अपनाई जाकर कार्यवाही अमल में लाई जानी चाहिए।

RPWA 100 के अंतर्गत गुणवत्ता से संबंधित निम्न clauses महत्वपूर्ण है:-

1. **Clause 11-Works to be executed in accordance with specifications, Drawing Orders etc.** में संवेदकों के कार्य को specification & drawing के अनुसार पूरा करना होता है।
2. **Clause 10 A-Rejection of materials procured by the Contractor** के अनुसार विभाग के Engineering incharge को जो सामग्री specification के अनुसार नहीं होने पर उक्त सामग्री को reject करने का अधिकार प्राप्त है।
3. **Clause 15-Work to be open to inspection, Contractor or his responsible Agent to be present** में ये प्रावधान है कि Engineering incharge या उसके वरिष्ठ अधिकारी अथवा उनके अधीनस्थ अधिकारी व अन्य कोई अधिकृत संस्था /committee कार्य का निरीक्षण कर सकती है।
4. **Clause 14-Action and compensation payable in case of bad work** में ये प्रावधान है कि कोई भी खराब कार्य पाया जाता है तो संवेदक उस खराब material को कार्यस्थल से हटायेगा और कार्य को पुनः ठीक करेगा और ऐसा नहीं करने पर पर संवेदक निविदा राशि का 1% प्रति सप्ताह compensation के लिए बाध्य होगा। यह compensation अधिकतम 10% तक हो सकता है।

निविदाओं में PWF&AR में उपलब्ध Agreement form RPWA 100 को निविदा प्रपत्रों के साथ Upload किया जाना चाहिए तथा वित्त विभाग के पत्रांक एफ 1(8) वित्त/सा.विलेनि/2011 दिनांक 04.02.2013 के द्वारा जारी Annexure A,B,C&D को भी निविदा प्रपत्रों के साथ upload किया जाना चाहिए जिससे अनुबंध प्रपत्र व अन्य दस्तावेज संवेदक द्वारा E-Signed हो जावें।

निर्माण कार्यों में गुणवत्ता सुनिश्चित किए जाने के लिए बोली प्रतिभूति जब्त किए जाने संबंधी राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के नियम 42 (11) (ग) की पालना की जानी चाहिए, बोली प्रतिभूति जब्त किए जाने हेतु प्रावधान इस प्रकार है:-

“जब बोली लगाने वाला विनिर्दिष्ट समय के भीतर प्रदाय/संकर्म आदेश के अनुसार माल या सेवा का प्रदाय या संकर्म का निष्पादन प्रारंभ करने में असफल रहता है”

स्पष्ट है कि जब कोई बोलीदाता संकर्म का निष्पादन करने में असफल रहता है ऐसी स्थिति में आरटीपीपी नियम 42 (11) (ग) निर्देशित करता है कि बोलीदाता की बोली प्रतिभूति जब्त कर दी जावे।

इसी क्रम में, आरटीपीपी की धारा 46 (4) यह निर्देशित करता है कि “जहाँ किसी बोली लगाने वाले की सम्पूर्ण बोली प्रतिभूति या सम्पूर्ण कार्य संपादन प्रतिभूति या, यथास्थिति, उसका कोई भी प्रतिस्थापन किसी उपापन संस्था द्वारा किसी भी उपापन प्रक्रिया या उपापन संविदा में समपहत कर लिया गया है तो बोली लगाने वाले को उपापन संस्था द्वारा हाथ में ली जाने वाली किसी भी उपापन प्रक्रिया में भाग लेने से तीन वर्ष से अनधिक की कालावधि के लिए विवर्जित किया जा सकेगा।”

साथ ही वित्त विभाग के परिपत्र क्रमांक एफ 7(3) वित्त/एसपीएफसी/2015 दिनांक 10.09.2020 के बिन्दु सख्या 4 में निर्देशित किया गया है कि:-

“जहाँ किसी बोली लगाने वाले की सम्पूर्ण बोली प्रतिभूति या सम्पूर्ण कार्य संपादन प्रतिभूति या, यथास्थिति, उसका कोई भी प्रतिस्थापन किसी उपापन संस्था द्वारा किसी भी उपापन प्रक्रिया या उपापन संविदा में समपहृत कर लिया गया है तो बोली लगाने वाले को उपापन संस्था द्वारा हाथ में ली जाने वाली किसी भी उपापन प्रक्रिया में भाग लेने से तीन वर्ष से अनधिक की कालावधि के लिए विवर्जित किया जा सकेगा।”

इसके अतिरिक्त जीएफएण्डएआर भाग-2 के नियम 57 (बी) के अनुसार संवेदक द्वारा सम्पूर्ण आपूर्ति संतोषजनक नहीं किये जाने की स्थिति में प्रतिभूति राशि/निष्पादन प्रतिभूति जब्त किये जाने के स्पष्ट निर्देश है।

अतः यदि संवेदक कार्यादेश के अनुसार संकर्म का गुणवत्तापूर्ण निष्पादन न करके खराब गुणवत्ता का कार्य निष्पादित करे तो ऐसी स्थिति में निम्नलिखित कार्यावाहियाँ सुनिश्चित की जावें:-

- (i) आरटीपीपी नियम 42 (11) (ग) की पालना में उसकी बोली प्रतिभूति जब्त की जावे ।
- (ii) जीएफएण्डएआर भाग-2 के नियम 57 (बी) के अनुसार बोलीदाता/संवेदक की प्रतिभूति राशि/निष्पादन प्रतिभूति जब्त की जावे ।
- (iii) बोलीदाता/संवेदक को RTPP Act की धारा 46 (4) की पालना में 3 वर्ष की अवधि तक विवर्जित (Debar) किया जावे।

28/11/2022  
(संजीव माथुर)

मुख्य अभियन्ता एवं अति. सचिव  
सा० नि० वि० राजस्थान जयपुर

क्रमांक: मु.अ.(गु.नि.)/अधी.अ.(गु.नि.)/2022-23/परिपत्र/डी-501  
प्रतिलिपि:- निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है-

दिनांक: 28.11.2022

1. निजी सचिव, मंत्री महोदय, सार्वजनिक निर्माण विभाग, राजस्थान सरकार
2. निजी सचिव, प्रमुख शासन सचिव, सार्वजनिक निर्माण विभाग, राजस्थान जयपुर।
3. निजी सचिव, शासन सचिव, सार्वजनिक निर्माण विभाग, राजस्थान जयपुर।
4. निजी सचिव, मुख्य अभियन्ता (पथ/एन.एच (पीपीपी)/भवन/पीएमजीएसवाई/गुण नियन्त्रण/विद्युत), सार्वजनिक निर्माण विभाग, राजस्थान जयपुर।
5. अतिरिक्त मुख्य अभियन्ता (प्रशासन/बीओटी/प्लानिंग/पथ/यांत्रिक), सार्वजनिक निर्माण विभाग, राजस्थान जयपुर।
6. अतिरिक्त मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग संभाग..... (समस्त)
7. अधीक्षण अभियन्ता, सार्वजनिक निर्माण विभाग वृत्त..... (समस्त)
8. अधिशाषी अभियन्ता, सार्वजनिक निर्माण विभाग खण्ड ..... (समस्त)

Mookesh  
28/11/2022  
(मुकेश भाटी)

मुख्य अभियन्ता (गुण नियंत्रण)  
सा० नि० वि० राजस्थान जयपुर

## परिपत्र

विषय:- Potential/Post Qualification Bid के प्रावधानों में शिथिलता बाबत।

- वर्तमान में Potential/Post Qualification Bid के साथ बिड के क्लॉज 4(h) के तहत बैंक से Credit Facilities उपलब्ध कराने संबंधित सर्टिफिकेट प्राप्त किया जाता है, जिसके अभाव में संवेदक को नॉन रेस्पॉन्सिव घोषित कर दिया जाता है। प्रायः यह देखने में आया है कि इस सर्टिफिकेट को प्राप्त करने के लिए संवेदकों को बैंकों के अनेक चक्कर लगाने पड़ते हैं एवं इस सर्टिफिकेट को बैंक द्वारा उपलब्ध करवाने के उपरान्त भी बैंकों द्वारा Credit Facilities उपलब्ध कराने की बाध्यता नहीं है। Bid Evaluation में संवेदक के Turn Over के आधार पर बिड कैपेसिटी की गणना की जाती है, जिससे उसके वित्तीय संसाधनों की उपलब्धता सुनिश्चित हो जाती है।
- साथ ही Potential/Post Qualification Bid में संवेदकों से बिड के क्लॉज 3(i) के तहत समान प्रकृति के आईटमों की सम्पादित की गयी मात्राओं की जानकारी मांगी जाती है, जिसके अभाव में संवेदक को नॉन रेस्पॉन्सिव घोषित कर दिया जाता है। प्रायः यह देखने में आया है कि बिड के साथ सम्पादित की गयी आईटमों की मात्राओं में अनेक विशिष्ट प्रकार के आईटम मांग लिये जाते हैं, जिससे योग्य संवेदक भी नॉन रेस्पॉन्सिव हो जाते हैं। इस संबंध में विभाग के परिपत्र संख्या 1835 दिनांक 04.02.2019 द्वारा भी अभियन्ताओं को 2 से 4 आईटमों की मात्राओं को ही बिड के साथ मांगे जाने हेतु निर्देशित किया गया था एवं उसके उपरान्त पत्रांक 1903 दिनांक 08.08.2022 द्वारा उक्त परिपत्र की अनुपालना सुनिश्चित करने हेतु लिखा गया। परन्तु प्रायः यह देखा जा रहा है कि अभियन्ताओं द्वारा 04 से अधिक आईटमों की मात्राओं को बिड के साथ मांगा जा रहा है। साथ ही बिड के क्लॉज 3(ii) के अन्तर्गत संवेदक द्वारा समान प्रकृति के पूर्ण किये गये कार्य का प्रमाण-पत्र भी मांगा जाता है, जिससे उसके बिड में वर्णित कार्य को सम्पादित करने की क्षमता का आंकलन होता है। इसी कारण वर्तमान में सीआरआईएफ एवं पीएमजीएसवाई कार्यों की बिड में सम्पादित किए गये आईटमों की मात्राओं को मांगने का प्रावधान नहीं है एवं संवेदक द्वारा समान प्रकृति के पूर्ण किये गये कार्य का प्रमाण-पत्र ही मांगा जाता है।

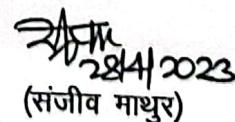
अतः Potential/Post Qualification Bid के साथ बिड के क्लॉज 4(h) के तहत मांगे जाने वाले बैंक से Credit Facilities उपलब्ध कराने संबंधित सर्टिफिकेट की अनिवार्यता एवं क्लॉज 3(i) के तहत समान प्रकृति के आईटमों की सम्पादित की गयी मात्राओं को बिड दस्तावेजों से तुरन्त प्रभाव से हटाया जाता है।

यह परिपत्र प्रशासनिक विभाग की आईडी संख्या 2265/माननीय मंत्री दिनांक 25.04.2023 द्वारा अनुमोदित है।

  
(संजीव माथुर)

मुख्य अभियन्ता एवं अतिरिक्त सचिव  
सा.नि.वि राजस्थान जयपुर

1. निजी सचिव, माननीय मंत्री सा0नि0वि0 राजस्थान जयपुर।
2. निजी सचिव, श्रीमान् प्रमुख शासन सचिव, सा0नि0वि0 जयपुर।
3. निजी सचिव, श्रीमान शासन सचिव सा.नि.वि. जयपुर।
4. मुख्य अभियन्ता एन0एच0/भवन/पी0एम0जी0एस0वाई0/गुण नियंत्रण, सा0नि0वि0 जयपुर।
5. अतिरिक्त मुख्य अभियन्ता सा.नि.वि. संभाग..... (समस्त)।
6. अधीक्षक अभियन्ता सा.नि.वि वृत्त .....(समस्त)।
7. अधीशापी अभियन्ता सा.नि.वि. खण्ड.....(समस्त)।

  
(संजीव माथुर)

मुख्य अभियन्ता एवं अतिरिक्त सचिव  
सा.नि.वि राजस्थान जयपुर

## **SPECIAL CONDITIONS OF CONTRACT**

1. The work shall be carried out strictly as per the provisions of various clauses of MoRTH specifications for road & bridge work (Fifth revision) and various relevant IRC and IS standards with amendment & latest revisions up to date in general and if any item not included in above standards, that will be carried as per the instructions of Engineer-in charge & according to the PWD specifications and standard working practice. MoRTH specifications for road & bridge work (Fifth revision) and all relevant IRC and IS standards shall be considered part of the agreement. All the materials, methodology and workmanship should be as per above mentioned standards.
2. The contractor should obtain exemption certificate of royalty (STP) from mining department before commencing the work. The payment of final Bill will be made only after submitting the no dues certificate obtained from Mining Department by the Contractor.
3. The contractor shall furnish the programme of construction for execution of the work within the stipulated time schedule together with methodology of construction for each type of work and should obtain the approval of the Engineer in charge prior to actual commencement of work. Any work done without the prior permission of Engineer in charge shall be liable to rejection and non-payments for such works.
4. In case of slippage from his approved work programme at any stage, the contractor shall furnish revised programme to make up slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.
5. In Case of extremely poor progress of work or any item at any stage of work, which in the opinion of the Engineer cannot be made good by the contractor considering the available resources, the Engineer will get it accelerated to make up the lost time through any other agency and recover the additional cost incurred, if any in getting the work done from the contractor after informing him in writing about the action envisaged by him.
6. Contractor has to construct reference pillars of size 0.45\*0.45 mtr in mud mortar at 200mtrs distance on both side of road, plastered on road side face duly marked with chainage, RL of EW, sub base, WBM or WMM & BT.
7. The contractor must essentially take levels & got checked the same by field staff and sign all the longitudinal and cross section showing the initial ground level along alignment before starting the work. He should not start the earth work or bituminous work on road before signing the above L section & Cross sections. However if the

contractor do not check or sign the initial ground level before commencement of the work. The ground level taken by the authorized representative of the Engineer in charge shall be final for payment of such earth work or bituminous work & the cost involved in taking initial & final levels shall be deducted from the contractor's bill.

8. All earth work carried out by contractor from date of start to date of completion will be re-measured for finalization after completion of work as per initial levels of ground at the time of start of work and final levels. Any losses of earth work during the course of construction process due to rains and sand storms etc. will be rectified by the contractor at his own cost to achieve designed formation. No extra quantities of earth work what so over than as arrived at the above will be admissible and paid to the contractor.
9. Action in respect of Public Utilities will be taken by the contractor as envisaged Ministry's Specifications for Road & Bridge works.
10. For curing purpose curing compound / jute cloth or water sprinklers or perforated pipe shall be used as approved by Engineer in charge.
11. Contractor has to make all safety arrangements for the Official staff/ Site Engineers, site staff and working labour.
12. The contractor will set up a fully equipped quality control Lab at site with necessary equipment's and man power required for regular testing of the materials & he shall ensure that all the testing of the materials/ aggregate etc. is done regularly and as per the frequency prescribed in the quality control manual/ MORTH specification (5th Revision) before using any material for the work. He will provide all necessary equipment's, formats and consumables with necessary assistance for such testing at site as desired by Engineer in charge or his authorized representative (i.e. field staff). He will depute Staff in Laboratory and equipment's in Laboratory as per as per order of the Chief Engineer (SS), PWD Rajasthan, Jaipur vide No. SE(SS)/QC/D-137 dated 19.07.2011 and relevant IRC/IS standard.
13. For any specific test of any material of work carried out engineer in charge may get tested the same from any authorised laboratory of his choice, then the cost of carrying the sample to laboratory & all testing charge shall be borne by the contractor.
14. The contractor has to submit mix design formula for all grades of concrete work to be used for RCC work from any recognized approved Govt. institute/ laboratory & has to get approved the same from the competent authority before actual execution of the work. All material & brand & type of the cement shall be according to the mix design approved. If due to some unavoidable circumstances any material or brand of the

cement or any other material is changed than the revised mix design shall be got approved accordingly.

15. Job mix formula for Plant mix GSB/WMM/DBM & BC has to be submitted by the contractor for approval duly supported with detailed analysis from any recognized and approved Govt. institute/ Laboratory and the work shall be got done only after approval of the Job mix formula.
16. The contractor should arrange the necessary survey Equipment at his own cost with technical personnel at work site.
17. Proper arrangements for stacking and storage of cement, steel all construction materials have to be done by contractor as per standard practice and satisfaction of Engineer in Charge. Watch and ward of the cement, steel and all other construction material and equipment's shall be the responsibility of the contractor. Any defected material arises due to improper storage shall not be allowed to use in work. No extra payment shall be made to the contractor for any loss / damage due to rain & any other nature calamity.
18. The contractor shall not work after the Sunset and before Sunrise without specific permission of the Authorized Engineer.
19. No work of permanent nature be carried out during nights or Sundays or any authorized holiday without permission in writing of Engineer in charge.
20. No equipment or personnel will be removed from site without permission of Engineer in charge.
21. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instruction issued by the Engineer-In-Charge in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
22. After completion of work, contractor will remove all debris & rubbish from work site, Level & clean the site, at his own cost.
23. The contractor has to make all necessary arrangements for smooth and safe movement of traffic during the execution of the work as per the direction of the Engineer in charge. He will be fully responsible for constructing and maintaining the bye pass/ Diversion provided, during the course of execution of the work. The contractor will construct and maintain the diversion/ Bye pass at his own cost during the course of the construction and nothing shall be paid to the contractor on this part. If the contractor

fails to make arrangements for smooth movement of the traffic, the Engineer in charge will be free to make such arrangements at the cost of the contractor.

24. The contractor shall arrange his own land for erection of plants, storage and parking of machinery, stacking of material etc.
25. The contractor shall follow the Contract Labour Regulation and Abolition Act. 1970 and Rules 1971.
26. The rate of different items provided in tender document is inclusive of all taxes and royalty.
27. Payment for lift and lead shall be made for distance as mentioned in BOQ with the respective item. No claims for extra lead shall be entertained on a/c of extra lead involved in any kind of material.
28. Contractor shall not be allowed to use cement other than OPC 43/53 Grade for concrete work of grade more than M25. Proper testing of cement before use shall be the responsibility of the contractor.
29. The contractor shall submit videography & photography of all important works before & after execution of work as required by Engineer in Charge at his own cost.
30. According to Government of Rajasthan Labour and Employments Department's Circular No. F-13[24] Labour/ Law / 2008 / 19072 dated 09.07.2010, collection of cess under section 3 of the "Building and other construction workers Welfare cess Act. 1996" and registration of establishment under section 7 of the "Building and other construction works [ Regulation of Employment and conditions of service ] Act 1996" shall come in force for this contract [work] and labour cess shall be deducted accordingly from the Bill of the contractor.
31. The deduction of GST at source will be made from the Contractors bill as per Govt. notification or amended from time to time.
32. Defect liability period shall be 5 (Five) years after the date of completion of the work. The contractor will be responsible for satisfactory maintenance of the work up to 5 (Five) years from the date of the completion of the work as desired & up to the full satisfaction of the Engineer in charge from time to time. The engineer in charge may get the maintenance done at the risk & cost of contractor during the defect liability period if the contractor fails to complete such maintenance of the defects of what so ever type arises in the work after giving 7 day written notice to him. The cost of such maintenance shall be recovered from the Security deposit for the work or any other deposit/ dues of the contractor with the department. Such notice issued to the

contractor shall be considered as the final notice for information of the defects raised & the Engineer in charge will be free to get the defects rectified at the cost of the contractor without giving further notice to him.

33. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.
34. Quality control norms will be followed as per I.R.C. SP: 112-2017.
35. The contractor will display adequate number of Caution Boards/Diversion Boards for guidance of proper safety of traffic plying on the road.
36. All materials shall be stacked at site away from the berms in stack sizes specified in specifications volume and shall be collected layer wise, after compacting to collection of each layers, and getting its properties tested and certificate from Engineer-in-Charge shall have to be obtained before commencing spreading.
37. Collection of material shall be uniform throughout the length of road.
38. The measurements shall be taken as per standard practice and as per MoRTH guidelines.
39. The leveled surface shall be checked continuously during the spreading and rolling of the mix so as to ensure a finished surface within the tolerances laid down in MoRTH specifications.
40. The contractor will procure bitumen required for the execution of work from authorized refinery at his level and furnish the bitumen testing certificate from Government agency/Regional laboratory/Engineering College.
41. Testing of bitumen shall be done as per norms, for which equipment shall be made available at site by contractor in a laboratory, to be established at plant site by contractor.
42. Bitumen record should also be furnished by the contractor as per circular No. 7/2001 issued by the Chief Engineer P.W.D. Rajasthan Jaipur.
43. The contractor shall engage unskilled local labour from Rajasthan state preferably of the district, for the execution of the work.
44. Monsoon period included in completion period of the work.

45. If there is any typographical or clerical error in the nomenclature/ rates, the prevailing BSR of respective circle of PWD with subsequent all corrigendum for road work on which Schedule “G” is based will be treated as correct.
- 46.No extra payment shall be made to the Contracting agency on account of maintenance of Road / Bridge/ C.D. works and removal of defects during Defect liability Period.
- 47.The contracting agency shall do the routine maintenance of Road / Bridge &C.D. Works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in defect free condition during the entire period of routine maintenance, which begins at completion of the construction work and ends after five years.
- 48.The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge / AE.n, at least once in three months in case of all Road/Bridge /C.D. works. The Engineer -in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer -in-charge 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.
- 49.The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 50.Photography and Videography before commencement of work, while working and after completion of work to be submitted by the contractor.
- 51.No extra payment shall be made to contractor for any task/work mentioned in special condition of contract.

**52. The routine maintenance activities and their periodicity are shown in table below-**

S. No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of burns	<u>Once</u> in a year, generally after rains (In case areas having heavy rainfall, as & when required.)
2	Making up of shoulders.	<b><u>As and when</u></b> required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch	<b><u>As and when</u></b> required.

	repairs etc.	
4	Maintenance of drains	<u>Twice</u> (In case of hill roads, as and when required).
5	Maintenance of culverts and causeway.	<u>Twice</u> (In case of hill roads, as and when required).
6	Maintenance of road signs.	Maintenance as and when required. Repainting <u>once in every two years.</u>
7	Maintenance of guardrails and parapet rails.	Maintenance as and when required. Repainting <u>once in a year.</u>
8	Maintenance of 200 m and kilometer stones.	Maintenance as and when required. Repainting <u>once in a year.</u>
9	White washing guard stones.	<b><u>Twice</u></b> in a year.
10	Re-fixing displaced guard stones.	<b><u>Once</u></b> in a year.
11	Cutting of branches trees, shrubs and training of grass and weeds etc.	<u>Once</u> , generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.)
12	White washing parapets of CD works.	<b><u>Once</u></b> in a year.

# **GUIDE LINES FOR KEEPING RECORD OF BULK BITUMEN**

Contract PAVER WORK

1. Bitumen record (Receipt/consumption/Balance) should be submitted to Superintending Engineer every week by Monday in performa prescribed below:

Name of contractor..... Location of Plant..... Week ending.....

S.No.	Date	Time	Qty. Received	Cumulative Qty. Received	Tanker		Details of Dispatch				Consumption doing daily	Balance	Sig. of JEn./ A.En. of Project site with name & designation	Remarks	
					No.	Name of Driver	Name of Refinery	CRC No.	Date of Disp.	Time					Qty.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

2. Assistant Engineer Should maintain a certificate on the original CRC copy about unloading of Bulk Bitumen, Name of work, Plant site, & Page number of Bulk Bitumen Record Register
3. A certificate on the original 1st copy of CRC be made by Executive Engineer concerned, that the quantity of bitumen of this CRC been unloaded at the Plant site..... for the work ..... (Name of work)..... on the basis of Assistant Engineer concerned report.
4. Testing of bitumen shall be done as per norms for which equipment shall be made available at site by contractor laboratory, to be established at Plant site by contractor.
5. At the time of receipt of bitumen, the Assistant Engineer should get the tanker (Filled/ Empty) to be weighed in his presence & a certificate in this regard should be issued by him for each tanker. The receipt No. of weigh bridge should be mentioned in certificate.
6. Executive Engineer will get the weekly report about receipt/ consumption/ balance of Bulk Bitumen of contractor from all Sub Divisions.
7. At least 5% bitumen tanker weighing should be verified by Ex. Engineer concerned.
8. Ex. Engineer should ensure that no bulk bitumen other than authentically issued from authorized refinery should be used on any work in his jurisdiction. Executive Engineer should get the purchase record of bitumen from contractor and it should be recorded in separate register/ MB for each work.
9. Separate record shall be maintained for Packed bitumen/ Imported bitumen/ Rubberized bitumen for contractor.

## **OTHER CONDITIONS OF CONTRACT**

### **1. Cost of Tendering :**

- 1.1 The tenderer shall bear all cost associated with the preparation and submission of this tender for the work and the Governor of the State of Rajasthan (India), will in no case, be responsible or liable for such cost, regardless of the conduct or outcome of the tendering process.

### **2. Site Visit :**

- 2.1 The tenderer shall, prior to submitting his tender for the work, visit and examine the Site of works and its surroundings at his own expenses and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his tender and entering into a Contract including the actual conditions, regarding the nature, conditions of site, availability of materials, labour, probable sites for labour camps, stores etc. and extent of lead and lift required for the work in complete form over the entire duration of the Contracts after taking into consideration local conditions obstructions in work, if any, and allow for all such extras likely to be incurred due to any such conditions, restrictions, obstructions, etc. in the quoted Contracts Price for the work.
- 2.3 A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

### **3. Tender Document :**

- 3.1 The Tender Document issued for the purpose of tendering shall comprise as stated below together with any Agenda and minutes of pre-tender meeting issued shall form part of agreement.

Notice inviting tender

Schedule "G"

General conditions of contract

Special conditions of contract

RPWA- 100 (form of agreement)

Any other document uploaded on website

- 3.2 The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, technical specifications, bill of quantities, and drawings in the Tender Documents, Failure to comply with the equipments of tender submissions shall be at the tender's own risk.
- 3.3 The tenderer shall submit only as unconditional offer which complies fully with the requirements of the Tender document.

3.4 All tenderers are cautioned that no alternative or conditional offers, variations or deviations by the tenderers in respect of any item proposed by the tenderers shall be entertained or considered further in the process of tender approval, Further more, any deviation from the conditions of Contract or technical specifications or other requirements stipulated in the tender Document other than those specifically clarified/amended in the minutes of the minutes of the pre-tender meeting shall be summarily rejected as non responsive.

#### **4. Format of Tender :**

4.1 If the tender is made by a proprietary firm it shall be signed by the proprietor above his full name and full name of his firm with its current address. If the tender is made by a firm in partnership it shall be signed by a partner holding Power for Attorney for the firm. A certified copy of the power of Attorney shall accompany with the tender.

4.2 The certified copy of the partnership deed current address of the firm and full name and current address of the all the partners of the firm shall also accompany the tender.

4.3 If tender is made by a limited company or a limited Corporation it shall be signed by duly authorized person holding the power of Attorney for such limited Company or Corporation a certified copy of Power of Attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.



राजस्थान सरकार  
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020

परिपत्र

**विषय:—ई-ग्रास पर ई-प्रोक्योरमेन्ट प्रक्रिया हेतु एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की प्रक्रिया।**

लोक उपापन प्रक्रिया में पारदर्शिता स्थापित करने के उद्देश्य से ई-प्रोक्योरमेन्ट पोर्टल पर ई-निविदाओं के प्रेषण के लिए एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस को ऑनलाईन ई-ग्रास सिस्टम के माध्यम से जमा करवाया जाना आवश्यक है। इसके अन्तर्गत ई-ग्रास पर एक ही चालान से बोली दस्तावेज मूल्य, बिड सिक्योरिटी राशि एवं RISL फीस जमा कराने एवं RISL फीस को कोषालय सचिवालय में संधारित पी.डी. खाते में हस्तान्तरित किये जाने की क्रिया विधि निम्नानुसार है :-

1. बिडर द्वारा ई-ग्रास पर प्रोफाइल बनाने के बाद ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ऑनलाइन जमा करवाया जायेगा। इस राशि में से बोली दस्तावेज मूल्य एवं RISL फीस रिफण्ड योग्य नहीं होगी। बिड सिक्योरिटी हेतु बजट मद 8443-103, 108 एवं 109 में जमा राशि नियमानुसार संबंधित विभाग द्वारा रिफण्ड किये जाने हेतु सिस्टम में व्यवस्था की गयी है। RISL फीस (i) सिविल विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[01] (सिविल विभाग), (ii) निर्माण विभागों की निविदाओं हेतु बजट मद 8658-00-102-(16)-[02] (निर्माण विभाग) (iii) वन विभाग की निविदाओं हेतु बजट मद 8658-00-102-(16)-[03] (वन विभाग) के अन्तर्गत जमा की जायेगी। बोली दस्तावेज मूल्य हेतु निर्धारित राजस्व मद में बिडर द्वारा राशि जमा कराने हेतु ई-ग्रास पर प्रावधान उपलब्ध रहेगा।
2. बिड सिक्योरिटी जमा कराने के लिए सभी विभागों हेतु बजट मद 8443-103 जबकि निर्माण कार्यों हेतु बिड सिक्योरिटी बजट मद 8443-108 (निर्माण विभागों) एवं 8443-109 (वन विभाग) में जमा कराने की दशा में डिविजन कोड का चयन ई-ग्रास पर किया जाना अनिवार्य होगा।

*Gur*

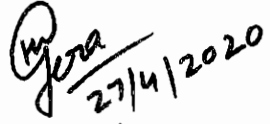
3. इस प्रक्रिया से जमा राशि का लेखांकन ई-कोषालय के स्तर पर किया जायेगा। ई-ग्रास पर उपलब्ध विभागवार/कार्यालयवार रिपोर्ट्स में जमा राशि से संबंधित रिपोर्ट्स प्रदर्शित की जायेगी।
4. ई-कोषालय में बिन्दु संख्या 1 में वर्णित बजट मद 8658-00-102-(16)-[01], [02], [03] के अन्तर्गत जमा RISL फीस को माह में दो बार बजट मद 8782-101 (Inter Treasury Transfer) के माध्यम से कोषालय (सचिवालय) जयपुर में RISL के पी.डी. खाते में जमा किये जाने हेतु समायोजन बिल के माध्यम से हस्तान्तरित किया जायेगा। जिसे कोषालय (सचिवालय) जयपुर द्वारा उसी माह में मद 8782-101 को माईनस क्रेडिट करते हुए RISL के पी.डी. खाते में अलग-अलग समायोजन बिलों के माध्यम से हस्तान्तरित किया जाना अनिवार्य होगा। यह सूचना ई-ग्रास से वॉम पर Seamless Data Sharing की व्यवस्था से हस्तांतरित की जायेगी। सिस्टम पर उपलब्ध रिपोर्ट्स के माध्यम से संबंधित निर्माण खण्ड ई-ग्रास पर जमा राशि व रिफण्ड राशि का स्टेटस भी देख सकते हैं।
5. निर्माण कार्यों से संबंधित बिड हेतु उक्त चालान से संबंधित राशि निर्माण लेखों में फार्म 80 में प्रदर्शित होने पर कोषालयों द्वारा चालान की प्रति प्रत्येक मद में जमा राशि के लेखों के साथ महालेखाकार कार्यालय को उपलब्ध करवायी जायेगी।
6. उक्त प्रक्रिया के अन्तर्गत बिडर को प्रारम्भ में ई-प्रोक्योरमेन्ट पोर्टल पर बिड भरने के साथ-साथ ई-ग्रास पर एक चालान के माध्यम से ई-भुगतान का चयन करते हुए अपेक्षित राशि जमा करवाया जाना अनिवार्य होगा। इस प्रक्रिया को एन.आई.सी. द्वारा ई-प्रोक्योरमेन्ट पोर्टल से ई-ग्रास का इन्टीग्रेशन करते हुए अविलम्ब लिंक करने की व्यवस्था सुनिश्चित की जायेगी। व्यवस्था स्थापित होने तक बिडर को ई-ग्रास पर भुगतान होने के उपरान्त चालान CIN नम्बर के साथ जनरेट कर ई-प्रोक साईट पर स्कैन कर अपलोड करना होगा। ई-ग्रास एवं ई-प्रोक्योरमेन्ट का लिंक स्थापित होने के उपरान्त अपलोड किए जाने की आवश्यकता नहीं रहेगी तथा ई-ग्रास सिस्टम ई-प्रोक्योरमेन्ट पोर्टल से बिडर का नाम लेने के स्थान पर सिस्टम जनरेटेड कोड फेच करेगा तथा बिड फाइनल होने के बाद बिडर का नाम पूर्व के कोड से फ्लेग करते हुए किया जाना सुनिश्चित करेगा जिससे बिडर को होने वाले रिफण्ड भुगतान में असुविधा न हो। उपापन संस्था द्वारा ई-ग्रास पर कार्यालयवार उपलब्ध रिपोर्ट्स एवं ई-कोषालय के TY-33 से जमाओं का मिलान भी सुनिश्चित किया जावेगा।
7. ई-प्रोक्योरमेन्ट पोर्टल के ई-ग्रास पोर्टल से इन्टीग्रेशन के उपरान्त ई-प्रोक्योरमेन्ट पोर्टल पर निर्माण कार्यों से संबंधित बिड भरने हेतु बजट मद 8443-108,109 में बनाये गये चालान की राशि निर्माण लेखों में सम्मिलित किये जाने के उद्देश्य से प्रविष्टि एक कोड के साथ एन.आई.सी. वॉम को उपलब्ध करायी जावेगी। बिड खुलने के बाद उक्त प्रविष्टि हेतु संवेदक का नाम एवं अन्य विवरण एन. आई. सी. (वॉम) को उपलब्ध कराया जायेगा।



एनआईसी (वॉम) द्वारा तदानुसार ही प्रविष्टि को निर्माण लेखों में सम्मिलित किया जावेगा, जिसके पश्चात ही बिड सिक्योरिटी राशि रिफण्ड किये जाने हेतु उपलब्ध होगी। इस हेतु ई-ग्रास व ई-प्रोक पोर्टल का इन्टीग्रेशन व लिंक किया जायेगा। ई-प्रोक पोर्टल से भुगतान हेतु संवेदक को ई-ग्रास पर आने का लिंक तथा ई-ग्रास पर भुगतान करने के तुरन्त पश्चात् ई-प्रोक पोर्टल पर जाने का लिंक भी दिया जायेगा।

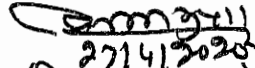
8. ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ई-ग्रास के माध्यम से जनरेट किये जाने पर संबद्ध एजेन्सी बैंक को तीनों बजट मदों की कुल राशि एवं जीआरएन नम्बर के साथ प्रेषित किया जायेगा तथा बैंक द्वारा जमा राशि के स्कॉल दिये जाने पर सिस्टम पर ई-कोषालय को पृथक-पृथक उक्त तीनों मदों में जमा राशि के अनुसार चालान नम्बर जनरेट करने, लेखा सूचियां तैयार करने एवं लेखांकन करने हेतु व्यवस्था की जायेगी।
9. ई-कोषालय के स्तर पर उक्त जमा राशि का पूर्ण लेखांकन तथा मिलान दैनिक आधार पर अनिवार्य रूप से किया जाना सुनिश्चित किया जायेगा।
10. ई-प्रोक पोर्टल के अतिरिक्त की जाने वाली बिड हेतु (जिनमें RISL Fees जमा नहीं होती) भी बिड सिक्योरिटी हेतु बजट मद 8443-103, 108, 109 व बोली दस्तावेज मूल्य राशि निर्धारित राजस्व बजट मद में जमा कराने हेतु सिंगल चालान से उक्त माध्यम से बिडर/कार्यालय द्वारा जमा करवायी जा सकेगी। इस व्यवस्था में मेन्चूअल एवं ई-मोड उपलब्ध रहेंगे।
11. यह आदेश तुरन्त प्रभाव से लागू होगा।

**अतः उक्त दिशा-निर्देशों की अक्षरशः पालना की जावे।**

  
(हिमन्त कुमार गेरा)  
शासन सचिव,  
वित्त (बजट) विभाग

**प्रतिलिपि-निम्नांकित को सूचनार्थ व आवश्यक कार्यवाही एवं अपने अधीनस्थ कार्यालयों को सूचित करने हेतु प्रेषित है:-**

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. प्रधान महालेखाकार (सिविल लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
4. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
5. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
6. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर को सिस्टम पर एन.आई.सी. के माध्यम से पूर्ण कार्यवाही सुनिश्चित करने हेतु।
7. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी समस्त विभाग को पालना सुनिश्चित करने हेतु।
8. समस्त कोषाधिकारी को पालना सुनिश्चित करने हेतु।
9. राज्य सूचना विज्ञान अधिकारी, एन.आई.सी. सचिवालय, जयपुर को सिस्टम में उक्त प्रावधान सुनिश्चित करने हेतु।
10. निदेशक (तकनीकी), वित्त विभाग को प्रेषित कर लेख है कि परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने का श्रम कराएँ।
11. रक्षित पत्रावली।

  
(विमल कुमार गुप्ता)  
संयुक्त शासन सचिव

(GF&AR 5/2020)

राजस्थान सरकार  
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013

परिपत्र सं. - 8/2013

परिपत्र

जैसा कि आपको विदित है राजस्थान राजपत्र में जारी अधिसूचना दिनांक 24.01.2013 द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (Rajasthan Transparency in Public Procurement Act, 2012) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 (Rajasthan Transparency in Public Procurement Rules, 2013) राज्य में दिनांक 26.01.2013 से प्रभावी हो गये हैं। समस्त उपापन संस्थाएँ (Procurement Entities) जिसमें राज्य सरकार के समस्त विभाग, सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई भी राज्य पब्लिक सेक्टर उद्यम, संविधान द्वारा स्थापित या गठित कोई भी निकाय जिसके व्यय की पूर्ति राज्य की समेकित निधि से की जाती है, राज्य विधान मण्डल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या बोर्ड या निगम या प्राधिकरण या सोसायटी या न्यास या स्वायत्त निकाय या राज्य सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई निकाय, सम्मिलित है, के द्वारा सामग्री, सेवा, संकर्म (Works) के उपापन (Procurement) के मामलों में उक्त अधिनियम एवं नियमों की अक्षरशः पालना सुनिश्चित किया जाना आवश्यक है।

उक्त अधिनियम की धारा 50 के अन्तर्गत राज्य उपापन सुविधा प्रकोष्ठ (State Procurement Facilitation Cell) का गठन किया जा चुका है। उक्त प्रकोष्ठ का नोडल अधिकारी संयुक्त सचिव, वित्त (जीएण्डटी) विभाग को बनाया गया है यदि उपापन संस्था उक्त अधिनियम एवं नियमों के संदर्भ में कोई जानकारी की अपेक्षा रखती है तो प्रशासनिक विभाग के माध्यम से प्रकरण राज्य उपापन सुविधा प्रकोष्ठ को प्रेषित किया जा सकता है।

उक्त अधिनियम की धारा 17 में दिये गये प्रावधान के तहत राज्य लोक उपापन पोर्टल (<http://sppp.raj.nic.in>) बना दिया गया है। उपापन संस्था अधिनियम की धारा 17 (2) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के प्रावधानों के अनुसार पालना सुनिश्चित करावें।



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उक्त अधिनियम के अध्याय 3 एवं नियमों के अध्याय 7 के अनुसार बोली लगाने वाला या भावी बोली लगाने वाला (bidder or prospective bidder) उपापन प्रक्रिया के दौरान उपापन संस्था के किसी निर्णय, कार्रवाई या लोप, इस अधिनियम या इसके अधीन जारी नियमों के उपबन्धों के उल्लंघन में है तो वह अपील दाखिल कर सकेगा। इस संबंध में बोली दस्तावेजों, पूर्व अर्हता दस्तावेजों, रजिस्ट्रीकरण दस्तावेजों में प्रथम अपील अधिकारी का पदाभिहित (designated) विनिर्दिष्ट (specified) उल्लेख उपापन संस्था द्वारा किया जाना आवश्यक है। अतः, अधिनियम की धारा 3 (2) में उल्लिखित समस्त विभाग/संगठन अपने स्तर पर प्रथम अपील अधिकारी का निर्धारण कर वित्त विभाग को दिनांक 15 फरवरी, 2013 तक सूचित करें। यहां यह उल्लिखित करना उपयुक्त होगा कि प्रथम अपील अधिकारी उपापन संस्था से एक स्तर उच्च होना आवश्यक है। द्वितीय अपील अधिकारी राज्य सरकार के विभागों के लिये संबंधित प्रशासनिक विभाग होगा। यदि प्रशासनिक विभाग स्वयं उपापन संस्था या प्रथम अपील अधिकारी है तो वित्त विभाग प्रथम/द्वितीय अपील अधिकारी होगा। ऐसे मामलों में जहां वित्त विभाग प्रथम अपील अधिकारी है तो द्वितीय अपील अधिकारी प्रकरण विशेष के अनुसार राज्य सरकार द्वारा पदाभिहित (designated) किया जायेगा।

उक्त अधिनियम के अनुसार सामग्री, सेवा, संकर्म के उपापन के लिये स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स प्रक्रियाधीन है। अधिनियम की धारा 59 (Savings) के अनुसार इस अधिनियम में उपबन्धित सामग्री, सेवा एवं संकर्मों के उपापन से संबंधित समस्त नियम, विनियम, आदेश, अधिसूचनायें, विभागीय संहिताएँ, निर्देशिकायें, उपविधियाँ, शासकीय ज्ञापन या परिपत्र जो इस अधिनियम के प्रारम्भ की तारीख को प्रवृत्त थे, उनके इस अधिनियम के उपबन्धों से संगत होने की सीमा तक तब तक प्रवृत्त बने रहेंगे जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तों, अधिसूचना या यथास्थिति आदेश द्वारा निरसित या अतिक्रमित नहीं कर दिया जाता। अतः, उक्त अधिनियम एवं नियमों के अनुसार सामग्री या सेवा के उपापन के लिये वर्तमान प्रचलित बिड दस्तावेज सामान्य वित्तीय एवं लेखा नियम पार्ट II में दिये गये SR फार्म 14, 15, 16 और 17 तथा संकर्म के उपापन के लिये सार्वजनिक निर्माण वित्तीय एवं लेखा नियम के अपेण्डिक्स XI में दिये गये वर्तमान प्रचलित दस्तावेज बोली दस्तावेजों के रूप में अधिनियम व नियमों के प्रावधानों की सीमा तक प्रयोग किये जा सकेंगे, जब तक कि नवीन स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स जारी नहीं किये जाते हैं। तथापि निम्नांकित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुये ही बिड दस्तावेज जारी किया जाना सुनिश्चित किया जाये—

**Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

**Annexure B : Declaration by Bidders regarding Qualifications**

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**Annexure C : Grievance Redressal during Procurement Process**

**Annexure D : Additional Conditions of Contract**

अतः प्रशासनिक विभाग अपने अधीन समस्त विभागों, कार्यालयों एवं संगठनों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावें।

संलग्न: **Annexure A to D**

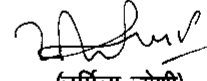


(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर। 4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर। 6. रजिस्ट्रार, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
7. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (सविल लेखा परीक्षा) राजस्थान, जयपुर।
9. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर। 12. समस्त कोषाधिकारी।
13. सिस्टम एनालिस्ट, वित्त विभाग को भेजकर लेख है कि परिपत्र को को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें।



(उर्मिला जोशी)

संयुक्त सचिव

## **Annexure A : Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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## **Annexure B : Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

### **(5) Form of Appeal**

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

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

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal No .....of .....

Before the ..... (First / Second Appellate Authority)

**1. Particulars of appellant:**

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

**2. Name and address of the respondent(s):**

(i)

(ii)

(iii)

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

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

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

**6. .... Grounds of appeal:**

.....  
.....  
..... (Supported by an affidavit)

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

.....  
.....

Place .....

Date .....

Appellant's Signature

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

### **2. Procuring Entity's Right to Vary Quantities**

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

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

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

**3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)**

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

GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(G&T DIVISION)

No. F.2(4)FD/PWF&AR/99 Part-II

Jaipur, dated: 28-5-2010  
Circular No.: 46/2010

**ORDER**

The Governor has been pleased to order that the following amendments shall be made in Public Works Financial & Accounts Rules (Part-II) :-

1. After the existing Clause 31 (Conditions of Contract) in Appendix-XI (General Rules and Directions for the Guidance of Contractors) a Note shall be added as under :-

"Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act."

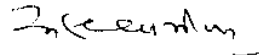
By Order .

  
(G.D. Vyas)

Officer on Special Duty

**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, RSBCC/RHB/Administrator, Agriculture Marketing Board.
4. The Area Development Commissioner, Bikaner/Kota.
5. The Chief Engineer, PWD/Irrigation/PHED/IGNP, Bikaner and Jaisalmer/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

Office of the Chief Engineer (SS) PWD Rajasthan , Jaipur

No. SEC(SS)/QC/D-134

Date 19/7/2011

Additional Chief Engineer

PWD Zone ... (All)

Sub : Establishment / Verification of field Laboratory

Sir,

It has been directed several times through various reference from this office to ensure that field laboratory is properly established before start the work and the same is verified by concern Executive Engineer Quality Control . The availability of required equipments / technical staff was also to be ensured and reported in format A to D meant for ensuring quality control on work .


It is however, observed during inspections that field laboratories are not being established , if established the required equipments / technical staff is not available and in many cases available equipments are not fully functional / utilised .

During recent inspection form 13<sup>th</sup> to 16<sup>th</sup> July, 2011 of many works of Ajmer & Udaipur Zones had to be stopped for want of fully functional laboratory at the site.

You are therefore directed once again to kindly ensure establishment of field labs with required equipments / technical staff and verification of the same by Executive Engineer Quality Control before start of the work . A copy of list required equipments / technical staff for field as well as district labs for road and building is enclosed again for your ready reference please.

Missing equipments in the district laboratories be procured using 1 % provision for quality control in sanctioned estimates .

Enclosure (s) : As above

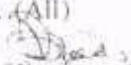
  
Chief Engineer (SS)  
PWD Rajasthan, Jaipur

No. SEC(SS)/QC/D-134

Date : 19/7/2011

Copy submitted / Forwarded to following for information & necessary action

1. PS to Hon'ble PWM, C.E.R. Jaipur
2. PS to Principal Secretary, PWD Rajasthan, Jaipur
3. PS to Secretary, PWD Rajasthan, Jaipur
4. Chief Engineer & Addl. Secretary, PWD Rajasthan, Jaipur
5. Chief Engineer (NH/PMGSY / Road) PWD Rajasthan, Jaipur
6. Superintending Engineer, PWD Circle ..... (All)
7. Superintending Engineer (SS), PWD Rajasthan, Jaipur
8. Executive Engineer PWD Division ..... (All)
9. Executive Engineer Quality Control Division ..... (All)

  
Chief Engineer (SS)

**PART (A) : (ROAD WORKS)**

**Status of equipments**

S. No.	Equipments required	Quantity (Nos)	Availability (Nos)	Likely date of procurement if not available	Remarks
1	Sieves set 90-5.6mm (Total 19 Sieves )	1 Set			
2	Brass sieves set 4.75-0.075mm	1 Set			
3	Pan Balanace 10 Kg capacity	1			
4	Sand Replacement app. For F.D.	1			
5	Core cutter for F.D. with Generator, Slicer complete set	1			
6	Atturburgs limit app For P.I.	1			
7	F.I. gauge	1			
8	Impact testing machine	1			
9	Rapid moisture meter	1			
10	Moisture containers	12			
11	Eletronic Balance	1			
12	Bitumen Extraction app.	1			
13	Thermometer	10			
14	Bitumen Emulsion testing equipments	1 Set			
15	Concrete moulds with tamping rod 15x15x15 cm	12			
16	Mortar moulds with tamping rod 5x5x5 cm	24			
17	Compressive Testing machine 5 ton capacity	1			
18	Compressive Testing machine 100 ton capacity	1			
19	Enamelled trays	6			
20	Slump cone apparatus	1			
21	Core cutting machine	1			
22	Elongation test equipments	1			
23	Vicafte app. For Cemet test	1			
24	Field oven	1			
25	Bitumen testing equipments				
	(i) Penetration	1			
	(ii) Ductibility	1			
	(iii) Viscocity	1			
	(IV) Flash & Fire	1			
	(V) Softening test	1			
F. 26	Proctor Mould & Rammer	2			
27	Benkel Man Beam	1			
28	S.P.T	1			
29	Rougho meter	1			
30	Enamelled Bowls	12			
31	C.B.R. Moulds	6			
32	Load frame for C.B.R.	1			



राजस्थान सरकार  
वित्त विभाग  
(सामान्य वित्तीय एवं लेखा नियम अनुभाग)

क्रमांक : प.2(4)वित्त/लोनिलेनि/99-पार्ट-॥

जयपुर, दिनांक : ०५-०७-२०१९

आदेश

विषय : लोक निर्माण वित्तीय एवं लेखा नियमों के भाग-॥ में संशोधन।

राज्यपाल महोदय लोक निर्माण वित्तीय एवं लेखा नियम भाग-॥ में निम्न प्रकार संशोधन करने के आदेश एतद्वारा प्रदान करते हैं:-

1. परिशिष्ट XI (संविदा की शर्तों) के खण्ड (Clause) 45 एवं 45क को निम्न प्रकार से संशोधित किया जाता है :

विद्यमान प्रावधान	संशोधित प्रावधान
<p><b>Clause 45 : Price Variation Clause</b> If, during the progress of the contract of value exceeding Rs. 50 lac (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/bitumen/diesel and petrol/ cement/ steel incorporated in the works (not being materials to be 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 as 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, then prices on the date of opening of tender shall be considered for price adjustment.</p>	<p><b>Clause 45 : Price Variation Clause</b> If, during the progress of the contract of value exceeding Rs. 50 lac (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/ bitumen/diesel and petrol/ cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the last date of submission of bids, 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.</p>

**Clause 45A : Price Variation in installation of elevators, supply/ installation of Centrally Air Conditioning and Central Evaporating Cooling Works.**

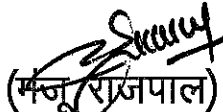
In all cases of contracts for installation of elevators, supply /installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/ components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of 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 prices shall be subject to adjustment up or down in accordance with following formula.

**Clause 45A : Price Variation in installation of elevators, supply/installation of Centrally 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 Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the last date of submission of bids, and the same is deemed to be related to wholesale price index number of 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 prices shall be subject to adjustment up or down in accordance with following formula.

2. मूल्य विचलन की गणना हेतु क्लॉज 45 में दिए गए सूत्र (A) से (F) तक तथा क्लॉज 45A में जो सूत्र दिये गये हैं उनमें भी क्लॉज 45 एवं 45A में किये गये उक्त संशोधन अनुसार "last date of submission of bid" को ही आधार तिथि मानते हुए तदनुरूप ही संशोधन समझा जाकर मूल्य विचलन की गणना की जावे।
3. यह आदेश जारी होने की दिनांक से जो 'बोली आमंत्रित करने वाले नोटिस'(NIB) प्रकाशित किए जाएंगे उन सभी उपापनों पर यह संशोधित प्रावधान लागू होंगे।
4. इस आदेश दिनांक से पूर्व प्रारंभ हो चुकी बोली/उपापन प्रक्रियाओं एवं अनुबंधों में पूर्व के ही प्रावधान लागू होंगे।

आज्ञा से

  
(मंजू राजपाल)

शासन सचिव  
वित्त (बजट) विभाग

**प्रतिलिनि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है-**

1. प्रधान महालेखाकार (G&SSA/A&E) राजस्थान, जयपुर ।
2. निजी सचिव, अतिरिक्त मुख्य सचिव/प्रमुख शासन सचिव/शासन सचिव, सार्वजनिक निर्माण विभाग/जन स्वास्थ्य अभियांत्रिकी विभाग/इंदिरा गांधी नहर परियोजना/सिंचित क्षेत्र विकास विभाग/वन विभाग/भू जल विभाग/जल संसाधन विभाग ।
3. प्रमुख शासन सचिव, मुख्यमंत्री, राजस्थान ।
4. निजी सचिव, समस्त अतिरिक्त मुख्य सचिव/प्रमुख शासन सचिव, शासन सचिव, राजस्थान ।
5. वरिष्ठ उप शासन सचिव, मुख्य सचिव, राजस्थान ।
6. निदेशक, कोष एवं लेखा/निरीक्षण/स्थानीय लेखा अंकेक्षण विभाग, वित्त भवन, जयपुर ।
7. समस्त मुख्य अभियंता, सार्वजनिक निर्माण विभाग/जल संसाधन विभाग/जन स्वास्थ्य अभियांत्रिकी विभाग/आरडब्ल्यूएसएसएमबी/भू जल विभाग/इंदिरा गांधी नहर परियोजना/सिंचित क्षेत्र विकास विभाग ।
8. समस्त वित्तीय सलाहकार/मुख्य लेखाधिकारी, आरडब्ल्यूएसएसएमबी/ सार्वजनिक निर्माण विभाग/जल संसाधन विभाग/जन स्वास्थ्य अभियांत्रिकी विभाग/ भू जल विभाग/इंदिरा गांधी नहर परियोजना/सिंचित क्षेत्र विकास/वन विभाग ।
9. समस्त कोषाधिकारी/उप कोषाधिकारी, राजस्थान ।
10. वित्त विभाग के समस्त अनुभाग ।
11. प्रशासनिक सुधार विभाग ।
12. अतिरिक्त निदेशक, वित्त विभाग कृपया इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करावें ।
13. रक्षित पत्रावली ।

  
(उषस्पति त्रिपाठी)

संयुक्त शासन सचिव

(PWF&AR - 71/2018)

**Office of the Chief Engineer (Roads), Public Works Department,  
Rajasthan, Jaipur**

No. F- 45/PWD/Circular/100/644

Dated :- 17.9.18

**Circular  
"Defect Liability Period"**

1. As per item No. 35 of Schedule of Powers delegated to PWD officers, effecting since 08.03.2017, "in case of Defect Liability Period (DLP), power to sanction refund of security deposit/performance security and performance guarantee of contractors on satisfactory completion of original and repair work and after the Defect Liability Period, if any, specific in the contract and payment of final claims vest with SE instead of EE after ensuring that the relevant terms and conditions have been duly complied with".
2. Therefore, to implement the concept of Defect Liability Period (DLP) effectively and to switch over the security deposit/performance security and performance guarantee refund mechanism as per SOP, following directions are issued :-

**A. Regarding upkeep of roads during DLP :-**

- i. Inspection of works which are under Defect Liability Period (DLP) shall be done by various officers as below :-


Assistant Engineer	Executive Engineer	Superintending Engineer	Addl. Chief Engineer
Once in every month & before and after rainy season.	Once in every 2 months and before & after rainy season.	Quarterly	Whenever on tour.

- These officers will ensure to enter their comments in Defect Liability Period (DLP) register which is to be maintained by AEn (format enclosed)
- ii. The A.En. shall submit to the Engineer-in-charge the report of inspection within 7 days after the inspection.
- iii. Executive Engineer will issue notice to contracting agency in writing to maintain the road and to rectify defects as per the defects found during the inspection, within 3 days of receipt of reports in his office.
- iv. This shall be the responsibility of contracting agency to get the defects rectified and Road/Bridge/CD work maintained within 15 days of the date of issue of notice by Executive Engineer.
- v. In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge, shall serve a final notice for 15 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defects removed at the risk and cost of the contracting agency. Action such as for forfeiture of security deposit/performance security and performance guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

**B. Regarding refund of Security Deposit/Performance Security and Performance Guarantee :-**

- i. Fifteen days prior to the expiry of Defect Liability Period (DLP), Executive Engineer shall inspect the work and submit the security deposit/performance security and performance guarantee refund case along with Defect Liability Period (DLP) register to SE with his comments regarding compliance of terms & conditions of Defect Liability Period (DLP) as per agreement. SE shall examine the case and if found necessary, shall inspect the work & return the case to Executive Engineer within 10 days with his clear

- directions regarding refund of security deposit/performance security and performance guarantee.
- ii. Executive Engineer shall accordingly refund the security deposit/performance security and performance guarantee after expiry of Defect Liability Period (DLP) or issue the notice to contractor before the expiry of Defect Liability Period (DLP), as the case may be.
  3. No. security deposit/performance security and performance guarantee shall henceforth be released by Executive Engineer at his own level for the works where DLP is applicable.
  4. All concerned are directed to ensure the compliance and report.

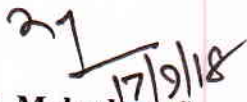
  
(M.G. Maheshwari)  
Chief Engineer (Roads)  
PWD Rajasthan, Jaipur

Date :

No.

Copy to the following for information and necessary action :-

1. P.S. to Principal Secretary, PWD Rajasthan, Jaipur.
2. P.S. to Secretary, PWD Rajasthan, Jaipur.
3. Chief Engineer (Roads/NH/PMGSY) PWD, Rajasthan, Jaipur.
4. Addl. Chief Engineer (All), PWD, Zone .....
5. Superintending Engineer (All), PWD, Circle .....
6. Executive Engineer (All), PWD, Division .....

  
(M.G. Maheshwari)  
Chief Engineer (Roads)  
PWD Rajasthan, Jaipur

## Format of DLP Register for DLP of Road/Bridge/CD Works

- 1 Name of Division :
- 2 Name of Work :
- 3 A&F Sanction : No. Date.
- 4 Stipulated dates : Start Completion
- 5 Actual Date of Completion :
- 6 Length completed : Ch. From Ch. To Length (Km.)
- 7 Date of uploading on portal :
- 8 Date of expiry of DLP :
- 9 Inspection and Rectifications :

S. No.	Date of inspection	Comments of inspecting officer with signature	Signature of contractor	Date of report to EE	Compliance of rectification with signature of AEn	Action taken against contractor if fails to rectify the defects
1	3	14	15	16	17	18

10 Date of removing from portal :

**OFFICE OF THE CHIEF ENGINEER PWD RAJASTHAN JAIPUR**

No.CE/AEn(HQ)/2021/Sec.10/D- 288

Dated 12-4-2021


**CIRCULAR- 01/2021-22**

To ensure quality of bitumen supplied over road works as procured by the contractors from empanelled private bitumen suppliers, it is directed to accept bitumen/ bitumen products procured by the contractors only from public sector refineries or from empanelled private bitumen suppliers only. Following companies are empanelled as on date in the department;

- I. Nayara Energy Ltd. Mumbai (Valid from 12.07.2018 to cont.) for Bitumen Emulsion S/C, M/C, R/C grade, Bitumen VG grade 10/30/40, CRMB-60, PMB all grade, Bitumen cutback S/C, M/C, R/C grade only.
- II. Total Oil India Pvt. Ltd (Valid from 12.07.2018 to cont.) for Bitumen Emulsion S/C, M/C, R/C grade, CRMB-60 and PMB all grade only
- III. Premium Petro Products, Jaipur valid up to 17.12.2021 for Bitumen VG-10, VG-30 and VG-40 only

It is further directed to check validity of empanelment of private bitumen suppliers well before accepting bitumen supply from them.

It is enjoined upon all field officers to comply these directions strictly. Any deviation from these directions will attract disciplinary action against liable officer.

  
(Sanjiv Mathur)  
Chief Engineer & Addl Secy  
PWD Rajasthan, Jaipur

Copy to;

1. The Chief Engineer NH/Bld/QC/PMGSY (All) PWD Rajasthan, Jaipur
2. The Additional Chief Engineer PWD Zone .....(All)
3. The Superintending Engineer PWD Circle .....(All)
4. The Executive Engineer PWD Division .....(All)
5. Circular file .....

  
(Sanjiv Mathur)  
Chief Engineer & Addl Secy  
PWD Rajasthan, Jaipur

## 2.18 Other items:

1. Door 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 engineer-in-charge may add more items as per the nature of work which seems to be covered under 5-year guarantee from the date of commissioning.

## 3. General

### 3.1 Inspection of works during Defect Liability Period:

- 3.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer- in- charge/ A.En., at least once in three months in case of all Road/Bridge/C.D.works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge 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.
- 3.1.2 One register has to be maintained by every A.EN for recording the inspection details of works in his jurisdiction under defect liability period.

### 3.2 Conditions regarding Security Deposit

#### 3.2.1 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 Engineer-in-Charge.

#### 3.2.2 Forfeiture of SD -

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

#### 3.2.3 Force Majeure -

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



सत्यमेव जयते

Manohar Kant  
IAS  
मनोहर कांत  
आई.ए.एस.

Principal Secretary

Labour, Employment &amp; Technical Education (Training)

प्रमुख शासन सचिव

श्रम, नियोजन एवं तकनीकी शिक्षा (प्रशिक्षण) विभाग

Government of Rajasthan, राजस्थान सरकार

Phone +91-141-2227811

D.O. letter no. F. (8) (U) म.सा.नि./IR/2010  
Dated 17.5.2010

My dear Atul ji,

The Building and Other Construction Workers' (Regulation of Employment and Condition of Service) Act, 1996 was enacted to regulate the employment and condition of service of the workers who are engaged in building and other construction works and to provide for their safety, help and welfare measures. The said Act of 1996, *inter alia*, provides for constitutions welfare Boards to draft and implement welfare schemes for the workers on different subjects. It also provides registration of employers (Establishments and contractors) and beneficiaries (workers).

You might be knowing that there is an act, which has attracted special attention of Hon'ble Chief Minister, Chief Secretary and Principal Secretary, Finance. etc. We need not to mention in at the implementation of the Act is going to be discussed and reviewed at state level in the near future too.

With a view of augmenting the resources of the welfare Board constituted under the Act of 1996, a separate corresponding Act, named "The Building and Other Construction Workers' Welfare Cess Act, 1996" was also enacted to provide for the levy and collection of cess on the cost of construction incurred by the employers. The cess Act, *inter alia*, provides furnishing of returns by the employer to assessing officer, assessment of cess, penalty for non-payment of cess and recovery of amount due under the Act.

Section 3(1) of Cess Act provides for levy of Cess at the rate prescribed by the Central Government. The ministry of labour, Govt. of India has notified 1% Cess rate vide its notification dated 19.9.98. The Labour Department has appointed "Assessing Officers and Cess Collectors" by notification dated 14.7.2009. The Cess Act also provides:

- (i) Where the levy of cess pertains to construction work of a Govt. or Public Sector Unit (PSU), such Govt. or PSU shall deduct or cause to be deducted the Cess payable from the bills paid for such works.
- (ii) Where the approval of construction work by a local authority is required, every application for such a approval shall be accompanied

by a DD for an amount of Cess payable on the estimated cost of construction.

- (iii) In other cases, an employer may pay amount of Cess in advance on the estimated cost of construction with the notice of the commencement of work.

Thus, the collected Cess shall be transferred by the Govt. offices, PSUs, local authorities or cess collectors to the Board in prescribed revenue head within 30 days of its collection along with the challan.

I call your attention to inform you that a writ petition (civil) no. 318/ 2006 National campaign committee. CL Labour v. Union of India & ors. is subjudice before the Hon'ble Supreme Court regarding non-implementation of the said Acts in the States and the State Govt. has to submit its affidavit before the Hon'ble SC in terms of implementation of the said Acts in the State.

Hence, you're requested to extent your full cooperation for convening frequent meetings of the concern departments, PSUs, local authorities, builders and contractors related to building and other constructions works of your division to motivate and sensitize them regarding their responsibilities for registration of establishments and beneficiaries, deduction, collection and transfer of Cess to the Board in revenue heads, so that the proper implementation of the above Acts may be carried out and the respective progress to the Hon'ble SC may also be apprised accordingly. Your early and practical suggestions are welcomed.

With regards.

Yours sincerely,

  
(Manohar Kant)

Shri Atul Sharma, IAS,  
Divisional Commissioner,  
Ajmer (Raj.).

# कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक: -अ.मु.अ.(प्ला.)/अ.अ.,एस.एस&सी/परिपत्र/2021-22/डी- 21

दिनांक

11/3/2022

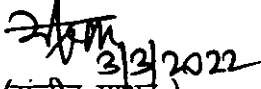
## परिपत्र

संविदात्मक करार जो कि राज्य सरकार या पब्लिक सेक्टर द्वारा संवेदक के साथ किये जाते हैं, उनमें मतभेद होने पर निर्णयार्थ मध्यस्थ को भेजे जाने का प्रावधान रखा जाता है। माध्यस्थम् एवं सुलह अधिनियम 1996 में वर्णित माध्यस्थम् (Arbitration) प्रक्रिया अत्यन्त खर्चीली है तथा मध्यस्थ (Arbitrator) द्वारा पारित अवार्ड को चुनौती देने के प्रावधान भी सीमित है जिससे राज्य के हित विपरीत रूप से प्रभावित होते हैं। इस तथ्य को दृष्टिगत रखते हुए महाधिवक्ता माननीय राजस्थान उच्च न्यायालय द्वारा मुख्य सचिव महोदय को प्रेषित पत्र दिनांक 08.08.2019 से संविदात्मक करारों से माध्यस्थम् क्लॉज को हटाने का अभिमत दिया गया। महाधिवक्ता ने वाणिज्यिक न्यायालय एक्ट 2015 की ओर भी ध्यान आकर्षित कराते हुए यह राय दी है कि वर्तमान में समस्त वाणिज्यिक मतभेदों को वाणिज्यिक न्यायालय से निर्णित कराया जाना राज्य हित में होगा।

महाधिवक्ता के द्वारा दिये गये उक्त सुझावों के परिप्रेक्ष्य में माध्यस्थम् एवं सुलह अधिनियम 1996 एवं वाणिज्यिक न्यायालय अधिनियम 2015 के प्रावधानों के संदर्भ में प्रयोज्यता बाबत् राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंधों में **Deletion of Arbitration Clause** के संबध मे प्रस्ताव वित्त विभाग को प्रेषित करने पर वित्त विभाग की वित्त (जी एण्ड टी) शाखा द्वारा PWF & AR में माध्यस्थम् का प्रावधान नहीं होने का उल्लेख किया है।

तदनुसार निर्देशित किया जाता है कि चूंकि PWF & AR में मध्यस्थता का प्रावधान नहीं है अतः भविष्य में किये जाने वाले समस्त अनुबंधों में माध्यस्थम् का क्लॉज नहीं रखा जाये। यदि किररी प्रकरण विशेष में माध्यस्थम् क्लॉज रखा जाना आवश्यक हो तो ऐसे प्रकरण मे वित्त विभाग की पूर्व अनुमति से ही माध्यस्थम् करार रखा जाना वांछनीय होगा।

राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबन्ध के सम्बन्ध में विवाद होने की स्थिति में वाणिज्यिक न्यायालय/सक्षम सिविल न्यायालय के निर्णय मान्य होंगे, ऐसा प्रावधान अनुबंधों में रखा जायें।

  
3/3/2022  
(संजीव माथुर)

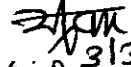
मुख्य अभियन्ता (पथ) एवं अति.सचिव  
सा.नि.वि., राजस्थान, जयपुर

क्रमांक: -अ.मु.अ.(प्ला.)/अ.अ.,एस.एस&सी/परिपत्र/2021-22/डी-2।

दिनांक- 07/03/2022

प्रतिलिपी सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, प्रमुख शासन सचिव, वित्त विभाग, शासन सचिवालय, राजस्थान, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सा.नि.वि., शासन सचिवालय, राजस्थान, जयपुर।
3. निजी सचिव, शासन सचिव, सा.नि.वि., शासन सचिवालय, राजस्थान, जयपुर।
4. निजी सचिव, मुख्य अभियन्ता एवं अति. शासन सचिव, सा.नि.वि., राजस्थान, जयपुर।
5. मुख्य अभियन्ता, पथ/भवन/एन-एच/गुणवत्ता नियंत्रण/पीएमजीएसवाई/विद्युत सा.नि. वि., राजस्थान।
6. प्रबंध निदेशक आरएसआरडीसी लिमिटेड जयपुर।
7. निजी सचिव, वित्तीय सलाहकार, सा.नि.वि., जयपुर।
8. संयुक्त विधि परामर्शी, सा.नि.वि., जयपुर।
9. अतिरिक्त मुख्य अभियन्ता समस्त, सा.नि.वि., राजस्थान।
10. अधीक्षण अभियन्ता समस्त, सा.नि.वि., राजस्थान।
11. मुख्य लेखाधिकारी/लेखाधिकारी/सहायक लेखाधिकारी/खण्डिय लेखाधिकारी/खण्डीय लेखाकार (मुख्यालय/समस्त संभाग/वृत्त कार्यालय/खण्ड कार्यालय, सा.नि.वि., राजस्थान।
12. अधिशाषी अभियन्ता समस्त, सा.नि.वि., राजस्थान।
13. संयुक्त निदेशक (सिस्टम ऐनालिस्ट) सा.नि.वि. को भिजवाकर लेख है कि उक्त परिपत्र को सा.नि.वि. की वेबसाईट पर अपलोड करने का श्रम करें।

  
31/3/2022  
(संजीव माथुर)

मुख्य अभियन्ता (पथ) एवं अति. सचिव  
सा.नि.वि., राजस्थान, जयपुर



सत्यमेव जयते

राजस्थान राजपत्र  
विशेषांक

साधिकार प्रकाशित

RAJASTHAN GAZETTE  
Extraordinary

Published by Authority

आश्विन 30, शुक्रवार, शाके 1943-अक्टूबर 22, 2021  
Asvina 30, Friday, Saka 1943- October 22, 2021

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

**FINANCE (G&T) DEPARTMENT**

NOTIFICATION

**Jaipur, October 22, 2021**

**G.S.R.364** .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

**1. Short title and commencement.-** (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

**2. Insertion of new rule 75A.-** After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

**"75A. Additional Performance Security.-** (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**Explanation :** For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

**[No. F.2(1)FD/G&T(SPFC)/2017]**  
**By Order of the Governor,**

Vimal Kumar Gupta,  
**Joint Secretary to the Government.**

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राज्य केन्द्रीय मुद्रणालय, जयपुर।

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक: मु.अ./अनु. ग्यारह/जीएसटी/2023-24/डी-44

दिनांक 04/05/23

परिपत्र

विषय:- सार्वजनिक निर्माण विभाग की बोलियों में लागत एवं जीएसटी की राशि पृथक से प्रदर्शित करने बाबत दिशा निर्देश।

वर्तमान में 5.00 लाख रु. तक की बोलियां ऑफ लाईन लिफाफे में प्राप्त की जाती हैं तथा 5.00 लाख रु. से अधिक राशि की बोलियां e-proc Portal पर ई-टेंडरिंग व्यवस्था से आमंत्रित की जाती हैं जिसमें जी-शिड्यूल जो विडिंग के लिए बोली दस्तावेज में शामिल किया जाता है / e-proc Portal पर अपलोड किया जाता है, उसमें बीएसआर दरें जीएसटी सहित होती हैं तथा अलग से कोई जीएसटी देय नहीं होती है।

संवेदकों द्वारा निरन्तर उठाई जा रही मांग अनुसार प्रशासनिक विभाग द्वारा इसमें परिवर्तन कर सार्वजनिक निर्माण विभाग की बोलियों में लागत एवं जीएसटी की राशि पृथक से प्रदर्शित करने हेतु सहमति हुई है।

बजट घोषणा 2023-24 एवं अन्य स्वीकृत कार्यों की निविदाएं आमंत्रित की जा चुकी हैं एवं पूर्व की भांति सार्वजनिक निर्माण विभाग की बोलियों में जीएसटी सहित जी-शिड्यूल अपलोड किया जा चुका है।

अतः सार्वजनिक निर्माण विभाग की बोलियों में लागत एवं जीएसटी की राशि पृथक से प्रदर्शित करने के परिवर्तन को प्रभावी करने हेतु निम्नानुसार निर्देश प्रसारित किये जाते हैं, जो कि उपापन संस्थाओं / बोली जारी करने वाले प्राधिकारियों द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के प्रावधानों के अनुरूप corrigendum जारी कर निविदाओं का भाग बनाया जावेगा:-  
जिन बोलियों में बीओक्यू अपलोड की जा चुकी है:-

1. जी-शिड्यूल राशि जो बीओक्यू में अपलोड की जा चुकी है, उसको निम्नानुसार दर्शाया जाना माना जावेगा-

- यदि एच-शिड्यूल / जी-शिड्यूल में प्रदर्शित आइटम की दरों में अधिक/कम Tender premium (TP) लगाने के उपरान्त भुगतान योग्य राशि ("ए") 100/- रु. है तो इसका विभाजन निम्नानुसार माना जावे:-

(अ) लागत राशि रु. = 84.74576271

(ब) जीएसटी राशि रु. = 15.25423729

2. जीएसटी की कटौतियां, लागत राशि पर ही की जायेगी जैसा कि बिन्दू संख्या 1 पर उदाहरण स्वरूप 84.74576271 रु. प्रदर्शित है।

3. जी-शिड्यूल में जो दरें अंकित हैं वे अभी भी जीएसटी सहित है अतः भुगतान के समय इन दरों को निम्नानुसार दर्शाया जाना माना जावेगा:-

- यदि एच-शिड्यूल / जी-शिड्यूल में प्रदर्शित आइटम की दरों में अधिक/कम Tender premium (TP) लगाने के उपरान्त भुगतान योग्य राशि "ए" है तो

(अ) लागत दर रु. =  $0.8474576271 \times 'ए' = (100/118 \times 'ए')$

(ब) जीएसटी दर रु. =  $0.1525423729 \times 'ए' = (\text{लागत दर (अ)} \times 18/100)$

Signature valid

Digitally signed by Saniv Mathur  
Designation: Chief Engineer  
Date: 2023.05.04 17:46:32 IST  
Reason: Approved

RajKaj Ref No. : 3700775



विल बनाते समय प्रत्येक कार्य की लागत दर की गणना इसी अनुसार की जावेगी तथा 18 प्रतिशत जीएसटी की गणना लागत दर (अ) पर दी जाएगी व देय होगी। साथ ही, जैसा कि पूर्व में विभागीय दिशा निर्देश क्रमांक CE/FA/XI/2023-24/3348 दिनांक 07.04.2023 जारी किये जा चुके हैं, जीएसटी की स्रोत पर कटौती लागत दर (अ) पर किया जाना सुनिश्चित किया जावे।

**जिन बोलियों में बीओक्यू अब अपलोड किया जाना है:-**

जिन बोलियों में बीओक्यू अब अपलोड किया जाना है उनमें बीओक्यू की दरें जीएसटी रहित ली जावें अर्थात् वर्ष 2022-23 की बीएसआर के प्रत्येक आईटम पर 18 प्रतिशत राशि कम करके बीओक्यू अपलोड किया जावे, यह व्यवस्था नवीन बीएसआर वर्ष 2023-24 जारी होने तक ही लागू रहेगी। उक्त प्रकार से कम की गई राशि में टेण्डर प्रीमियम कम या अधिक करने के पश्चात् प्राप्त राशि का 18 प्रतिशत जीएसटी जोड़कर कार्यादेश राशि का निर्धारण किया जावे।

उदाहरणार्थ:- यदि जीएसटी रहित कुल बीओक्यू राशि 100 रु है तथा टेण्डर प्रीमियम इस राशि से 10 प्रतिशत कम प्राप्त होता है तो ऐसी स्थिति में 100 रु. में से 10 प्रतिशत टेण्डर प्रीमियम की राशि घटाने के उपरान्त प्राप्त कुल राशि 90 रु. का 18 प्रतिशत अर्थात्  $90 \times 18 / 100 = 16.2$  जोड़कर कुल 106.2 रु. का कार्यादेश जारी किया जावेगा।

उक्तानुसार 18 प्रतिशत राशि का संवेदकों को पृथक से भुगतान करने की प्रक्रिया अमल में लाई जावे।

उक्त दिशा निर्देश तत्काल प्रभाव से लागू होंगे।

यह दिशा निर्देश प्रशासनिक विभाग से अनुमोदन उपरान्त जारी किये जाते हैं।

(संजीव माथुर)

मुख्य अभियन्ता एवं अति. सचिव  
सा.नि.वि. राज. जयपुर

दिनांक: 04/05/23

क्रमांक: मु.अ./अनु. ग्यारह / जीएसटी/डी-44

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु:-

1. निजी सचिव, अतिरिक्त मुख्य सचिव, वित्त विभाग, राजस्थान, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सा.नि.वि. राजस्थान, जयपुर।
3. मुख्य अभियन्ता एवं अतिरिक्त सचिव, सा.नि.वि. राजस्थान, जयपुर।
4. मुख्य अभियन्ता- पथ, भवन, पीएमजीएसवाई, विद्युत, गुण नियंत्रण, सा.नि.वि. राजस्थान, जयपुर।
5. वित्तीय सलाहकार, वित्तीय सलाहकार (पीपीपी) सा.नि.वि. राजस्थान, जयपुर।
6. अतिरिक्त मुख्य अभियन्ता, सा.नि.वि. संभाग..... (समस्त)
7. अधीक्षण अभियन्ता, सा.नि.वि. वृत्त ..... (समस्त)
8. अधिशासी अभियन्ता, सा.नि.वि. खण्ड ..... (समस्त)
9. जिला कोषाधिकारी, कोष कार्यालय..... (समस्त)

(रमेश साँखला)

वित्तीय सलाहकार

सा.नि.वि. राज. जयपुर  
Signature valid

Digitally signed by Saniv Mathur  
Designation: Chief Engineer  
Date: 2023.05.04 17:46:32 IST  
Reason: Approved

RajKaj Ref No. : 3700775



# कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक: मु.अ./अनु. ग्यारह/जीएसटी/2023-24/डी-1/PA cell - 11

दिनांक 25.05.2023

## आदेश

विषय:- सार्वजनिक निर्माण विभाग की बोलियों में लागत एवं जीएसटी की राशि पृथक-पृथक से प्रदर्शित करने बाबत दिशानिर्देश।

विभाग के परिपत्र क्रमांक मु.अ./अनु.-ग्यारह/जीएसटी/2023-24 डी-44 दिनांक 04.05.2023 के द्वारा निर्देश जारी किये गये थे। इन दिशानिर्देशों में बोलियों को दो तरह की श्रेणियों में विभक्त किया जाकर GST की कटौतियाँ करने के बाबत प्रक्रिया का विवरण प्रदर्शित किया गया था।

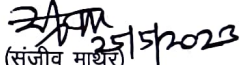
विभागीय परिपत्र क्रमांक मु.अ./अनु.-ग्यारह/जीएसटी/2023-24 डी-44 दिनांक 04.05.2023 में बोलियों की दो प्रकार की श्रेणियाँ वर्णित है:-

1. जिन बोलियों में BOQ upload की जा चुकी है।
2. जिन बोलियों में BOQ अब upload किया जाना है।

प्रथम श्रेणी के प्रकरणों में जिनमें बोलियों में **BOQ upload** की जा चुकी है, में संदर्भित परिपत्र के अनुसार गणना कर pass order में GST की जाने वाली कटौतियाँ की गणना शुद्ध बिल राशि के स्थान पर GST रहित लागत राशि = शुद्ध बिल राशि x 100/118 के आधार पर गणना की जावे। इस गणना के अनुसार प्राप्त होने वाली राशि के आधार पर GST की कटौती GWMS के द्वारा प्राप्त होने वाले बिल में संशोधन कर बिल पारित किया जावे। तत्पश्चात् WAM पर online बिल को fetch कर कटौतियों की राशि उपरोक्तानुसार गणना कर WAM पर feed की जावे।

द्वितीय श्रेणी के प्रकरणों में जिनमें बोलियों में **BOQ अब upload** किया जाना है, के संबंध में निर्देश प्रदान किये जाते हैं कि वर्तमान में GWMS में शुद्ध बिल राशि के अतिरिक्त अन्य किसी भी प्रकार की राशि को जोड़ने का प्रावधान नहीं होने से पृथक से GST राशि को जोड़ा जाना संभव नहीं है। GWMS के प्रोग्राम में अपेक्षित बदलाव करने में समय लगने की संभावना है, अतः जब तक GWMS में उक्त प्रावधान नहीं होता तब तक सभी बीओक्यू वर्तमान में प्रचलित बीएसआर (Rates including GST) की दरों पर तैयार की जाकर निविदाओं में अपलोड की जावे और बिलों के भुगतान में प्रथम श्रेणी के निर्देशों के अनुरूप कार्यवाही करें।

अतः उक्त परिपत्र क्रमांक मु.अ./अनु.-ग्यारह/जीएसटी/2023-24 डी-44 दिनांक 04.05.2023 के "जिन बोलियों में बीओक्यू अब अपलोड किया जाना है", के संबंध में दिये गये निर्देशों को स्थगित रखा जावे।

  
(संजीव माथुर)

मुख्य अभियन्ता एवं अति. सचिव  
सा.नि.वि. राज. जयपुर

क्रमांक: मु.अ./अनु. ग्यारह/जीएसटी/डी-

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु:-

1. निजी सचिव, अतिरिक्त मुख्य सचिव, वित्त विभाग, राजस्थान, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सा.नि.वि. राजस्थान, जयपुर।
3. मुख्य अभियन्ता एवं अतिरिक्त सचिव, सा.नि.वि. राजस्थान, जयपुर।
4. मुख्य अभियन्ता- पथ, भवन, पीएमजीएसवाई, विद्युत, गुण नियंत्रण, सा.नि.वि. राजस्थान, जयपुर।
5. वित्तीय सलाहकार, वित्तीय सलाहकार (पीपीपी) सा.नि.वि., राजस्थान, जयपुर।
6. अतिरिक्त मुख्य अभियन्ता, सा.नि.वि. संभाग..... (समस्त)
7. अधीक्षण अभियन्ता, सा.नि.वि. वृत्त ..... (समस्त)
8. अधिशाषी अभियन्ता, सा.नि.वि. खण्ड ..... (समस्त)
9. जिला कोषाधिकारी, कोष कार्यालय..... (समस्त)

दिनांक:

  
25/5/2023

(रमेश साँखला)  
वित्तीय सलाहकार  
सा.नि.वि. राज. जयपुर

**CIRCULAR**

Sub:- Regarding fixing of Information Board on road works sanctioned under State schemes.

As all are already aware that information boards are to be fixed on all roads sanctioned for development before the start of work. Hence all are once again directed to ensure fixing of **Citizen Information Boards** in specified size and format as per enclosed sample formats A&B, (may modify according to nature of work), at the start and end point of the sanctioned road work for road length upto 10.00 km and at every 5 km interval in addition to start and end for the road works having sanctioned length greater than 10.00 kms. Boards should be fixed on the road at distinctly visible location.

These directions will be applicable for ongoing works as well as for future works with immediate effect.

Encl: As above

(Sanjiv Mathur)  
Chief Engineer & Addl. Secy.  
PWD, Rajasthan, Jaipur

Copy to the following for information and necessary action:-

1. P.S. to Pr. Secy, PWD, Rajasthan, Jaipur
2. P.S. to Secy, PWD, Rajasthan, Jaipur
3. Chief Engineer (PMGSY/QC/NH/Building) PWD, Rajasthan, Jaipur
4. SE (Roads), PWD Rajasthan, Jaipur
5. Additional Chief Engineer, PWD Zone.....(All)
6. Superintending Engineer, PWD Circle.....(All)
7. Executive Engineer, PWD Division.....(All)

Signature valid

Chief Engineer & Addl. Secy.  
Digital Sign by Sanjiv Mathur  
Designation: Chief Engineer  
Date: 2023.02.14 11:09:35 IST  
Reason: Approved



75 50  
मिमी. मिमी.

900 मिमी.

50 75  
मिमी. मिमी.

75 मिमी.  
50 मिमी.

100 मिमी. हेडिंग की पट्टी

25 मिमी. अक्षरों की ऊँचाई

17 मिमी. अक्षरों की ऊँचाई

25 मिमी. उप हेडिंग के अक्षरों की ऊँचाई

15 मिमी. रंगीन पट्टी

635 x 870 मिमी. सूचना पट्ट

(5 मिमी. मोटी) स्टील प्लेट

प्रबलित या गैर प्रबलित उचित मोटाई की सी आर/जी आई शीट

## राजस्थान सरकार सार्वजनिक निर्माण विभाग

योजना का नाम : .....

कार्य का नाम : .....

स्वीकृत राशि रू. : ..... स्वीकृत लम्बाई ..... किमी.

संवेदक : .....

कार्यदिश राशि : ..... लाख

कार्य प्रारम्भ करने की निर्धारित तिथि : .....

कार्य पूर्ण करने की निर्धारित तिथि : .....

कार्यकारी एजेंसी : सा.नि.वि. खण्ड : .....

अधिष्ठापी अभियन्ता : ..... मो.

सहायक अभियन्ता : ..... मो.

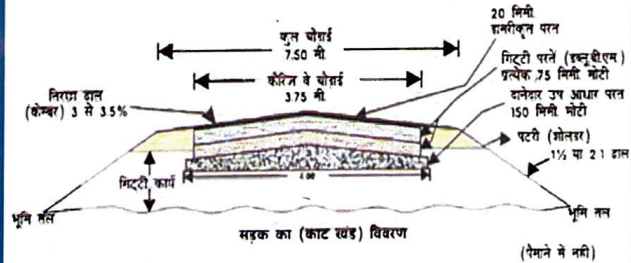
कनिष्ठ अभियन्ता : ..... मो.

गारन्टी अवधि : कार्य समाप्ति की तिथि के बाद 5 वर्ष तक

750 मिमी.

50 मिमी.

## प्रस्तावित कार्य का चित्रण व विवरण



750 मिमी.

75 मिमी. स्क्वेयर या 75 मिमी. व्यास की स्टील ट्यूब

50 मिमी.  
75 मिमी.

900 मिमी.

650 मिमी.

60 x 60 x 75 सेमी. की सीमेंट कंक्रीट की नींव

भूमि तल

बोर्ड 'ए'

75 50  
मिमी. मिमी.

900 मिमी.

50 75  
मिमी. मिमी.

100 मिमी. हेडिंग की पट्टी

25 मिमी. अक्षरों की ऊँचाई

17 मिमी. अक्षरों की ऊँचाई

25 मिमी. उप हेडिंग के अक्षरों की ऊँचाई

15 मिमी. रंगीन पट्टी

635 x 870 मिमी. सूचना पट्ट

(5 मिमी. मोटी) स्टील प्लेट

प्रबलित या गैर प्रबलित उचित मोटाई की सी आर/जी आई शीट

ऊपर अनुसार विज्ञापितियाँ

75 मिमी. स्क्वेयर या 75 मिमी. व्यास की स्टील ट्यूब

## राजस्थान सरकार सार्वजनिक निर्माण विभाग

योजना का नाम : .....

कार्य का नाम : .....

स्वीकृत राशि रु. : ..... स्वीकृत लम्बाई ..... किमी.

संवेदक : .....

कार्यदिश राशि : ..... लाख

कार्य प्रारम्भ करने की निर्धारित तिथि : .....

कार्य पूर्ण करने की निर्धारित तिथि : .....

कार्यकारी एजेन्सी : सा.नि.वि. खण्ड : .....

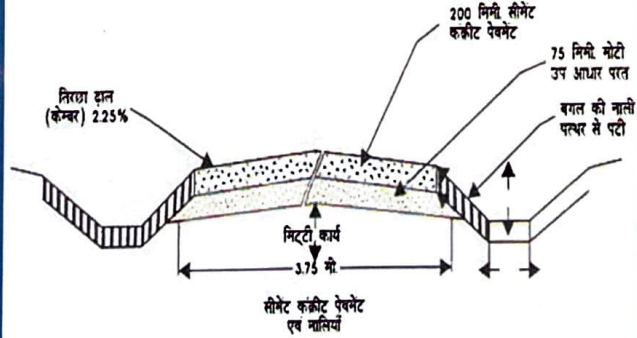
अधिकाधी अभियन्ता : .....मो. ....

सहायक अभियन्ता : .....मो. ....

कनिष्ठ अभियन्ता : .....मो. ....

गारन्टी अवधि : कार्य समाप्त की तिथि के बाद 5 वर्ष तक

## प्रस्तावित कार्य का चित्रण व विवरण



बोर्ड 'ए'

75 मिमी.  
50 मिमी.

750 मिमी.

50 मिमी.

750 मिमी.

50 मिमी.  
75 मिमी.

650 मिमी.

900 मिमी.

60 x 60 x 75 सेमी. की  
सीमेंट कंक्रीट की नींव

भूमि तल



राजस्थान सरकार  
वित्त (वित्तीय नियम) विभाग



क्रमांक : प. 6 (2) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.06.2024

आदेश

विषय : लोक निर्माण वित्तीय एवं लेखा नियम भाग-II के परिशिष्ट-XVI में संशोधन।

राज्यपाल महोदय लोक निर्माण वित्तीय एवं लेखा नियमों के भाग-II के परिशिष्ट-XVI में निम्नांकित संशोधन करने के आदेश एतद्वारा प्रदान करते हैं:-

- The existing Item I.2 of Section I - General Conditions shall be substituted as under :-  
"I.2 The application form can be obtained from enlisting authority on non-refundable cash/online payment of Rs. 500/-."
- The existing Item I.16 of Section I - General Conditions shall be substituted as under :-  
"I.16 **GST Clearance Certificate** : All the contractors are required to submit copy of last three months/last quarter GST return submitted by contractor in the end of September every year. The contractors, who fails to submit the GST return will be liable to be removed from the approved list of contractors."
- The existing Item II.3 of Section II - Civil Contractors shall be substituted as under :-  
"II.3 **Extent upto which qualified to tender** : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of Contractor	Extent upto which qualified to tender for any work
1	2	3
1.	"AA" Class	Any Amount
2.	"A" Class	Upto Rs. 10.00 crores
3.	"B" Class	Upto Rs. 5.00 crores
4.	"C" Class	Upto Rs. 1.50 crores
5.	"D" Class	Upto Rs. 30.00 lacs"

- The existing Item II.4 of Section II - Civil Contractors shall be substituted as under :-  
"II.4 **Registration (Enlistment) fee and Security Deposit for Enlistment** : Contractors desiring enlistment in any class shall pay Registration Fee (non-refundable) as mentioned in column 3 and Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposits/FDR of Nationalised /Schedule Bank (Rs. in lac)
1	2	3	4
1.	AA Class	Rs. 45,000	12.00
2.	A Class	Rs. 33,750	6.00
3.	B Class	Rs. 22,500	3.00
4.	C Class	Rs. 9,000	1.50
5.	D Class	Rs. 4,500	0.75"

- 2 -

5. The existing Item III.3 of Section III - Contractors for Furniture and Joinery Works shall be substituted as under :-

**"III.3 Extent upto which qualified to tender :** The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of contractors	Extent upto which qualified to tender in each case
1	2	3
1.	"F I" Class	Any amount
2.	" F II" Class	Upto Rs. 15.00 lac
3.	"F III" Class	Upto Rs. 7.50 lac
4.	"F IV" Class	Upto Rs. 3.00 lac

6. The existing Item III.4 of Section III - Contractors for Furniture and Joinery Works shall be substituted as under :-

**"III.4 Registration (Enlistment) Fee and Security Deposit for Enlistment :**

Contractors for furniture & joinery works desiring enlistment in any class would have to pay Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank
1	2	3	4
1.	"F I" Class	Rs. 9000	Rs. 1,50,000
2.	"F II" Class	Rs. 4500	Rs. 60,000
3.	"F III" Class	Rs. 2250	Rs. 30,000
4.	"F IV" Class	Rs. 1125	Rs. 15,000"

7. The existing Item IV.3 of Section IV - Contractors for Electrical Works shall be substituted as under :-

**"IV. 3 Extent upto which qualified to tender :** The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Classes	Extent upto which qualified to tender in each Circle
1	2	3
1.	E-xy I	Any amount
2.	E-xy II	Upto Rs. 50 lakhs
3.	E-xy III	Upto Rs. 20 lakhs
4.	E-xy IV	Upto Rs. 7.50 lakhs"

- 3 -

8. The existing Item IV.4 of Section IV - Contractors for Electrical Works shall be substituted as under :-

**"IV.4 Registration (Enlistment) Fee and Security Deposit for enlistment :** Contactor for electrical works desiring enlistment in any class shall have to make Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of the following table along with the application form (RPWA 108):

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank
1	2	3	4
1.	E-xy I	Rs. 9000	Rs. 1,50,000
2.	E-xy II	Rs. 4500	Rs. 60,000
3.	E-xy III	Rs. 2250	Rs. 30,000
4.	E-xy IV	Rs. 1125	Rs. 15,000"

9. The following last paragraph of Item IV.6 of Section IV - Contractors for Electrical Works shall be deleted :-

*"The enlisted contractors have to submit experience and quantum of work after every 3 years. If specified experience of work will not be executed by the contractor his registration will be cancelled."*

10. The existing Item V.3 of Section V - Sanitary, Pipe Fitting and Plumbing Works Contractors shall be substituted as under :-

**"V.3 Extent upto which qualified to tender :** The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of contractors	Extent upto which qualified to tender in each case
1	2	3
1.	"S I" Class	Any amount
2.	"S II" Class	Upto Rs. 15.00 lac
3.	"S III" Class	Upto Rs. 7.50 lac
4.	"S IV" Class	Upto Rs. 3.00 lac"

11. The existing Item V.4 of Section V - Sanitary, Pipe Fitting and Plumbing Works Contractors shall be substituted as under :-

**"V.4 Registration (Enlistment) Fee and Security Deposit for Enlistment :** Contractors for sanitary, pipe fitting and plumbing works desiring enlistment in any class would have to pay Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised /Schedule Bank
1	2	3	4
1.	"S I" Class	Rs. 9000	Rs. 1,50,000
2.	"S II" Class	Rs. 4500	Rs. 60,000
3.	"S III" Class	Rs. 2250	Rs. 30,000
4.	"S IV" Class	Rs. 1125	Rs. 15,000"

12. The existing Item VI.3 of Section VI - Contractors for Painting Works shall be substituted as under :-

**"VI.3 Extent upto which qualified to tender :** The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below :

S.No.	Class of contractors	Extent upto which qualified to tender in each case
1	2	3
1.	"P I" Class	Any Amount
2.	"P II" Class	Upto Rs. 15.00 lacs
3.	"P III" Class	Upto Rs. 7.50 lacs
4.	"P IV" Class	Upto Rs. 3.00 lacs"

13. The existing Item VI.4 of Section VI - Contractors for Painting Works shall be substituted as under :-

**"VI.4 Registration (Enlistment) Fee and Security Deposit for Enlistment :** Contractors for painting works desiring enlistment in any class would have to pay Registration Fee (non-refundable) as mentioned in column 3 and deposit of Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 108).

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised / Schedule Bank
1	2	3	4
1.	"P I" Class	Rs. 9000	Rs. 1,50,000
2.	"P II" Class	Rs. 4500	Rs. 60,000
3.	"P III" Class	Rs. 2250	Rs. 30,000
4.	"P IV" Class	Rs. 1125	Rs. 15,000"

14. The existing Item VII.1 of Section VII - Performance of Contractors shall be substituted as under :-

**"VII.1** The Certificate regarding Workmanship and quality of work done by Contractors shall be granted by the authority Engineer/Engineer incharge of the work. Each Officer shall maintain a register showing the enlistment of various Contractors under different classes. Whenever Contractors are black-listed, removed, demoted or temporarily suspended from the Register of Contractor, remarks shall be made in the register against the Contractor concerned and copy of order shall be sent to all Engineering Departments."



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15. The existing point (iv) and (v) of Item VIII.3 of Section VIII - Removal from the Register shall be substituted as under :-
- "(iv) fails to secure any contract during the period of last two consecutive years,
- (v) fails to furnish the required 3 months/last quarter GST return as required under these rules,"
16. यह आदेश जारी होने की दिनांक से होने वाले नवीन पंजीयन हेतु Application Form Fee रुपये 500/- होगी।
17. विद्यमान पंजीकृत संवेदकों से बढ़ी हुई registration fees नहीं ली जायेगी, तथापि इन नियमों के अधीन किसी भी कारण से renewal of provisional enlistment or renewal of enlistment करवाने पर परिशिष्ट-XVI के बिंदु I.5 के प्रावधानानुसार बढ़ी हुई फीस का 20 प्रतिशत भुगतान करना होगा।
18. संबंधित Enlisting Authority वर्तमान में पंजीकृत संवेदकों से बढ़ी हुई सिक्यूरिटी डिपोजिट की अन्तर राशि आदेश जारी होने की दिनांक से 6 माह में जमा किया जाना सुनिश्चित करेंगे, तब तक वर्तमान में पंजीकृत संवेदक बढ़ी हुई सीमा के अनुसार निविदा में भाग ले सकेंगे। यदि विद्यमान पंजीकृत संवेदक उक्त अन्तर राशि आदेश जारी होने की दिनांक से 6 माह के भीतर जमा कराने में विफल रहता है तो उसका रजिस्ट्रेशन निरस्त समझा जावेगा।

(देबाशीष पृष्ठी)

शासन सचिव, वित्त (बजट)

27.06.2024

प्रतिलिपि निम्नलिखित को सूचनार्थ, आवश्यक कार्यवाही एवं अपने अधीनस्थ कार्यालयों को सूचित करने हेतु प्रेषित है :-

1. अति.मुख्य सचिव/प्रमुख सचिव, माननीय राज्यपाल/माननीय मुख्यमंत्री महोदय, राजस्थान।
2. समस्त विशिष्ट सहायक/निजी सचिव, समस्त मंत्रीगण/राज्य मंत्रीगण।
3. वरिष्ठ उप सचिव, मुख्य सचिव, राजस्थान।
4. निजी सचिव, समस्त अति. मुख्य सचिव/ प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
5. प्रधान महालेखाकार, राजस्थान, जयपुर।
6. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
7. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर।

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8. मुख्य अभियंता एवं अतिरिक्त सचिव/मुख्य अभियंता, समस्त निर्माण विभाग राजस्थान।
9. वित्तीय सलाहकार, समस्त निर्माण विभाग राजस्थान।
10. कोषाधिकारी समस्त।
11. कार्मिक एवं प्रशासनिक सुधार विभाग(कोडीफिकेशन) अतिरिक्त प्रति सहित।
12. तकनीकी निदेशक, वित्त विभाग को भेजकर लेख है कि वित्त (समन्वय) विभाग के आदेश संख्या प. 17 (1) वित्त (समन्वय)/04 दिनांक 22.6.2004 के क्रम में इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावे।

प्रतिलिपि निम्नांकित को भी आवश्यक कार्यवाही एवं सूचनार्थ प्रेषित है :-

1. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर।
2. पंजीयक, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
3. सचिव, राजस्थान लोक सेवा आयोग, अजमेर।
4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. पंजीयक, राजस्थान सिविल सेवा अपील अधिकरण।

संयुक्त शासन सचिव

(PWF&AR - 98 / 2024)

**OFFICE OF THE CHIEF ENGINEER P.W.D. RAJASTHAN, JAIPUR**

No.

Date

**CIRCULAR**

**Subject: Design of Road & Adoption of Specifications and Defect Liability Period (DLP)**

In light of the ongoing efforts to enhance road infrastructure and ensure long-term serviceability, the following directives are issued to all Technical Sanctioning Authorities of the department. These guidelines are intended to improve the overall quality and performance of roadworks, particularly with respect to design life, traffic capacity, material standards, and maintenance protocols during the Defect Liability Period (DLP).

**1. Design Considerations for Roadworks**

The design of roads shall adhere to the following key principles:

- (a) **Width of Carriageway:** Following PCU parameters at commencement of project shall be adhered:
- For traffic volumes up to 1,000 PCUs, a single lane (3.75 m) is required.
  - 1,000–2,500 PCUs - Intermediate lane (5.50 m)
  - 2,500–7,500 PCUs- Two lanes (7.00 m)
  - 7,500–10,000 PCUs- Two lanes with paved shoulder (10.00 m)
  - Above 10,000 PCUs- planning of Four lanes shall be initiated
- (b) **Axle Load Survey:** Ensure that accurate axle load surveys are conducted to determine the Vehicle Damage Factor (VDF) and the design traffic in MSA (Million Standard Axles) for heavy traffic loading areas such as mining roads or other important road sections.
- (c) **Design Life:**
- (i) For State Highways (SH), and Major District Roads (MDR), the design life shall be 15 years.
  - (ii) For Rural Roads (ODR & VR), the design life of 10 years to be considered.
- (d) **Overlay Design for Existing Roads:** For strengthening of existing pavements, use Benkelman Beam Deflection (BBD) or Falling Weight Deflectometer (FWD) to determine the overlay thickness as per the stipulations in IRC:81& IRC:115.

**Signature valid**

**2. Specifications and Standards**

All road works must comply with the IRC codes and relevant MoRTH/MoRD specifications i.e. for ODR & VR MoRTH specifications shall be followed and MDR specifications shall be applicable of SH and MDR category of roads with latest IRC codes and

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guidelines as applicable. Additionally, all designs must account for the California Bearing Ratio (CBR) of the embankment/sub-grade and traffic volume projections.

### 3. Technical Sanction Documentation:

- (i) While issuing technical sanctions, the technical note / detail should invariably include present PCUs, Projected Traffic, Design life, MSA considered & lane configuration. Department should undertake periodical traffic surveys and form data base of SH/MDR roads.
- (ii) A certificate that relevant provision of the specifications and standards in the technical estimate has been catered should be given.
- (iii) For renewal of the existing SH&MDR roads, a single layer of Bituminous concrete i.e. B.C. having thickness not less than 30 mm shall be laid. In no case open graded premix carpet shall be permitted.
- (iv) For renewal on ODR & VR category of roads open graded premix carpet with seal coat shall be adopted. If the existing wearing course is superior than the open graded premix carpet than the composition of new wearing course shall be similar to the existing wearing course.
- (v) The wearing course for any type of roads works having design traffic more than 2 MSA, BC wearing course shall be provided not less than minimum 30 mm thickness. For all other ODR and VR roads having less traffic (< 2 msa ) rural road specification shall be followed.
- (vi) For centrally sponsored scheme / project such as PMGSY roads / CRIF works, the roads should be constructed in accordance with the guidelines of the respective schemes.
- (vii) For the region having low CBR values, new material and methodologies for which guidelines are issued by IRC shall be considered while preparing the technical estimates.
- (viii) Maintenance during DLP should be ensured regularly as per the contract provisions and same shall be monitored through PWD SEWA app.
- (ix) All circulars issued by PWD from time to time related to Quality of works are to be duly complied by the Departments/ Undertaking/ Authority under administrative control of PWD.
- (x) **Defect Liability Period (DLP):** - A Defect Liability Period of a set time frame after a construction project is completed during which the contractor is responsible for rectifying defects or issues at their own cost and providing approvals for issues with the construction workmanship and materials. The

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Date: 2025.03.28 16:06:06 IST  
Address: Approved

DLP clause in the contract ensures that the employer receives a finished product that meets quality standards and specifications. During this period contractor is liable to keep the entire road surface and structure in defects free conditions.

Following are the important task to be carried out during the DLP by the contractor and should be mentioned in special condition of the contract with timelines:

S.No	Name of item/activities in one year	Frequency of operations
1	Maintenance of road including filling pot holes and patch repair etc.	As and when required.
2	Maintenance of road shoulder in proper condition to make them free from excessive edge dropoffs, roughness and scouring or pot holes.	As and when required
3	Cleaning of surface drains including reshaping to maintain free flow of water.	Twice in a year
4	Cleaning of culverts for free flow of water	Twice in a year
5	Maintenance of CD works.	As and when required
6	Maintenance of road signs, pavement markings and other traffic control devices.	Maintenance as and when required. Repainting once in a year
7	Clearing of tree branches / shrubs to keep the sight distance visible all the time.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.
8	Maintenance of CC joints	Once in a year/whenever required
9	Re-fixing displaced guard stones	Once in a year
10	Maintenance of guardrails and parapet rails	Repainting once in a year

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Reason: Approved

		year
11	Maintenance of 200m and kilometer stones	Maintenance as and when required. Repainting once in year

- (xi) To fulfill above objective PWD SEWA app will be the basic tool for monitoring of the DLP works.
- (xii) DLP is currently five years for all road projects costing more than 10 lacs in the State, as per order No SE(R)/EE GGP-II/DLP/20-21/D-95 dated 06.01.2021, which is now modified to the extent as follows::
- The DLP shall be ten years for RoBs/ major bridges/flyovers, and approaches.
  - The DLP for standalone CC road projects and aggregate CC road works longer than 500 meters in a road works shall be ten years.

Provided that, for the centrally sponsored schemes, the DLP provisions will apply in accordance with the Standard Bidding Documents for the corresponding scheme. Provided further that the security deposit proportionate to the works at (a) & (b) shall be refunded only after completion of DLP of 10 years. For bituminous approaches to structures, the riding quality shall be maintained as per IRC guidelines during DLP.

All concerned officials are directed to ensure compliance with the above directives. The provisions of this circular will be applicable prospectively.

This bears competent approval.

**(T.C. Gupta)**  
**Chief Engineer & Addl. Secy.**  
**PWD, Rajasthan, Jaipur**

- SA to Hon'ble Dy. Chief Minister (PWD), Rajasthan, Secretariat, Jaipur
- PS to ACS, PWD, Govt. of Rajasthan, Jaipur
- PS to Secretary, PWD, Govt. of Rajasthan, Jaipur
- PS to Chief Engineer & Addl. Secy, PWD, Rajasthan, Jaipur
- PS to Chief Engineer (Roads/Bridges/ QC/CRIF/BLDG/SS/PMGSY/NH), PWD, Rajasthan, Jaipur
- Addl. Chief Engineer PWD Zone.....(All)
- Superintending Engineer PWD Circle.....(All)
- Executive Engineer PWD Division.....(All)

**Signature valid**

Digitally signed by T.C. Chand Gupta  
Designation : Chief Engineer  
Date: 2025.03.28 16:06:06 IST  
Reason: Approved

**OFFICE OF THE CHIEF ENGINEER PWD RAJASTHAN JAIPUR**

No: *ACC(P)SE-tcc/2025-26/D-360*

Date: 19/01/26

Addl. Chief Engineer  
Zone All  
PWD Rajasthan

Superintending Engineer  
Circle All  
PWD Rajasthan

Executive Engineer  
Division All  
PWD Rajasthan

**Subject: Special Conditions along with RPWA-100 for Road Works.**

As per the subject cited above, the Special Conditions (encl.) are to be enclosed along with RPWA-100 for tender document of concerned road works.

These special conditions are approved from the competent authority.

Encl: As above.

(T. C. Gupta)  
Chief Engineer & Addl.  
Secretary, PWD, Rajasthan

No: *ACC(P)SE-tcc/2025-26/D-360*

Date: 19/01/26

Copy forwarded to the following for information & necessary action please.

1. Chief Engineer (PMGSY/ Road/ Bridge/ CRIF/ SS/ QC/ NH/ Building), PWD Rajasthan
2. Financial Advisor, PWD, Rajasthan

(T. C. Gupta)  
Chief Engineer & Addl.  
Secretary, PWD, Rajasthan

**Validity unknown**

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Designation : Chief Engineer  
Date: 2026.01.16 12:24 IST  
Reason: Approved

RajKaj Ref No.:  
19956489  
eSign 1.0



*Urgent*  
*Tech*  
*for necessary compliance*  
*19/01/26*  
*Dated* *PM*

*NO. 3601*

Copy Forwarded to the Following for Information and Necessary Action & Compliance  
The Superintending Engineer  
P.W.D. Circle *Kota*  
E.P.W.D. Dn.

*19/1*  
Addl. Chief Engineer  
P.W.D. Zone KOTA

*for necessary compliance of above the directions..*

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# Special Conditions of Contract (Road Works)

Name of work:

The following special conditions of contract for the road work shall be applicable in addition to General Condition of contract as mentioned in RPWA-100 and Standard Bid Document (SBD). The contractor shall execute the work in accordance with the requirements specified in the agreement, applicable specifications and standards.

## 1. Compliance with Specifications

The contractor shall comply with the Specifications & Standards set forth in the *MORTH Specifications for Road and Bridge Works - 2013 (5th Revision)*/ *MORD specifications as applicable*, along with the latest addendum. All materials, works, and construction operations shall conform to various Manuals, Specifications, and Standards prescribed by MORTH/ MORD and IRC.

If the specification for any work is not provided, Good Industry Practices shall be adopted to the satisfaction of the Engineer-in-Charge.

In case of any ambiguity or discrepancies in conditions or specifications the same shall be adopted as per direction of Engineer-in-Charge.

## 2. Pre-Construction Requirements

Before the commencement of work, the contractor shall establish a Citizen Information Board displaying: -- Project details as - Name of work, - Sanction amount, - Start and completion dates, Name of Agency with contact details, and Department details (such as Name of division and contact details), or as per the directions of the Engineer-in-Charge.

The contractor shall ensure proper traffic diversion and traffic management during construction with temporary traffic control, work-zone safety measures, and the management of traffic flow during construction as per IRC: SP-55.

### 2.1. Site Office Requirements

The contractor shall establish a well-furnished site office at identified works site (work order amount costing more than 150 lacs) with adequate facilities of computer, printer, internet connection, and necessary staff & furniture in adequate manner during the entire project completion period. The establishment of the site office with staff and its maintenance shall be considered incidental to the work, and no extra payment shall be made separately. The list of furniture for the site office shall be as under:

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S. No.	Articles	Quantity of Furniture (Min.)	
		For Works Costing 1.5 Cr to 3 Cr (W.O. Amount)	For Works Costing $\geq$ 3 Cr (W.O. Amount)
1.	Executive table(wooden)with side racks	01 No.	2Nos.
2.	Executive Chair	01 No.	2Nos.
3.	Office Chairs	04 Nos.	6 Nos.
4.	Almirah	01 No.	2Nos.
5.	Well maintained toilet facility for male and female separately.		

### 3. Setting out Work

The Contractor shall establish proper setting out work by constructing well finished & stable Reference Bench marks (0.60 m\*0.60 m\*1.0 m) @ minimum 4 Nos. / km and Reference burjis/ pillars (0.35 m\*0.35 m\*1.0 m) at every 200 m spacing on both sides of the road, indicating all necessary survey details of all important activities such as Earth Work, GSB, Base Course, Binder Base, and Bituminous/Concrete Wearing Course, or as directed by the Engineer-in-Charge. This work shall be considered as incidental to work, and no separate payment shall be made. The Contractor shall be solely responsible for safeguarding all survey monuments till completion of work.

### 4. Survey Work and Structural Drawings

The Contractor shall execute survey work before and after the execution of each stage of construction work with latest technology survey equipment like DGPS machine or any other approved level instrument. For works with work order amount costing more than 20.00 Crore, the Contractor shall also execute arial survey (Drone Survey) before and after the execution of work with latest technology survey equipment.

The Contractor shall submit all relevant working drawings for approval to the Engineer-in-Charge. Structural design of cross drainage structures, minor bridges, box cell structures, and other required structures shall be submitted by the Contractor, duly validated from reputed Engineering colleges (IITs/MNIT/BITS Pilani or equivalent), for approval to the Engineer-in-Charge. The Contractor shall take prior approval from the Technical Sanctioning Authority in writing before executing any activity.

### 5. Quality Assurance, Monitoring and Supervision

#### 5.1 Quality of Material and Workmanship

The Contractor shall ensure that the construction, material, and workmanship are in accordance with the requirements specified in Agreement, Specifications & Standards, and Good Industry Practice.

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## 5.2 Quality Control System

The Contractor shall establish a well-furnished Quality Control field Laboratory at identified works site (work order amount costing more than 150 lacs), having all required QC equipment. In this regard, compliance of CE&AS office order no. CE (QC)/SE (QC)/2025-26/QC Lab/D-765 Dated 07.10.2025 shall be ensured.

He shall ensure that all the testing of materials/aggregate etc. is being done regularly and as per frequency prescribed in Quality Control norms. All testing machines shall be duly calibrated at required frequency.

For any reason, if the testing is not possible in the site laboratory, PWD QC Laboratory or Engineer-in-Charge considers testing to be conducted outside PWD, the testing so required shall be done at contractors cost only from reputed Engineering colleges or NABL accredited laboratory after obtaining NOC in writing from the competent authority.

The Contractor shall maintain record of Quality control tests. A quality control register should also be maintained at the laboratory in chronological order. The record of Quality control shall be handed over to the Engineer-in-Charge in original copies with other relevant documents before the issuance of completion certificate or whenever it is required by the Engineer-in-Charge.

Contractor shall depute following technical staff in the Laboratory:-

S. No.	Staff	Nos. (Min.)
1.	Material Engineer	01 No.
2.	Lab Operator	01 No.
3.	Lab Assistance	02Nos.

For works costing (amount put to tender) more than ₹10.00 crore , the Contractor shall establish a Quality Control mechanism in addition to the above conditions to ensure compliance with the provisions of Agreement. The Contractor shall, submit to the Engineer-in-Charge its **Quality Assurance Plan (QAP)** within **14 (fourteen) days** from the issue of Work Order, which shall include the following:

- Organization, duties and responsibilities, procedure, inspection and documentation.
- Quality Control mechanism including sampling and testing of material, test frequencies, standards, testing facility, reporting, approvals, checklist for site activities, and proforma for testing and calibration in accordance with MORTH specifications for road and bridge works, relevant IRC specifications

The Contractor shall obtain approval of QAP after any due modification, if any, required within **03 (three) days**; and comply with the approved QAP during the entire period of work agreement. The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, Electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the projects Assets and workmanship in accordance with the QAP. The cost of testing of construction, Materials and Workmanship shall be borne by the contractor as directed by the Engineer-in-charge.

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### 5.3 Methodology & Construction Programme

The Contractor shall, at least **07 (seven) days** prior to the commencement of construction, submit to the Engineer-in-Charge for review the methodology to be adopted in executing the works, construction program, details of equipment to be deployed, traffic management, and measures for ensuring safety. The Engineer-in-Charge shall convey its comments if any to the Contractor within a period of **03 (three) days** from the date of receipt of the proposed methodology and construction programme from the Contractor.

The Contractor shall obtain final approval from the Engineer-in-Charge at least prior to the commencement of construction and ensure its adoption at site. The Contractor shall submit a revised construction programme and obtain its approval, if any, required on **every 7th** of the next month.

### 5.4 Photography & Videography Recording

The Contractor shall provide videography and geo-tagged photography of different stages of work, i.e., prior to start of construction, during construction, and after completion of work to the Engineer-in-Charge. During the construction period, the Contractor shall provide to the Engineer-in-Charge, for every calendar quarter, video recording and photography. The video recording shall be provided to the Engineer-in-Charge no-later than **15 (fifteen) days** after the close of each quarter after start of work.

### 5.5 Examination of Work Before Covering Up

The Engineer-in-Charge or his representative shall be entitled to examine, inspect, measure and/or test before it is covered up or put out of view. Whenever any part of the work is placed thereon, the Contractor shall give intimation to the Engineer-in-Charge at least **03 (three) business days** prior whenever any such work is ready and before it is covered up. No further work shall be taken up without prior approval of the Engineer-in-Charge.

### 5.6 Remedial Work

d) If any deficiency is observed in the work, the Engineer-in-Charge shall issue Non-Conforming Report (NCR) to the Contractor. After receiving NCR, the contractor shall submit Action Taken Report (ATR) with all due rectification and compliance from competent authority within **15 days** of issuance of NCR. Work shall not be considered finalized without clearance of ATR.

### 5.7 Road Roughness

The Contractor shall arrange to conduct Roughness test of the road section by Roughometer as per the direction of the Engineer-in-Charge prior to finalization of work. Road roughness test shall be mandatory for all Roads works with work costing more than 10.00 Cr (A&Fs). The surface evenness of the final surface of the work shall comply as per IRC: SP: 16 or as specified.

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## 6. Measurement

Measurement of each construction activity shall be made as per MORTH/ MORD specifications as per applicability and for Structures Standard Mode of Measurement IS: SP: 27/IS 1200 (all parts) shall be followed unless otherwise specified.

## 7. Construction

### 7.1. Concrete Pavement Work

- a) Cement Concrete Pavement and Dry Lean Concrete (DLC) work shall be executed as per IRC: 15, IRC: 58, and MORTH Specifications for Road & Bridge Work (5th Revision) shall be followed. Dry Lean Concrete (DLC) shall be executed as per IRC: SP: 49 – 2014. Minimum grade of concrete for PQC shall be as per flexural strength 4.5 MPa when MORTH specification is followed.
- b) Design mix of higher-grade concrete shall be ensured as per IRC: 44 and IS: 10262. The contractor shall intimate details of all materials likely to be used, specifying their source for all important materials i.e. Coarse Aggregate, Fine Aggregate, Cement, Admixture etc. and type construction method to be adopted. The Contractor shall, at least **21 (twenty-one) days** prior to the commencement of DLC and PQC work, submit the design mix to the Engineer-in-Charge for approval.
- c) The Contractor shall obtain the design mix from PWD Laboratories, Rajasthan, or from reputed Engineering colleges (IITs/MNIT/BITS Pilani or equivalent), any NABL accredited laboratory duly approved by the department, after obtaining NOC in writing from the competent authority.
- d) The Contractor shall start work only after the approval of the design mix from the Engineer-in-Charge. The Contractor shall provide a core-cutting machine as and when directed by the Engineer-in-Charge. Payment of DLC and PQC work shall be made only after ensuring proper quality and desired specified strength are achieved.
- e) For use of M-sand, compliance of Chief Secretary Circular No. Pa. 14 (10) Khan/Group-2/2018 part dated 16.03.2021 and M-Sand policy 2024 shall be done.
- f) The curing of C.C. Work has to be done in accordance to the IRC-15, IRC-58 and IRC-62-2014. No traffic shall be allowed during curing period. Traffic diversion will have to be arranged by the contractor himself at his own cost.
- g) The cutting of joint shall be done immediately and suitable joint sealing compound confirming to IS: 1834 shall be applied on the cleaned joints.
- h) Mixing of concrete shall be done by Batch Mix Plant (digitally controlled).

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## 7.2. Bituminous Work

- a) The proper testing of bitumen should be carried out before it is used and a record of the same shall be maintained. In addition to bitumen testing facility at site, the Contractor shall also arrange to test Bitumen samples from PWD Central/ Regional/District Laboratories, Rajasthan. In this regard circular issued by the CE & AS PWD Rajasthan Jaipur vide no. CE (QC)/SE (QC)/2023-24/IOC-11162/D-123 dated 15.06.23 is applicable. Contractor shall maintain record of bitumen procurement and keep all purchase consignment/ vouchers duly verified and signed by contractor. Consumption statement duly signed by contractor for bitumen used shall be submitted with the running bills.
- b) Design mix of higher specification Bituminous works (like BM, DBM, BC etc.) shall be ensured as per MoRTH specification, IRC 111, IRC: SP: 135 and other relevant references. The contractor shall intimate details of all materials likely to be used, specifying their source of all important materials i.e. Coarse Aggregate, Fine Aggregate, Bitumen, Mineral filler, etc. and type construction method to be adopted. The Contractor shall submit the design mix to the Engineer-in-Charge for approval, at least **21 (twenty-one) days** prior to the commencement of Bituminous work.
- c) The Contractor shall obtain the design mix from PWD Laboratories, Rajasthan, or from reputed Engineering colleges (IITs/MNIT/BITS Pilani or equivalent), any NABL accredited laboratory duly approved by the department, after obtaining NOC in writing from the competent authority.

## 7.3 Construction Practices

- a) The Contractor shall carry out **Plant** as well as **Laying Trials** to demonstrate that the proposed work can be successfully produced, laid and compacted as per specifications and shall obtain its approval in writing.
- b) The contractor has to maintain proper traffic management and diversions for easy & safe movement of traffic.
- c) The Contractor shall ensure that collection of material on the road side does not cause any hindrance to the traffic. The contractor shall arrange for separate land for storage of road construction material and machinery at his own cost and these shall not be allowed to be stacked on road side.
- d) The contractor shall submit test certificate from the manufacturer of every cement and steel lot. In addition to test certificate, the contractor shall also arrange to test Cement and Steel samples lot wise from PWD Central/Regional/District Laboratories, Rajasthan or any NABL Laboratory/ reputed Engineering colleges (IITs/MNIT/BITS Pilani or equivalent) after obtaining NOC from competent authority.
- e) The contractor shall submit test certificate of water of every source likely to be used in the work on frequent basis.
- f) The rates are inclusive of all leads and lift and complete finished works for all items, unless and otherwise leads and lifts are mentioned in G-Schedule/ Item of Work. No claim for extra lead will be entertained.

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## 8. Defect Liability Period

- a) (i) DLP for Bitumen Road Works/Building and CD Works shall be 05 (five) years as per CE&AS PWD Rajasthan, Jaipur office order No. SE(R)/EE GGP-II/DLP/20-21/D-95 dated 06.01.2021.  
(ii) In modification in above Defect liability Period (DLP) for ROB/Major Bridges/Flyovers and Approaches shall be 10 (ten) years as per CE&AS PWD Rajasthan, Jaipur office order Raj Kaj Reference No. 12921520 date 28.03.2025.
- b) DLP for standalone CC road projects having thickness up to 200 mm shall be 05 (five) years and the projects having thickness more than 200 mm shall be 10 (ten) years as per CE&AS PWD Rajasthan, Jaipur office order Raj Kaj Reference No. 17290790 dated 21.08.25.
- c) As per guidelines issued, vide circular CE&AS PWD Rajasthan, Jaipur office order Raj Kaj Reference No. 12921520 date 28.03.2025, The Contractor shall be fully liable to maintain and keep the entire work and its stretch in defects free condition. Following shall be the important task and activities to be carried out by the contractor during Defect Liability Period (DLP): -

S. No.	Name of items/activities in one year	Frequency of operations
1	Maintenance of road including filling pot holes and patch repair etc.	As and when required.
2	Maintenance of road shoulder in proper condition to make them free from excessive edge drop-offs, roughness and scouring or pot holes.	As and when required
3	Cleaning of surface drains including reshaping to maintain free flow of water.	Twice in a year
4	Cleaning of culverts for free flow of water	Twice in a year
5	Maintenance of CD works.	As and when required
6	Maintenance of road signs, pavement markings and other traffic control devices.	Maintenance as and when required. Repainting once in a year
7	Clearing of tree branches / shrubs to keep the sight distance visible all the time.	Once, generally after rains (In case of areas having rainfall more than 1500 mm/year, as and when required.)
8	Maintenance of CC joints	Once in a year/ whenever Required
9	Re-fixing displaced guard stones	Once in a year

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10	Maintenance of guardrails and parapet rails	Maintenance as and when required. Repainting once in a year
11	Maintenance of 200m and KM stones	Maintenance as and when required. Repainting once in a year

During this period, the contractor shall carry out maintenance and rectifications of defects, if any, at his own cost, failing which it shall be carried out at risk & cost of the contractor and expenditure so incurred shall be recoverable from the contractor.

#### 9. Others

- a) The lowest successful bidder shall have to deposit Additional Performance Security for unbalance bids, in view of Financial (G&T) Department Notification Dated 22.10.2021 issued by the Joint Secretary to the Government by Order No F.2(1) FD/G&T(SPFC)/2017 or as per amendment up-to date if any, which will be part of agreement. (Copy Encl.)
- b) The final bill shall be paid only after closure of settlement of price escalation in all respect whether positive or negative.
- c) Contractor shall be responsible for engaging qualified Civil Engineer at site as per Contract Agreement/ Standard Bid Document.
- d) The Contractor shall be sole responsible for engaging the Labour to carrying out the work at own risk and cost. The Contractor shall follow the contract labour (Regulation) Act 1970 and Rules, 1971 as amended from time to time. The Contractor shall be bound to protect the interest of Labour right, provident fund insurance of workers as per Laws and Rules prevailing and enforced.
- e) NGT Guidelines should be followed by the Contractor wherever mandatory during Construction Activities on Plant and site by ensuring all measures for air/ dust pollution control. All the material shall be transported fully covered. CC/BT plants should fulfill all the necessary conditions of air pollution control. Contractor shall be fully responsible to make execute site dust/ pollution free.
- f) The overall cleaning of site and disposal of rubbish, surplus material etc. shall be done by the contractor as per guidelines and as per direction issued by the Engineer-in-Charge.
- g) Monsoon period is included in completion period of the work.

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**OFFICE OF THE CHIEF ENGINEER PWD RAJASTHAN JAIPUR**

No. CE(QC)/SE(QC)/2025-26/QC Lab/D- 765

Date: 07/10/2025

**CIRCULAR**

Sub.: Review of establishment and verification of field laboratory for Road/Bridge and Building work.

Ref.: Chief Engineer (SS), PWD Rajasthan Jaipur office letter No. SE(SS)/QC/D-137 dt. 19.07.2011 and SE(SS)/QC/81 dated 09.08.2011.

Sir,

In above cited reference and direction, there is a need to review establishment of field laboratories by executing agency with proper deployment of technical personnel. Now-a-days in the department many works in Road/Building sectors are being executed adopting higher/richer Specification in Bituminous as well as concrete works. In this regard, instructions were also issued by CE(QC) office to update field laboratories vide letter No. F-1/CE(QC)/SE(QC)/COOCL/D-296 Dated 16-07-2024 (Enclosed). Therefore a revised field laboratory setup for Road/Building works is being approved, so that further directions to field staff may be given to establish field laboratories Accordingly by and there after it verification be done well in time by the QC wing on top priority.

Encl. As above.

(Tara Chand Gupta)  
Chief Engineer & Addl. Secy.,  
PWD Rajasthan Jaipur

No. CE(QC)/SE(QC)/2023-24/QC Lab/D- 765

Date: 07/10/2025

Copy to following for information and necessary action-

1. PA to Chief Engineer (All), PWD Rajasthan Jaipur.
2. Addl. Chief Engineer, PWD Zone All
3. Superintending Engineer, PWD Circle All
4. Superintending Engineer, PWD QC Circle All
5. Executive Engineer PWD Division All (including QC)

Signature valid

PWD Rajasthan Jaipur  
Digitally signed by Tara Chand Gupta

Designation: Chief Engineer  
Date: 2025.09.29 20:09:03 IST  
Reason: Approved



**List of Laboratory Equipments**  
**I- For Road/Bridge works**

Sl. No	Name of the Apparatus	Number
(A)	<b>GENERAL</b>	
1	Weigh Balances	
	a) 5 — 20 kg capacity Electronic type — Accuracy 1 gm	Min 2 No.
	b) 5000 gm capacity—Electronic Type Accuracy 0.5 gm	Min 1 No.
	c) 2000 gm capacity—Electronic Type Accuracy 0.1 gm	Min 1 No.
2	Oven-electrically operated, thermostatically controlled, SS interior, From 0°C to 220°C Sensitivity 1°C	1 No
3	Sieves : as per IS:460-1962	
	a) I.S. sieves 450 mm dia of sieve sets complete with lid and pan	1 set
	125mm, 100mm, 90mm, 80mm, 75mm, 63mm, 53mm, 50mm, 45mm, 40mm, 37.5mm, 31.5mm, 26.50mm, 25mm, 22.40mm, 20mm, 19mm, 16mm, 13.2mm, 12.50mm, 11.2mm, 10mm, 9.50mm, 6.70mm, 6.30mm, 5.60mm, 4.75mm, 3.35mm, 2.80mm, 2.36mm, with one lid & pan. (Total Sieves with Pan = 31 nos.) availability of sieves must be as per direction of engineer in charge.	
	b) IS sieve 200 mm dia (brass frame and steel/or brass wire cloth mesh) consisting of sieve sets complete with lid and pan	1 sets
	10mm, 9.50mm, 4.75mm, 2.36mm, 2.0mm, 1.70mm, 1.40mm, 1.18mm, 1.0mm, 710 μ, 600μ, 425μ, 355μ, 300μ, 212μ, 180μ, 150μ, 90μ, 75μ, with one lid & pan. (Total Sievs with Pan of 20 nos.) availability of sieves must be as per direction of engineer in charge.	
4	Sieve shaker capable of shaking 200 mm and 450 mm dia sieves-electrically operated with time switch	1 No (Optional)
5	Equipment for determination of specific gravity of fine and coarse aggregate	1 set
6	Measuring cylinder for checking bulk density of aggregate with tamping rod ( 3 Ltr, 15 Ltr capacity)	1 set
7	Stop watches 1/5 sec. accuracy	1 No
8	Glass thermometers range 0°C to 100°C	4 Nos.
9	Metallic thermometers range up to 300°C.	2 Nos.
10	Hot plates 200 mm dia (1500 watt.)	1 No
11	Enamel trays	
	a) 600 mm x 450 mm x 50 mm	2 Nos
	b) 450 mm x 300 mm x 40 mm	4 Nos
	c) 300 mm x 250 mm x 40 mm	4 Nos
	d) Circular plates of 250 mm dia	4 Nos
12	Water Testing Kit	1 No
13	Elongation & Flakiness indices test apparatus	1 No
14	Aggregate impact test apparatus	1 No
15	Glassware comprising beakers, pipettes, dishes, measuring cylinders (100 to 1000 cc capacity) glass rods and funnels	2 No. each
16	Curing Tank ( min size 2 x 1.50 x 0.50 mtr.)	1 No
17	Spirit Level	3 Nos
18	Anicillary Items :- Chisel min 1 ft long 4 Nos, Wooden hammer 2 Nos, Iron hammer 2 Nos, String 2 rolls, wire Brush 2 Nos, Paint Brush 2 Nos, trowel 2 Nos, Iron Hooks 8 Nos etc.	Complete set
19	First Aid box (each set for plat and laying site )	2 Nos.

Sl. No	Name of the Apparatus	Number
20	AC room for Bituminous testing	1 No
21	Desktop computer with Printer facility	1 Set
<b>(B) FOR SOILS</b>		
1	Water still	
2	Atterberg limit devices	1 No
3	Core cutter equipment for soil	1 No
4	Compaction apparatus (Proctor) complete with collar, base plate and hammer and all other accessories	1 No
5	Sand pouring cylinder with conical funnel and tap and complete including modern equipment of dia 100 & 200 mm dia each and Ennore <b>Standard Sand</b>	2 Nos
6	Sampling tins with lids 100 mm dia x 75 mm ht. 1/2 kg capacity and miscellaneous items like moisture tins with lid 50 grams etc.	4 Nos
7	Rapid moisture meter with chemicals	1 No
<b>(C) FOR BITUMEN AND BITUMINOUS MIXES</b>		
1	Thickness guage	4 Nos
2	Steel plates ( For tack/ Prime Coat) size say 30 cm*30cm	10 Nos
3	Distant reading thermometer (Digital infra type)	
4	Absolute & Kinematic Viscosity Apparatus	1 No
5	Penetrometer automatic type, including adjustable weight arrangement and needles	1 No
6	Softening point (Ring and ball apparatus)	1 No
7	Furol viscometer	1 No
8	Extraction centrifuge type apparatus electric operated complete with extraction thimbles with solvent and filter paper ( Flame Proof)	1 No
9	Core cutting machine suitable for upto 150 mm dia core with min. 6 KVA Gen set and Slicer etc. complete	1 set
10	Marshall compaction apparatus automatically operated complete with accessories ( <i>For higher specification BT mixes - BM/DBM/BC etc.</i> )	1 set
11	Constant temperature bath, electrically operator and thermostatically controlled (to accommodate minimum six Specimens) ( <i>For higher specification BT mixes - BM/DBM/BC etc.</i> )	1 No
12	Theoretical Specific gravity vibratig Table $G_{mm}$ apparatus for BT Mixes ( <i>For higher specification BT mixes - BM/DBM/BC etc.</i> )	1 No
<b>(D) FOR CEMENT, CEMENT CONCRETE AND MATERIALS</b>		
1	Water still	1 No
2	Vicat needle apparatus for setting time with plungers	1 No
3	Moulds	
	a) Concrete Cube 150 mm	Min 18 Nos.
	b) Mortar Cube 50 mm	Min 18 Nos.
	c) Cube mould 50 Cm <sup>2</sup> for cement test	Min 6 Nos.
	d) 150 mm x 300 mm ht. Cylinder with capping component along with the capping set and compound	As required
4	Vibrating table size 1 m x 1 m	1 No
5	Needle vibrator	2 Nos
6	Slump test Apparatus (Each for Plant & Laying Site)	2 Nos

Sl. No	Name of the Apparatus	Number
7	Compression Testing Machine (CTM) of 200 Ton capacity with additional dial for flexural testing-electric operated	1 No
8	Compression Testing Machine (CTM) of 5 Ton capacity -electric operated	1 No
9	Core cutting machine suitable for upto 150 mm dia core with min. 6 KVA Gen set and Slicer etc. complete	1 No
10	Rebound hammer with anvil etc complete.	2 Nos
<b>(E) FOR CONTROL OF PROFILE AND SURFACE EVENNESS</b>		
1	Precision Automatic Level with micrometer attachment with precision Staff	1 set
2	ranging rods set of 6 Nos	1 set
3	Distomat / Rodometer	1 set
4	Theodolite with precision Staff complete	1 set
5	3 meter straight edge and measuring wedge	1 set
6	Camber template 2 Lane / 1.5 Lane/ 1 Lane , Shoulders	
	a) Crown type cross-section	3 Nos
	b) Straight run cross-section	2 Nos
7	Steel tape	
	a) 5 m long	2 Nos
	b) 30 m long	2 Nos
<b>NOTE:-</b>	<p>1. The items and their numbers listed above in table are indicative and shall be decided by the Engineer-in-charge as per requirement of the project and modified accordingly.</p> <p>2. Provision and maintenance of field laboratory is not a payable item as it is incidental to the work. Maintenance include all activites described for testing work..</p> <p>3. Contractor shall arrange to maintain the field laboratory in a satisfactory manner untill the issue of Taking Over Certificate for the completed work.</p>	

## List of Laboratory Equipments

### II- For Building works

Sl. No	Name of the Apparatus	Number
(A)	<b>GENERAL</b>	
1	Weigh Balances	
60	5 — 50 kg capacity Electronic type — Accuracy 1 gm	Min 2 No.
b)	5000 gm capacity—Electronic Type Accuracy 0.5 gm	Min 1 No.
2	Oven-electrically operated, thermostatically controlled, SS interior, From 0°C to 220°C Sensitivity 1°C	1 No
3	Sieves : as per IS:460-1962	
a)	I.S. sieves 450 mm dia of sieve sets complete with lid and pan	1 set
	<b>80mm, 63mm, 40mm, 20mm, 16mm, 12.50mm, 10mm, 4.75mm, 2.36mm, with one lid &amp; pan. (Total Sieves with Pan = 10 nos.)</b> availability of sieves must be as per direction of engineer in charge.	
b)	IS sieve 200 mm dia (brass frame and steel/or brass wire cloth mesh) consisting of sieve sets complete with lid and pan	2 sets
	<b>10mm, 4.75mm, 2.36mm, 1.18mm, 600<math>\mu</math>, 300<math>\mu</math>, 150<math>\mu</math>, 75<math>\mu</math>, with one lid &amp; pan. (Total Sieves with Pan of 09 nos.)</b> availability of sieves must be as per direction of engineer in charge.	
4	Sieve shaker capable of shaking 200 mm and 450 mm dia sieves-electrically operated with time switch	1 No (Optional)
5	Equipment for determination of specific gravity of fine and coarse aggregate	1 No
6	Measuring cylinder for checking bulk density of aggregate with tamping rod ( 3 Ltr, 15 Ltr capacity)	1 set
7	Stop watches 1/5 sec. accuracy	1 No
8	Glass thermometers range 0°C to 100°C	4 Nos.
9	Metallic thermometers range up to 300°C.	2 Nos.
10	Enamel trays	
	a) 600 mm x 450 mm x 50 mm	2 Nos
	b) 450 mm x 300 mm x 40 mm	4 Nos
	c) 300 mm x 250 mm x 40 mm	4 Nos
	d) Circular plates of 250 mm dia	4 Nos
11	Water Testing Kit	1 No
12	Elongation & Flakiness indices test apparatus	1 No
13	Aggregate impact test apparatus	1 No
14	Glassware comprising beakers, pipettes, dishes, measuring cylinders (100 to 1000 cc capacity) glass rods and funnels	2 No. each
15	Curing Tank ( min size 2 x 1.50 x 0.50 mtr.)	1 No
16	Spirit Level	3 Nos
17	Anicillary Items :- Chisel min 1 ft long 4 Nos, Wooden hammer 2 Nos, Iron hammer 2 Nos, String 2 rolls, wire Brush 2 Nos, Paint Brush 2 Nos, trowel 2 Nos, Iron Hooks 8 Nos etc.	Complete set
18	First Aid box (each set for plat and laying site )	2 Nos.
19	AC room for cement testing	1 No

Sl. No	Name of the Apparatus	Number
20	Desktop computer with Printer facility	1 Set
<b>(B) FOR CEMENT, CEMENT CONCRETE AND MATERIALS</b>		
1	Water still	1 No
2	Vicat needle apparatus for setting time with plungers	1 No
3	Moulds	
	a) Concrete Cube 150 mm	Min 18 Nos.
	b) Mortar Cube 50 mm	Min 18 Nos.
	c) Cube mould 50 Cm <sup>2</sup> for cement test	Min 6 Nos.
	d) 150 mm x 300 mm ht. Cylinder with capping component along with the capping set and compound	As required
4	Vibrating table size 1 m x 1 m	1 No
5	Needle vibrator	2 Nos
6	Slump test Apparatus (Each for Plant & Laying Site)	2 Nos
7	Compression Testing Machine (CTM) of 200 Ton capacity -electric operated	1 No
8	Compression Testing Machine (CTM) of 5 Ton capacity -electric operated	1 No
9	Rebound hammer with anvil etc complete.	2 Nos
<b>C) FOR CONTROL OF PROFILE AND SURFACE EVENNESS</b>		
1	Precision Automatic Level with micrometer attachment with precision Staff	1 set
2	ranging rods set of 6 Nos	1 set
3	Distomat / Rodometer	1 set
4	Steel tape	
	a) 5 m long	2 Nos
	b) 30 m long	2 Nos
NOTE:-	1.The items and their numbers listed above in table are indicative and shall be decided by the Engineer-in-charge as per requirement of the project and modified accordingly.	
	2.Provision and maintenance of field laboratory is not a payable item as it is incidental to the work. Maintenance include all activites described for testing work..	
	3.Contractors shall arrange to maintain the field laboratory in a satisfactory manner until the issue of Taking Over Certificate for the completed work.	

## VERIFICATION OF FIELD LABORATORY

(1) NAME OF WORK :- .....

(2) NAME OF AGENCY :- .....

(3) STIPULATED DATE OF COMMENCEMENT :- .....

(4) DATE OF ESTABLISHMENT OF FIELD LAB :- .....

(5) LOCATION OF FIELD LAB :- .....

(6) DATE OF VERIFICATION :- .....

(7) STATUS OF TECHNICAL STAFF :-

S.No.	Technical Personnel (As per Agreement)			Details of Staff
	Post	Nos.		
1	Site Engineer		:-	..... ..... .....
2	Material Engineer (Lab)		:-	..... ..... .....
2	Lab Operator(s)		:-	..... ..... .....
3	Lab Assistant (s)		:-	..... ..... .....

Remarks for Verification of Field Lab :-

Enclosed -  
Field Lab photographs showing status :-  
Any other

(Name)  
Site Engineer  
Agency .....

(Name)  
Assistant Engineer  
PWD Sub Dn. ....

(Name)  
Executive Engineer  
PWD Dn. ....

(Name)  
Executive Engineer  
PWD QC Dn. ....

RajKaj Ref No :  
18050949

# OFFICE OF THE CHIEF ENGINEER PWD RAJASTHAN JAIPUR

No. CE(QC)/SE(QC)/2023-24/IOC-11162 /D-123

Date : 15.06.2023

## CIRCULAR

**Sub.:** Quality & quantity assurance for paving bitumen/emulsion in road construction works.

The quality and quantity of bitumen have always been among major issues in BT road construction, therefore proper test should be conducted at the time of supply of bitumen as well as after laying of bituminous course. Following procedures should be followed:-

### A. At the time of supply Bitumen / Emulsion :-

The classification of bitumen has now been designated as viscosity grade bitumen instead of previous penetration grade bitumen. In order to check the viscosity of bitumen it is mandatory to check its grade and quality before decanting the bitumen tanker/drums.

1. Contractor must take prior permission from concerned EE that he will procure bitumen from private empaneled suppliers. The bitumen shall conforming to IS-73 and emulsion shall be conforming to IS-8887.
2. At the Hot Mix Plant site a fully functional bitumen testing lab must be established by contractor along with required qualified manpower for testing of bitumen.
3. Before decanting of tanker the bitumen/emulsion testing shall be carried out by the contractor for following tests:-

### Mandatory tests to be conducted prior to unloading bitumen from tanker / drums

S.No.	Test to be Conducted	Frequency of Test	
		For bulk bitumen	For packed container bitumen (Lot Size)
<b>Paving Bitumen (Viscosity grade)</b>			
	<b>Mandatory Tests</b> (Clause 7.4.1 of IS-73 2006 Reaffirmed - 2011) (A) Absolute Viscosity at 60°C, Poises, Min. (B) Penetration @ 25°C, 100 gm, 5 sec., 0.1mm (C) Softening Point. (R&B), °C, Min	<b>All Individual samples of each tanker</b>	Up to 50 - 3 samples 51-150 - 5 samples 151-500 - 7 samples Above 500 - 10 samples
1.	<b>For remaining characteristics as mentioned below:-</b> (A) Kinematic Viscosity at 135°C, cSt, Min. (B) Flash point, (Cleveland open cup), °C, Min (C) Solubility in trichloroethylene, percent, Min (D) Test on residue from thin oven tests/RTFOT (I) Viscosity Ratio at 60°C, Max. (II) Ductility at 25°C, cm, Min, after thin-film oven test		A composite sample of both packed and bulk bitumen be prepared by mixing together in equal quantities of paved grade bitumen sampled (Clause 7.4.2 of IS-73 2006 Reaffirmed - 2011)

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Bitumen Emulsion (cationic type)			
2.	1. Viscosity by Sayboltfurol, viscometer, second at 25° C and 50° C 2. Residue on 600µ sieve (IS:8887) 3. Storage Stability Test (IS:8887) Flash Point Test, where bituminous	One Test for each lot	As per IS-8887

4. The contractor after confirming the quality and grade of bitumen with respect to clause 7.5.1 of IS-73 2006 Reaffirmed - 2011) shall communicate to Assistant Engineer / Executive Engineer in enclosed format (A) by any digital mode of communications and seek written acceptance & permission for decantment of bitumen.
5. These testing would be done by contractor for 100% quantity and he should manage to test at least 15% of quantity testing in the presence of Junior Engineer/ Assistant Engineer.

**B. During / after laying bituminous work:-**

The quality assurance handbook for rural roads (MoRD) and the Specifications for road and bridge work (5<sup>th</sup> Revision) MoRTH insist for testing of quality of bitumen work during construction, therefore it is enjoined upon all concern officials to conduct various tests regarding bitumen content and density of compacted layer after execution of bituminous work, so as to assess the quality of finished bituminous work as per standard laid down. The frequency of tests of finished bituminous work as per MORD are as under:-

**Mandatory tests to be conducted during construction**

S.No.	Name of Item	Name of Test	Proposed for adoption
1	20 mm Open graded PMC	Binder content	At least two test per day
2	Bituminous macadam	Binder content	At least two test per day
		Density of compacted layer	One test per 700 Sqm. Area
3	Dense Bituminous macadam and Bituminous carpet	Binder content	One set for each 400 MT. of mix subjected to minimum of two test per day per plant
		Density of compacted layer	One test per 700 Sqm. Area
4	Semi dense bituminous carpet	Binder content	At least two test per day
		Density of compacted layer	One test per 700 Sqm. Area minimum 3 test per day

It is therefore directed to test the bitumen and the laid bituminous work as per frequencies mentioned above. The permissions to decant the bitumen obtained by the contractor along with result of tests conducted during the bituminous work should be submitted with each bill of bituminous work, then only the contractor's bill should be passed by EE.

Above directions shall be strictly followed and tests should be carried out mandatorily, otherwise action will be initiated against responsible officers for negligence & disobeying the directions.

*mg*

This circular is being issued in supersession of CE PWD Rajasthan Jaipur Circular No. 7/2001 issued vide No. F.7B(1)Sec.I/A/2001/D-4536 dated 17.07.2001.

This bears the approval of Administration Department on file dated 14.06.2023.

*Sanjiv Mathur*  
15/6/2023  
(Sanjiv Mathur)  
Chief Engineer & Addl. Secy.  
PWD Rajasthan Jaipur

No. CE(QC)/SE(QC)/2023-24/IOC-11162 /D-123

Date : 15.06.2023

Copy to following for information and necessary action please-

1. SA to Hon'ble PWD Govt. of Rajasthan Jaipur
2. PS to Principal Secretary, PWD Rajasthan Jaipur
3. PS to Secretary, PWD Rajasthan Jaipur
4. PS to Chief Engineer & Addl. Secretary, PWD Rajasthan Jaipur
5. Chief Engineer (Roads/Building/NH/PMGSY/Electrical/QC) PWD Rajasthan Jaipur
6. Addl. Chief Engineer (Adm/ Roads/BOT/Mech./Planning) PWD Rajasthan Jaipur
7. Addl. Chief Engineer, PWD Zone (All) including PPP/Electrical
8. Superintending Engineer (Roads/Building/PMGSY/SS/Enq./Bridge/ NH/QC/Traffic) PWD Rajasthan Jaipur
9. Superintending Engineer, PWD Circle (All)
10. Executive Engineer PWD Dn. (All)

*Mookesh*  
15/6/23  
(Mookesh Bhati)  
Chief Engineer (QC)  
PWD Rajasthan Jaipur

Format (A)

**Format for seeking permission for decantment of Bitumen / Emulsion**

( Ref: No. CE(QC)/SE(QC)/2023-24/IOG-11162 /D-123 Date: 15.06.2023 )

Name of work			
Work Order No.			
Name of Contractor			
Source of Bitumen i.e. Name of Supplier			
Ref. of Bill /CRC			
Grade of Bitumen / emulsion			
Batch /Lot No.			
Month & Year of Manufacturing			
Qty of Bitumen	MT	Qty of Emulsion	MT
	No. of Drums		No. of Drums
Bitumen		Result obtained	
A. Absolute Viscosity at 60°C, Poises, Min.			
B. Penetration @ 25°C, 100 gm, 5 sec., 0.1mm			
C. Softening Point. (R&B), °C, Min			
Emulsion		Result obtained	
A. Viscosity by sayboltfurol, viscometer, second at 25° C and 50° C			
B. Residue on 600µ sieve (IS:8887)			
C. Storage Stability Test (IS:8887)			

The Bitumen / Emulsion received by me has been tested and results are as above.

Signature of Engineer  
of Contractor

Signature of authorized person  
of Contractor

Report accepted / rejected. Permission for decantment of tanker / packed drums  
is hereby granted / not granted.

Signature of Executive Engineer

**कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान जयपुर**  
क्रमांक एसई (आर)/ईई जीजीपी-II/डीएलपी/20-21/डी-95 दिनांक 6/1/21

**कार्यालय आदेश**

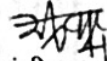
विभाग के आदेश क्रमांक CE(Bldg.)DLP.(Bldg.Works)/D-268 दिनांक 07.10.2009, क्रमांक CE(Bldg.)DLP.(Bldg.Works)/D-980 दिनांक 12.10.2012 एवं क्रमांक SE(SS)/DLP/2011-12/D-624 दिनांक 12.10.2012 को अधिक्रमण (Supersede) करते हुए राज्य योजनाओं में लागत राशि रू० 10.00 लाख से अधिक के कार्यों की दोष निवारण की अवधि निम्नानुसार निर्धारित की जाती है:-

क्र. स.	कार्य का प्रकार	दोष निवारण अवधि
1	सडक नवीनीकरण एवं विशेष मरम्मत सडक/भवन/पुल/सीडी कार्य	5 वर्ष
2	नवीन सडक/भवन/पुल/सीडी कार्य	5 वर्ष
3	सडक चौडाईकरण, सुदृढीकरण एवं उन्नयन कार्य	5 वर्ष

यह आदेश जारी करने की दिनांक से प्रभावी है तथा प्रगतिरत एवं आगामी समस्त निविदाओं में शामिल किया जाना है।

उक्त आदेश वित्त (जीएण्डटी) विभाग आईडी संख्या 102005419 दिनांक 7.12.2020 द्वारा दी गयी टिप्पणी अनुसार प्रशासनिक विभाग की आईडी संख्या सीएमओ/एफ 20004363 दिनांक 22.12.2020 द्वारा अनुमोदित है।


उपरोक्त संदर्भ में जारी कार्यालय आदेश क्रमांक एसई (आर)/ईई जीजीपी-II/डीएलपी/20-21/डी-136 दिनांक 30.12.2020 को उक्तानुसार संशोधित माना जावे।

  
4/1/2021  
(संजीव माथुर)

मुख्य अभियन्ता एवं अति० सचिव  
सा०नि०वि, राज० जयपुर

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. श्रीमान प्रमुख शासन सचिव, माननीय मुख्यमंत्री कार्यालय, राजस्थान जयपुर।
2. निजी सचिव, श्रीमान प्रमुख शासन सचिव, सा.नि.वि., राजस्थान जयपुर।
3. निजी सचिव, श्रीमान शासन सचिव, सा.नि.वि., राजस्थान जयपुर।
4. मुख्य अभियंता, पीएमजीएसवाई/एन०एच०/भवन/गुण नियंत्रण, सा.नि.वि. राजस्थान जयपुर।
5. अतिरिक्त मुख्य अभियंता, सा.नि.वि. संभाग:- ..... (समस्त)।
6. अधीक्षण अभियंता, सा.नि.वि. वृत्त:- ..... (समस्त)।
7. अधिशाषी अभियन्ता, सा.नि.वि. खण्ड:- ..... (समस्त)।

  
4/1/2021  
(संजीव माथुर)

मुख्य अभियन्ता एवं अति० सचिव  
सा०नि०वि, राज० जयपुर

**OFFICE OF THE CHIEF ENGINEER P.W.D. RAJASTHAN, JAIPUR**

No.

Date

**CIRCULAR**

**Subject: Design of Road & Adoption of Specifications and Defect Liability Period (DLP)**

In light of the ongoing efforts to enhance road infrastructure and ensure long-term serviceability, the following directives are issued to all Technical Sanctioning Authorities of the department. These guidelines are intended to improve the overall quality and performance of roadworks, particularly with respect to design life, traffic capacity, material standards, and maintenance protocols during the Defect Liability Period (DLP).

**1. Design Considerations for Roadworks**

The design of roads shall adhere to the following key principles:

- (a) **Width of Carriageway:** Following PCU parameters at commencement of project shall be adhered:
- For traffic volumes up to 1,000 PCUs, a single lane (3.75 m) is required.
  - 1,000–2,500 PCUs - Intermediate lane (5.50 m)
  - 2,500–7,500 PCUs- Two lanes (7.00 m)
  - 7,500–10,000 PCUs- Two lanes with paved shoulder (10.00 m)
  - Above 10,000 PCUs- planning of Four lanes shall be initiated
- (b) **Axle Load Survey:** Ensure that accurate axle load surveys are conducted to determine the Vehicle Damage Factor (VDF) and the design traffic in MSA (Million Standard Axles) for heavy traffic loading areas such as mining roads or other important road sections.
- (c) **Design Life:**
- (i) For State Highways (SH), and Major District Roads (MDR), the design life shall be 15 years.
  - (ii) For Rural Roads (ODR & VR), the design life of 10 years to be considered.
- (d) **Overlay Design for Existing Roads:** For strengthening of existing pavements, use Benkelman Beam Deflection (BBD) or Falling Weight Deflectometer (FWD) to determine the overlay thickness as per the stipulations in IRC:81 & IRC:115.

Signature Not Verified

**2. Specifications and Standards**

All road works must comply with the MoRTH/MoRD specifications i.e. for ODR & VR MoRD specifications shall be followed and for SH and MDR category of roads with latest IRC codes and

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Gupta

Designation: Chief Engineer

Date: 2025.08.28 16:06:06 IST

Reason: Not Verified

guidelines as applicable. Additionally, all designs must account for the California Bearing Ratio (CBR) of the embankment/sub-grade and traffic volume projections.

### 3. Technical Sanction Documentation:

- (i) While issuing technical sanctions, the technical note / detail should invariably include present PCUs, Projected Traffic, Design life, MSA considered & lane configuration. Department should undertake periodical traffic surveys and form data base of SH/MDR roads.
- (ii) A certificate that relevant provision of the specifications and standards in the technical estimate has been catered should be given.
- (iii) For renewal of the existing SH&MDR roads, a single layer of Bituminous concrete i.e. B.C. having thickness not less than 30 mm shall be laid. In no case open graded premix carpet shall be permitted.
- (iv) For renewal on ODR & VR category of roads open graded premix carpet with seal coat shall be adopted. If the existing wearing course is superior than the open graded premix carpet than the composition of new wearing course shall be similar to the existing wearing course.
- (v) The wearing course for any type of roads works having design traffic more than 2 MSA, BC wearing course shall be provided not less than minimum 30 mm thickness. For all other ODR and VR roads having less traffic (< 2 msa) rural road specification shall be followed.
- (vi) For centrally sponsored scheme / project such as PMGSY roads / CRIF works, the roads should be constructed in accordance with the guidelines of the respective schemes.
- (vii) For the region having low CBR values, new material and methodologies for which guidelines are issued by IRC shall be considered while preparing the technical estimates.
- (viii) Maintenance during DLP should be ensured regularly as per the contract provisions and same shall be monitored through PWD SEWA app.
- (ix) All circulars issued by PWD from time to time related to Quality of works are to be duly complied by the Departments/ Undertaking/ Authority under administrative control.
- (x) **Defect Liability Period (DLP):** - A set time frame after a construction project is completed during which the contractor is responsible for rectifying defects or issues at their own cost and Redress Approved for issues with the construction workmanship and materials. The

Signature Not Verified

Digitally signed by Partha Chandra Gupta

Designation: Chief Engineer

Date: 2025.03.26 16:06:06 IST

DLP clause in the contract ensures that the employer receives a finished product that meets quality standards and specifications. During this period contractor is liable to keep the entire road surface and structure in defects free conditions.

Following are the important task to be carried out during the DLP by the contractor and should be mentioned in special condition of the contract with timelines:

S.No	Name of item/activities in one year	Frequency of operations
1	Maintenance of road including filling pot holes and patch repair etc.	As and when required.
2	Maintenance of road shoulder in proper condition to make them free from excessive edge dropoffs, roughness and scouring or pot holes.	As and when required
3	Cleaning of surface drains including reshaping to maintain free flow of water.	Twice in a year
4	Cleaning of culverts for free flow of water	Twice in a year
5	Maintenance of CD works.	As and when required
6	Maintenance of road signs, pavement markings and other traffic control devices.	Maintenance as and when required. Repainting once in a year
7	Clearing of tree branches / shrubs to keep the sight distance visible all the time.	Once generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required.
8	Maintenance of CC joints	Once in a year/whenever
9	Re-fixing displaced guard stones	Once in a year
10	Maintenance of guardrails and parapet rails	Repainting once in

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Designation: Chief Engineer  
 Date: 2025.03.28 16:06:06 IST  
 Reason: Approved  
 Repainting once in

		year
11	Maintenance of 200m and kilometer stones	Maintenance as and when required. Repainting once in year

- (xi) To fulfill above objective PWD SEWA app will be the basic tool for monitoring of the DLP works.
- (xii) DLP is currently five years for all road projects costing more than 10 lacs in the State, as per order No SE(R)/EE GGP-II/DLP/20-21/D-95 dated 06.01.2021, which is now modified to the extent as follows::
- The DLP shall be ten years for RoBs/ major bridges/flyovers, and approaches.
  - The DLP for standalone CC road projects and aggregate CC road works longer than 500 meters in a road works shall be ten years.

Provided that, for the centrally sponsored schemes, the DLP provisions will apply in accordance with the Standard Bidding Documents for the corresponding scheme. Provided further that the security deposit proportionate to the works at (a) & (b) shall be refunded only after completion of DLP of 10 years. For bituminous approaches to structures, the riding quality shall be maintained as per IRC guidelines during DLP.

All concerned officials are directed to ensure compliance with the above directives. The provisions of this circular will be applicable prospectively.

This bears competent approval.

**(T.C. Gupta)**  
**Chief Engineer & Addl. Secy.**  
**PWD, Rajasthan, Jaipur**

- SA to Hon'ble Dy. Chief Minister (PWD), Rajasthan, Secretariat, Jaipur
- PS to ACS, PWD, Govt. of Rajasthan, Jaipur
- PS to Secretary, PWD, Govt. of Rajasthan, Jaipur
- PS to Chief Engineer & Addl. Secy, PWD, Rajasthan, Jaipur
- PS to Chief Engineer (Roads/Bridges/ QC/CRIF/BLDG/SS/PMGSY/NH), PWD, Rajasthan, Jaipur
- Addl. Chief Engineer PWD Zone.....(All)
- Superintending Engineer PWD Circle.....(All)
- Executive Engineer PWD Division.....(All)

Signature Not Verified

Digitally signed by Tara Chand Gupta

Designation : Chief Engineer

Date: 2025.03.28 16:06:06 IST

Reason: Approved

**Corrigendum-I**

Subject:- Design of Road & Adoption of Specification and Defect Liability Period (DLP).

A circular issued by this office vide Rajkaj No. 12921520 dated 28.03.2025 and Corrigendum vide latter No.950 dated-11.07.2025, Clause-3 (Technical Sanction Documentation) sub clause xii(b) is revised as under:-

Previous clause	Revised clause
The DLP for standalone CC road projects shall be ten years.	The DLP for standalone CC road projects having Thickness up to 200mm will be 5 years, and the projects having thickness more than 200mm will be ten years.

(T.C. Gupta)  
Chief Engineer & Addl. Secy.  
PWD, Rajasthan, Jaipur.

**Copy to:-**

1. SA to Hon'ble Dy. Chief Minister (PWD), Rajasthan, Secretariat, Jaipur.
2. PS to ACS, PWD, Govt. of Rajasthan, Jaipur.
3. PS to Secretary, PWD, Govt. of Rajasthan, Jaipur.
4. PS to Chief Engineer & Addl. Secretary, PWD, Rajasthan, Jaipur.
5. PA to Chief Engineer (Road/SS/ NH/Bldg./ QC/PMGSY/CRIF), PWD, Rajasthan, Jaipur.
6. Addl. Chief Engineer, PWD, Zone-..... All
7. Superintending Engineer, PWD Circle-.....All.
8. Executive Engineer, PWD Division-.....All.

Signature Not Verified



Digitally signed by Tara Chand  
Gupta  
Designation : Chief Engineer  
Date: 2025.08.21 18:59:21 IST  
Reason: Approved



सत्यमेव जयोते

राजस्थान राजपत्र  
विशेषांक

साधिकार प्रकाशित

RAJASTHAN GAZETTE  
Extraordinary

Published by Authority

आश्विन 30, शुक्रवार, शाके 1943-अक्टूबर 22, 2021  
Asvina 30, Friday, Saka 1943- October 22, 2021

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

**G.S.R.364** .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

**1. Short title and commencement.**- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

**2. Insertion of new rule 75A.**- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

**"75A. Additional Performance Security.**- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**Explanation :** For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SPFC)/2017]

By Order of the Governor,

Vimal Kumar Gupta,  
Joint Secretary to the Government.

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राज्य केन्द्रीय मुद्रणालय, जयपुर।

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर।

क्रमांक: F/SE(IT)/ PWD/IFMS 3.0

Dated: /04 /2026

## Office Order

**Subject:- Implementation of GST-Exclusive BSR/BOQ in tenders w.e.f. 01.04.2026.**

In pursuance of the Finance (Financial Rules) Department, Government of Rajasthan circular dated 23.03.2026, the following instructions are hereby issued:-

1. All tenders to be invited on or after 01.04.2026 shall be based on BSR exclusive of GST, and the BoQ shall also be prepared exclusive of GST.
2. In respect of tenders already invited prior to 01.04.2026, where online Technical Sanction has not yet been updated/uploaded, the concerned authorities shall ensure that the BoQ is revised as GST-exclusive and uploaded on IFMS 3.0 accordingly.
3. In cases where tenders have already been invited but are scheduled to be received and/or opened on or after 01.04.2026, such tenders shall be postponed to a suitable date, and necessary action shall be taken to revise the BoQ based on BSR exclusive of GST before proceeding further.
4. At the time of payment, GST shall be added separately as per applicable rates, in accordance with the provisions of the Finance Department.

All concerned officers shall ensure strict compliance with these instructions.

**This order shall come into force with immediate effect.**

(Mookesh Bhati)

Chief Engineer (ROAD),  
PWD, Rajasthan, Jaipur.

**Copy forwarded to the following for information & necessary action:-**

1. PS to ACS, PWD Rajasthan Jaipur.
2. PS to Secretary, PWD Rajasthan Jaipur.
3. PS to CE&AS, PWD Rajasthan Jaipur.
4. PS to FA, PWD Rajasthan Jaipur.
5. The Addl. Chief Engineer, PWD, Zone-All .
6. The Superintending Engineer, PWD, Circle – All .
7. The Executive Engineer, PWD, Division-All.

RajKaj Ref No.:  
21589477

M e-Sign

