

**GOVERNMENT OF RAJASTHAN
PUBLIC WORKS DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER PWD
DN. RAJSAMAND**

Financial Bid

REF. OF NIT : **NIT NO. 02 / 2026 – 27**

Name of Work : Construction of Atal Path Road From Neelkanth Mahadev mandir
To Ambedkar Circle At Kunwariya

APPROXIMATE COST: Rs. 144.17 Lacs

COST OF TENDER : **Rs. 1500/- + 2000 (Processing fee)**

DATE OF Downloading: **From 13.05.2026, (10.00 AM) to
02.06.2026 (Upto 6.00 PM)**

Last date of Submission: **02.06.2026, (Upto 6.00 PM)**

Date of opening of bid: **03.06.2026 (11.00 AM Onwards)**

Date of Opening of Financial Bid: **To be announced**

COMPLETION PERIOD : **04 Months**

NAME OF CIRCLE : **P.W.D. Circle Rajsamand**

NAME OF DIVISION : **P.W.D. Division RAJSAMAND**

Instructions and Information to bidder regarding Fee, EMD etc.

Estimated Cost (In Lacs)	Earnest Money (in lacs)		Tender fee (in Rs.)	Period of Comp.	Date of Downloading	Last Date of online Submission	Date of online Opening
	2%	1/2%					
144.17	2.88348	0.72087	1500/- + 2000/-	04 Months	13.05.2026 (10.00 A.M.) to 02.06.2026 (Up to 6:00 PM)	02.06.2026 (Up to 6:00 PM)	03.06.2026 (11:00 AM)

1. The Tender Fee, Processing fee and EMD as mentioned above should be deposited in favour of Executive Engineer **P.W.D. Dn.RAJSAMAND** through single E-Gras Challan online and must be uploaded scan copy of Challan at the time of submission of online tender.
2. Only Single E-Grass Challan shall be accepted for Tender fee, Processing fee and EMD.
3. निविदादाता द्वारा निविदा शुल्क बिड सिक्योरिटी (बोली प्रतिभूति)/अतिरिक्त निविदा शुल्क, राजस्थान सरकार वित्त (जीएण्डटी) विभाग परिपत्र क्रमांक प.6(5) वित्त/साविलेनि/2018 जयपुर, दिनांक 27.04.2020 के बिन्दु 1 व 2 निर्माण विभागों की निविदाओं हेतु **RISL Fee** बजट मद 8658-00-102-(16)-[02] (निर्माण विभाग) में एवं बिड सिक्योरिटी (बोली प्रतिभूति) निर्माण कार्यों हेतु बजट मद 8443-108 (निर्माण विभाग) में तथा बोली दस्तावेज मूल्य (**Tender Fees**) बजट मद 0075-00-800-52-01 अन्य मद में ई-ग्रास पर ई-प्रोक्योरमेन्ट प्रक्रिया हेतु एक ही चालान से समबन्धि अधिशाषी अभियन्ता के नाम दिनांक 30.10.2025 सायं 6.00 बजे से पूर्व जमा करावाई जानी आवश्यक है
4. The Tender can be downloaded from web site www.eproc.rajasthan.gov.in

GENERAL 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.
- | | | |
|---------|-------|--------------------------------|
| Section | (i) | Notice inviting Tender |
| Section | (ii) | Schedule "G" |
| Section | (iii) | General Conditions of Contract |
| Section | (iv) | Special conditions of contract |
| Section | (v) | RPWA- 100 (form of agreement) |
- 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 Preparation of Tender :

- 4.1 The tender to be prepared and submitted by the tenderer through e-tendering to the for consideration shall comprises the following:
- (a) Form of tender and Appendix there to duly signed in accordance along with the complete tender document.
- (b) Earnest Money as per RPWA 100 in a separate envelope prescribed as mentioned elsewhere in the document.

5. Format of Tender :

- 5.1 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.
- 5.2 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.
- 5.3 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.

6. Deadline for Tender Submissions :

- 6.1 Tender must be submitted through e-tendering system upto **02.06.2026 (Upto 6.00 PM)** and shall be opened online **on 03.06.2026 at 11.00 A.M Onwards** in the presence of those tenderers who may choose to be present. If such last date is declared a public holiday by the Government in the receiving office, next official working day would be deemed as the last date for opening of the tenders.
- 6.2 The, the **Executive Engineer PWD Dn. RAJSAMAND** may at his discretion, extent the dead line for the submission of tenders by issuing an amendment to tenderers in which case all rights and obligations of the Addl. Chief Engineer and the tenderers previously subject to the original deadline shall thereafter by subject to the new deadline as extended.
- 6.3 Any tender received by the **Executive Engineer PWD Dn. RAJSAMAND**, after the deadline for submission of tenders prescribed by the the **Executive Engineer PWD Dn. RAJSAMAND** in accordance with the foregoing will be returned unopened to the tenderer.
- 6.4 No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiry of the period of validity of tenders specified in the Tender documents. With drawl of a tender in any form whatsoever during this interval shall entail the forfeiture of the Earnest Money deposit without any further notice or opportunity to the tenderer & without prejudice to any other legal rights & remedies open to the employer.

7. Notification of Award

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

8. Security Deposit:

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

SIGNATURE OF CONTRACTOR

Executive Engineer
P.W.D. Dn. RAJSAMAND

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

1. Contractor is supposed to carryout digitized photography at identified & selected locations on every road along with videography of complete road before construction, during construction & post construction at own cost.
2. The bidder shall submit a construction schedule as to how he proposes to commence the work and there after shall complete various stages of the work within the time schedule given by the procuring entity for stage wise completion of the work.
3. The construction of C.C. road works 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. Curing compound shall be used for curing of C.C. Pavement by the contractor at his own cost.
4. The Contractor is supposed to submit a suitable mix design for controlled concrete grade M-30 & Above, as per MoRTH specification. Suitable chemical admixture has to be used by the contractor in controlled concrete grade M-30 & Above. The cutting of joint shall be done immediately and suitable joint sealing compound confirming to IS:1834 shall be applied on the cleaned joints.
5. Payment for construction of CC Pavement is linked with construction of drains i.e. only that length of CC Pavement will be entitled for payment to the contractor in which drains have also been completed simultaneously. In this regards CE&AS PWD letter No. SE (Road)/D-302 Dt. 14.09.2016 shall be the part of this agreement.
6. The Executive Engineer (Mech.) or his representative is empowered to check all privately hired/owned machinery & report, if any under specifications machinery is being used by the contractor.
7. The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
8. None of the permanent work shall be carried out during nights or Sundays or any other holidays without permission in writing of the Engineer-in-Charge.
9. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.
10. (A) Quality control record will be maintained as per I.R.C. Special Publication 11 with appropriate specific tests being carried out in the respective P.W.D. Regional Laboratory or in the field laboratory for which the cost will be borne by the contractor. In case, it is found that the results obtained for the work done are below the prescribed standards/norms, then the contractor has to remove such defective work at his own cost, otherwise it shall be got removed by the Engineer- in-Charge at the risk and cost of the contractor.
(B) For any reason, if the testing is not possible in the site laboratory or in the respective PWD Regional Laboratory and Engineer considers testing to be conducted outside PWD, the testing so and required shall be done by contracting agency's cost only either from Government Engineering Colleges or from ISO:17025 certified/accredited laboratory. The required survey & leveling work etc should be done by the agency as & when required according to the direction of Engineer-in-charge.
11. Collection of all material and material to be used for road work shall be subject to satisfactory test result of quality control before use. If test results are not found satisfactory, the material shall be rejected or the rates may be reduced at the discretion of the Engineer-in-Charge and the contractor shall be bound to it.
12. The contractor will display adequate number of Caution Boards/Diversion Boards for guidance of proper safety of traffic plying on the road.
13. Before start of work display boards showing the name of work, sanctioned amount, Work Order amount, date of start, date of completion, name of division, contact telephone/mobile nos. etc. shall be displayed on either end of the project sections as per the directions of Engineer for which no extra amount is payable to the contractor.
14. The maintenance of the existing section of the stretch will be responsibility of the contractor during the entire construction period for which no extra payment is admissible to the contractor.

15. The Ministry of Road Transport & Highway (MoRTH) Specifications for Road & Bridge works (Fifth Revision, Year 2013) will form part of the contract document and the contractor will be legally bound to the various stipulations made there in, unless and otherwise specifically relaxed/waived wholly or partly through a special notification. In case of items not available in the MoRTH specifications book, Reference will be made to Rajasthan P.W.D. specification and circulars issued by the P.W.D. Rajasthan, Jaipur and Indian Road Congress.
16. The methodology and equipments to be used on the project shall be furnished by the contractor to the Engineer well in advance of commencement of work and approval of the Engineer is obtained prior to its adoption and use.
17. Before starting of work, contractor shall submit to the Engineer in Charge for approval a Program for execution of the work showing the general methods, arrangements, sequence and timing for all the activities in the works along with monthly cash flow forecast.
- 18.1 An update of the programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timings of the remaining works, including any changes to the sequence of the activities. The programme shall be updated monthly by the Contractor showing the actual progress achieved on each activity and the efforts which shall be made by him to make up for the shortfall, if any in the progress achieved and its effect on the completion period of the project, and submitted to the Engineer-In-Charge by 7th day of the succeeding month for review.
- 18.2 If the contractor does not submit an updated programme within this period, the Engineer may withhold sum of Rs 50,000/- from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 18.3 The Engineer's approval of the programme shall not alter Contractor's obligations. The contractor may revise the programme and submit it to the Engineer again at any time. A revised programme shall show the effect of Variations and Compensation events.
19. The contractor will establish the Quality Control Laboratory at each work site and a central laboratory having all required equipments as per bid document for the work at his own cost. The land and shade has to be arranged by contractor himself, and keep, complete equipments as per Annexure-1 Page 3 & 4 at site for checking of quality of material by the Engineer-in-Charges at all times. Survey instruments shall be made available at all work site by contractor. Payment of Work done will not be released without establishing the Laboratory. Photographs of Laboratory shall have to be submitted. For regular testing of the materials the contractor shall ensure that all the testing of materials/aggregate etc. is done regularly and the frequency prescribed in quality control manual/MoRTH specifications. The contractor will depute Staff in Laboratory and equipments in Laboratory as per as per list enclosed in compliance to order of the Chief Engineer(SS), PWD Rajasthan, Jaipur vide No. SE(SS)/QC/D-137 dated 19.07.2011.
20. The contractor shall have to provide steel channels of adequate section and sufficient in length to be fixed on the either edges of the road during laying/rolling of mix material at site. The contractor shall have to follow the provisions of IRC:SP-55-2014 "Guidelines on Traffic Management in Work Zones".
21. The defect liability period for the work executed under this agreement shall be as per circular issued by the Chief Engineer & A.S. PWD Rajasthan Jaipur vide Rajkaj No. 12921520 dt. 28.03.2025, SE(R)/ EEGGP-II/Circular/2025-26/D-950 dt. 11.07.2025 & Circular Dt. 21.08.2025 is as under: -

Particulars		DLP period
1.	BT work	5 Years after completion of work
2.	ROB/ major Bridge/ Flyovers and approaches	10 Years after completion of work
3.	Stand alone CC road projects	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

During this period, the contractor shall carry out maintenance and rectifications of defects (if any) of the job as per above circular 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. No extra payment for maintenance and rectification of defects during DLP shall be admissible to firm.

22. Monsoon period is included in completion period of the work.
23. If there is any typographical or clerical error in the nomenclature/ rates, the BSR of respective circle of PWD with subsequent all corrigendum for road work on which Schedule "G" is based, will be treated as correct.
24. Reference pillars of size 0.45X0.45 meter at 100mtrs distance on both side of road, plastered on road side face, duly marked RL of E/W, Sub base, WBM or WMM & BT should be constructed, whenever asked by Engineer-In- Charge for which no extra payment shall be done to the contractor.
25. Testing of bitumen shall be done as per norms, for which equipment shall be made available at site and plant site by the contractor. In this regard, circular issued by Chief Engineer & Addl. Secretary PWD Rajasthan, Jaipur vide no. CE (QC)/SE(QC)/2023-24/IOC-11162/D-123 dated 15.06.2023 is applicable. Also, the contractor, while submitting Format (A) attached with the above circular, is to ensure that all the Reference of bill/CRC mentioned in the format must necessarily be in the name of the contractor who has executed the agreement.
26. Contractor is required to conduct surface evenness test by roughometer before and after completion of the work and furnish to Engineer-In-Charge in three soft and hard copies for record on his own cost.
27. Contractor will have to provide site office with adequate facilities, field and plant laboratory unit with qualified testing staff and necessary informatory boards/maps showing salient feature of the project.
28. It shall be responsibility of the contractor himself to procure earth required as specified in respecting item for construction of embankment after temporary acquisition, if required, at his own cost.
29. All steel shall be procured as per Chief Engineer, PWD Rajasthan, Jaipur circular No. ACE(P)/EE (SS&C)/2021-22/D-17 dated 06.10.2021 or as amended thereafter.
30. The Agency has to follow & adhere the guidelines issued by the Govt. Of Rajasthan under Rajasthan Transparency in Public Procurement Act, 2012.
31. The Contractor will arrange Electricity and Water at his own cost.
32. The final bill shall be paid after receipt of NOC from mining department and submission of price escalation, if applicable.
33. Mixing of concrete shall be done by Batch Mix Plant (digitally controlled).
34. Portland Pozzolana Cement will not be allowed for any kind of CC work. Only OPC 43/53 grade cement shall be used in the work.
35. Since the printed agreement form of the Govt. Press is not available and agreement from printed from local market is used for agreement purpose of this work. However in case of any printed mistake or any other error, from the standard agreement form, the rules and conditions amended by Govt. vide No. F-3 (109) FD/Exp./III/69 Part Jaipur dated 30-08-1993 and G-2(I)/Exp./III/96 dated 12-06-1997 and further amended upto 25-09-2013 by the Govt. from time to time will be applicable in this case issued upto the date of issue of NIT.
36. All Circulars / Standing Orders/ Office Orders issued by the PWD, Rajasthan and Finance Department, Govt. of Rajasthan up to the date of submission of bid regarding execution of work shall be binding on the Contractor.
37. The scope of work as narrated in the tender can be decreased as per requirement of client department & finance made available by them to this department & no claim on this account whatsoever will be entertained.
38. For Construction of Bridge included in the above work, Contractor shall be responsible to carry out detail Geo-Technical testing and sub soil exploration and testing of soil strata at site including hydraulic data confirmation as required for design as per GAD of bridge and as per MoRTH/ IRC Specifications. The Structural design of all component of bridge and its accessories including Temporary Structure, Staggering, Scaffolding, Shuttering etc shall be prepared and submitted by the Contractor after proof checking and approval from recognized Govt. institution / Engineering College of repute like NIT/ IIT etc at his cost and its approval from Engineer Incharge of Department is mandatory prior to actual commencement of Bridge work. No Separate payment shall be admissible for these activities / works/ design.

SIGNATURE OF CONTRACTOR

Executive Engineer
P.W.D. Dn. RAJSAMAND

ADDITIONAL SPECIAL CONDITIONS

1. The security deposit amount of the work shall be refunded after **DLP** as per **Circular issued by the Chief Engineer &A.S. PWD Rajasthan Jaipur vide No. Rajkaj No. 12921520 dt. 28.03.2025, SE(R)/ EEGGP-II/Circular/2025-26/D-950 dt. 11.07.2025 & Circular Dt. 21.08.2025**. During this period, the contractor shall carry out maintenance and defect liabilities, if any, failing which it shall be carried out at the risk and cost of contractor and amount recoverable from the S.D. due amount.
2. The contractor shall engage un-skilled local labour from Rajasthan state preferably of the **Rajsamand District** for the execution of the work.
3. The payment of bitumen and emulsion will be made on production of C.R.C. issued by authorized refinery as per actual consumption and as per agreement rate.

SIGNATURE OF CONTRACTOR

Executive Engineer
P.W.D. Dn, RAJSAMAND

SCHEDULE 'G'

NAME OF WORK : Construction of Atal Path Road From Neelkanth Mahadev mandir
To Ambedkar Circle At Kunwariya

PART – DEFECT LIABILITY

The above work shall be maintained by the contractor after completion of this project, at his own cost as per **Circular issued by the Chief Engineer &A.S. PWD Rajasthan Jaipur vide No. Rajkaj No. 12921520 dt. 28.03.2025, SE(R)/ EEGGP-II/Circular/2025-26/D-950 dt. 11.07.2025 & Circular Dt. 21.08.2025.**

**EXECUTIVE ENGINEER
P.W.D. DIVISION RAJSAMAND**

**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 as per **Circular issued by the Chief Engineer &A.S. PWD Rajasthan Jaipur vide No. Rajkaj No. 12921520 dt. 28.03.2025, SE(R)/ EEGGP-II/Circular/2025-26/D-950 dt. 11.07.2025 & Circular Dt. 21.08.2025.** Road / Bridge /C.D. works executed by the Contracting agency shall be maintained by them at their own cost for Defect Liability Period as per above circular 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 as per **Circular issued by the Chief Engineer &A.S. PWD Rajasthan Jaipur vide No. Rajkaj No. 12921520 dt. 28.03.2025, SE(R)/ EEGGP-II/Circular/2025-26/D-950 dt. 11.07.2025 & Circular Dt. 21.08.2025.**
- 1.3 The word "Maintenance Road/Bridge/C.D. works during Defect Liability Period" means
(i) 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 and
(ii) To remove the defects as & when appear in part and entire structure of Road/Bridge/C.D. works, in specified time.
- 1.4 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 DLP as per **Circular issued by the Chief Engineer &A.S. PWD Rajasthan Jaipur vide No. Rajkaj No. 12921520 dt. 28.03.2025, SE(R)/ EEGGP-II/Circular/2025-26/D-950 dt. 11.07.2025 & Circular Dt. 21.08.2025.**
- 1.5 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.
- 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	Maintenance of road including filling pot holes and patch repair etc.	<u>As and when</u> required.
2	Maintenance of road shoulder in proper condition to make them free from excessive edge dropoffs, roughness and scouring or pot holes..	<u>As and when</u> required.
3	Cleaning of surface drains including reshaping to maintain free flow of water..	<u>Twice in a year.</u>
4	Cleaning of culverts for free flow of water	<u>Twice in a year.</u>
5	Maintenance of CD works.	<u>As and when</u> required.
6	Maintenance of road signs, pavement markings and other traffic control devices.	Maintenance as and when required. Repainting <u>once in year.</u>
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	<u>Once</u> in a year.
10	Maintenance of guardrails and parapet rails.	Maintenance as and when required. Repainting <u>once in year.</u>
11	Maintenance of 200m and kilometer stones	Maintenance as and when required. Repainting once in year

SIGNATURE OF CONTRACTOR

Executive Engineer
P.W.D. Dn, RAJSAMAND

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.	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.

Sd/-
Chief Engineer, PWD

APPENDIX - XI
Government of Rajasthan

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

Office of the _____ Department _____

NOTICE INVITING TENDERS FOR WORKS

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

- (i) Contractor's equivalent to A A class of Rajasthan Works of which cost exceeds Rs. 1.5 crores
 - (ii) Contractors equivalent to A Class of Rajasthan Works of which cost Rs. 1.5 crores
but not exceed Rs. 3.00 crores.
2. Contract document consisting of the detailed plan, complete specifications, the Schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, which will also be found printed in the form of tenders, can be seen at the office of the _____ (name of the officer) every day except on Sundays and Public Holidays during office hours.
 3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes, will be received by the _____ (name of the officer) up to _____ am/pm (time) on the _____ (date) and will be opened by him in his office at _____ am/pm (time) on _____ (date) in the presence of such Contractors or their authorized representatives, as are present.
 4. Tenders are to be submitted on a prescribed form, which can be obtained from the office(s) of the _____ (name of the officers) on payment of a sum of Rs. _____ in cash or by demand draft. The sale of tender forms will start at least _____ days before the date of receipt of tenders. The sale of tenders will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that the tenderer signs all the tender papers including conditions of Contract. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.
 5. The work is to be completely finished to the satisfaction of 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, subscribed "Tender for _____ and addressed to the _____ (name of the officer). Earnest Money, in cash or Bankers Cheques in the name of officer inviting tender or Demand Draft of nationalized/ Scheduled Banks, should be deposited with the cashier or authorized clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs. 5 crores and above, Earnest Money of Rs. 10 Lacs shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (Form RPWA 87) or in cash. Enlisted contractors shall be required to deposit ½ % of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.
 7. The Security Deposit @10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit. A contractor may however elect to furnish bank guarantee or any acceptable form of security for an amount equal amount to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution for the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at he time of furnishing bank guarantee, 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,	Division 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 Financial 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 and 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 re-tendering, he shall stand debarred from participating in such re-tendering 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 Contractor, will be required to pay Earnest Money @ $\frac{1}{2}$ % of estimated cost of work put to tender, in case of work for which they are authorized to tender under Rules for enlistment of contractors, but the amount to the extent of full Earnest money shall be liable to be forfeited in the event of circumstances explained in Clause 11 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.

Signature of Engineer - In- Charge
For and on behalf of the Governor of Rajasthan

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 authorized Engineer. The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorized Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
3. 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.
4. 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.
5. The Chief Engineer or other duly authorized Engineer will open the tenders in the presence of any contractor(s) or **their** authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.
6. The Chief Engineer or other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorized Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in charge not to consider the tender, forfeit the amount of earnest money and/or de-list the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with work given to him in form given below. The unsuccessful tenderer shall return all the drawings given to them.

Declaration

- "I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same."
11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
 12. On acceptance of the tender, the name of the accredited representative (s) of the Contractor (with a photograph and, signature attested), who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated to the Engineer-in-Charge.
 13. Sales tax or any other tax on materials or Income Tax in respect of the contract shall be governed by Clause 36A,B, C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions for the Income Tax Act, in force from time to time.
 14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering a well as witnessing the tender, liable to summary rejection.
 15. If on check, there are some discrepancies, the following procedure shall be followed: -
 - (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate,
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates,
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
 16. The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, hereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provision of the Act.
 17. The contractor shall read the specifications and study the working drawings carefully before submitting the tender.
 18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
 19. The tender documents show already the specific terms and conditions on which tenders are required by the government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm; as such conditional tenders

are liable to be rejected.

20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
21. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-Charge shall be at liberty to forfeit the said earnest money absolutely.
22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form : -

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

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

Tender for works

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

Memorandum

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

(d) Security Deposit: -

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

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

Signature of Witness
Witnesses address & occupation

Signature of Contractor
Address of Contractor

Date

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

Dated

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

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

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

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by and dispute between the 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 authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

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

Clause 2: Compensation for delay

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

A.	Time Span of full stipulated period	1/4th (____Days)	1/2th (____Days)	3/4th (____Days)	Full (____Days)
B	Work to be completed in terms of money,	1/8th (____Days)	3/8th (____Days)	3/4th (____Days)	Full (____Days)
C.	Compensation payable by the contractor for delay attributable to contractor at the stage of:	Delay up to one-fourth period of the prescribed time span 2.5% of the work remained unexecuted Delay exceeding one-fourth period but not exceeding half of the prescribed time span 5% of the work remained unexecuted. Delay exceeding half of the period but not exceeding three-fourth of the prescribed time span 7.5% of the work remained unexecuted. Delay exceeding three-fourth of the prescribed time span 10% of the work remained unexecuted.			

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

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

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

In case the delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The 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 condition, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

Clause 3: Risk & cost Clause

The 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 rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases :-

- (i) If Contractor having been given by the 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 or the Court shall make an order that the company shall be wound up or if receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any acts mentioned in Clause 19 hereof. When the contractor has made himself liable for action under any of the cases aforesaid, the 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 shall be liable to be forfeited and shall be absolutely at the disposal of Government.
 - (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with cost of the labour and the price of the materials (of the amount of which cost and price certified by the 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 expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - (c) After giving notice to the Contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands and to give it .to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been 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 contractor on any other account, whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any

one or more of the above courses being adopted by the 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 hereof, and he shall only be entitled to be paid the value so certified.

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

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

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

- (ii) In the event of the 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 authorized 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 authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Chief Engineer or other duly authorized Engineer may remove them at the Contractors expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly authorized engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 5 : Extension of Time

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

Clause 5 A: Monthly Return of Extra Claims

Contractor has to submit a return every month for any work claimed as extra. The Contractor shall deliver the return in the office of the Executive Engineer and obtain Receipt Number of the 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 realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge he or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that is subsequent to the taking of measurements by the subordinate as aforesaid, the 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, that 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 therefore, 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 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 7A Time Limit for Payments of Final Bills

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

Clause 8: Bills to be submitted monthly

A bill shall be submitted by the Contractor each month on or before the date fixed by the 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, authorized or paid, if possible, before the expiry often days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the 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 8 A: Contractor to be given time to file objection to the Measurements recorded by the Department

Before taking any measurement of any work, as have been referred to in preceding Clauses 6,7 & 8 the 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-incharge then in any such event, the measurements taken by the Engineer-incharge or by the subordinates deputed by him as the case may be ,shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same

Clause 8 B: Recovery of cost of preparation of Bill

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

Clause 9 : Bills to be on printed forms.

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

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

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

Clause 10 : Stores supplied by Government

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's store, 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 Security Deposit or the proceeds of sale, if the same is help 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 Officer's store, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not be entitled to return any such materials, unless with such consent, an 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, addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach, Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, of non-supply thereof, all or any such materials and stores.

Clause 10 A : Rejection of materials procured by the Contractor

The 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 10C: Hire of Plant and Machinery

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

Clause11: Works to be executed in accordance with Specifications. Drawings. Order etc.

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

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

Clause 12 :

The 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 alteration, omission, additions or substitutions shall not invalidate the contract and any altered or substituted additional work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. The rates for such addition, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

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

substituted items as individually exceed the percentage set out in the tender documents under clause 12 A.

- (a) For the purpose of operation of clause 12(v) the following works shall be treated as work relating to foundations: -
- (b) For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (c) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (d) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
- (e) For roads, all items of excavation and filing including treatment of sub base and soling work.
- (f) For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (g) For open storm water drains, all items of work except lining of drains.
- (h) Any other items of similar nature which 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 12 A :

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 instruction, which shall involve any curtailment of the work, as originally contemplated.

Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in- charge shall have, 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 an authorized authority or the Engineer-in-Charge or his subordinates in-charge of the work, or to the committee of retired officers appointed by the State government, for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the 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 and provide other proper and suitable materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the 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 cast 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 an other authorized agency of the Government and the

Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

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

The contractor shall give not less than five days notice in writing to the 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 replaced beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in-charge of the work. And if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or for the materials which the same was executed.

Clause 17 : Contractor liable for damage done and for imperfections

If the contractor or his work people or servants shall break deface, injure or destroy any part of a building in which they may be working, or any building road, fence enclosure or grass land, or cultivated ground continued to the premises on which the work or any part of it, is being executed, or if any damage shall happen to the work while in progress, from any cause whatsoever or any imperfections become apparent in it within a period specified in clause 37 after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid the contractor shall make the same good at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which he 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 supply at his own cost all material (except such special material if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's store) plants, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper for the proper execution of the work whether original, altered, or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, of which may be necessary for the purpose of satisfying or complying with the requirements of the 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 supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing an assisting in the measurement or examination at any time and from time to time of the work or materials, failing his so doing, the same may be provided by the Engineer-in-Charge at the expenses of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his Security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit action proceeding. To any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

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

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief-Engineer may, thereupon, by notice, in writing, rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government, and the same consequences shall be ensured 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 carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall 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 and /or Chief Accounts Officer
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrance, (iv) Chief Engineer-cum-Addl. Secretary of the concerned department (v) Chief Engineer concerned (Member-Secretary)

The 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 lac) from the contractor, shall refer the disputes to the committee, within a period of one month from the date of receipt of application.

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

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

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceedings relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any article or part thereof, include in the contract, in the event of any claims made under or action brought against Government. In respect of any such matters as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise there from provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the 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 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 involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the 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 'work' or 'works' where used in conditions shall unless there be something either in subject or context repugnant to such construction be considered and taken to mean the works by or by virtue of the contract to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 27 A :

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

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

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

Clause 29 A : Payments at part rates

The rates for several items of work may be paid at part rates" provisionally in running bills in proportion to the quantum of items executed at the discretion of 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, whether applied to net or gross amount of bills

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

Clause 31 : Contractor to adhere to labour laws/regulation

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

Note:-All contractor with Government shall require registration of workers under the building & other construction workers (Registration of Employment & condition of Services) Act, 1996 and extension of benefit to such workers under the Act.

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 contract 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 side 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 on the building 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 36A :

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 36B :

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

The Contractor himself will pay royalty or other tax on materials issued in the process of fulfilling contract, payable to the Government under rules in force.

Clause 36D :

In respect of goods and materials procured by the Contractor, for use in works under the contract, the Contractor himself will pay sales tax. 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 36E : As per Finance Department Circular No. F.3(2)/FD/ GF&AR/ 2020 dated 07.01.2021

Clause 37 : Refund of Security Deposit.

The Security Deposit will be refunded after the expiry of the period, as prescribed below: -

- (a) In case of contracts relating to hiring of trucks and other T & P, transportation including loading, unloading of materials, and the amount of Security Deposit is refundable along with the final bill.
- (b) Supplies of material: As per provisions of the G.F. & A.R.
- (c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid.
- (d) Original works/special repairs/renewal works: Six months after completion except in case of works, such as building works, bridge works, cross drainage works, Dams, Canals, Water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Security Deposit will be refunded 6 months after completion or expiry of one full rainy season or after expiry of defect liability period, whichever is later, provided the final bill has been paid.

Clause 38 : Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to labours engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement. Explanation: "Fair Wage" means minimum wages for time or piecework, 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 the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's labour Regulations made or that may be made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and unauthorized deduction, maintenance of wages register, wage card, publication of scale or wages and other terms of employment, inspection and submission of periodic returns and other matters of 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-a-vis the Government of Rajasthan, the contractor shall be primary liable for all payment **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 tech. staff

The contract shall to engage the tech. staff as follows on the contract works:-

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

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

Clause 39A:

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, **and the Rules and Orders issued**, there under, from time to time, if he fails to do so, his failure will be a breach of contract. The **Contractor shall also be liable for any** pecuniary liability arising on account of any violation by **him** of the provisions of the said Act.

Clause 40: Safety Code

The contractor shall follow the safety code of the department.

Clause 41: Near Relatives barred from tendering

The contractor shall not be permitted to tender for works in 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 the condition by the contractor **would render him liable** to remove from the approved list of contractors of the Department. If such facts are 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, 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 term 'near relative' is meant wife, husband, parents and grand parents, children and grand children, brothers **and** sister, **uncles** and **cousins** and their corresponding in-laws.

Clause 42: Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative **duties in an Engineering** Department of the Government of Rajasthan is allowed to work as a contractor for a period of 2 year 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, the Chief Engineer or duly authorized Engineer shall have the option of **terminating the contract without** any compensation.

Clause 45: Price Variation Clause

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

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

(A) Labour

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{I_{L1} - I_{LO}}{I_{LO}}$$

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

I_{L1} The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published 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 govt. or other component authority nothing extra would be payable except the price escalation permissible under this clause.

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

$$V_M = 0.75 \times \frac{P_M}{100} \times R \times \frac{(L_{M1} - L_{MO})}{L_{MO}}$$

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

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

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

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

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

(C) Bitumen

$$V_b = 0.85 \times \frac{P_b}{100} \times R \times \frac{(B_1 - B_0)}{B_0}$$

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

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

B₀ = The official retail price of bitumen at the IOC depot at nearest center on the day 28 day prior to date of opening of Bids.

Bi = 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

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

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

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

F₀ = 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.

F₁ = The average wholesale price index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

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

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

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

(E) Cement

$$V_o = 0.75 \times \frac{P_c}{100} \times R \times \frac{(L_{e1} - L_{co})}{L_{co}}$$

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

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

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

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

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

(F) Steel

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

V_s = 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_{so} =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_{st} =The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the Government of India, Ministry of Industries).

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

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

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

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

Where

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

P₀= Price quoted/confirmed.

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

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

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

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

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

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

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

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

General Conditions for admissibility of Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The break-up of components of labour/materials (excluding materials to be supplied by the Department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been predetermined as below :-

(a) Labour	17.53%	Percent
(b) Material	45.58%	Percent
(c) Bitumen	0.00%	Percent
(d) Diesel and Petrol	2.51%	Percent
(e) Cement	32.07%	Percent
(f) Steel	2.31 %	Percent
Total	100	100 Percent

- 3 While allowing price escalation the following shall be deducted from the value of work done®

- (a) Cost of material supplied by the Department
 - (b) Cost of services rendered as per clause 34
 - (c) Secured Advance/any advance added earlier but deducted now after work is measured.
 - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the period shall be taken into account. For subsequent statement cost of work done during every quarter shall be taken into account At the completion of work, the work done during the last quarter or fraction thereof shall be taken into account
 5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of preparation of bill as entered in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bill relevant to any period. The date of completion as finally recorded by the competent authority in the Measurement Book shall be the criterion.
 6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
 7. Price adjustment clause shall be applicable only for the work that is carried out with in the stipulated time of extension there of, as are not attributable to the contractor.
 8. If during the progress in respect of contract works stipulated to cost Rs. 50 Lacs or less, the value of work actually done excluding cost of material supplied by the Department exceeds Rs. 50 Lacs and completion period is more than 3 months, then escalation would be payable only in respect of value of work in excess over Rs.50 lacs from the date of satisfying both the conditions.
 9. Where originally stipulated period is 3 months or less but actual period of execution exceeds beyond 3 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 Lacs.
 10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally give based upon the price index of that quarter in which such work was required to be done.
 11. No claims for price adjustment other than those provided herein, shall be entertained.
 12. If the period of completion including extended period attributable to Govt exceeds 3 months but cost does not exceeds more than Rs. 50 Lacs. No escalation is admissible.

13. Similarly, if cost of works increases more than Rs.50 Lacs but completion period including extended period attributable to govt, is less than 3 months no escalation is admissible.
- 14 No provisional escalation is payable on the basis of indices of the previous quarter in absence of non-publication of indices for concerned quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period 3 months and amount of work Rs. 50 Lacs) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 Lacs and in period of work beyond 3 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other document as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-charge may required any document so kept and such other information as the Engineer-in-charge may require.

Clause 46: Force Mejeure

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

Clause 47: General Discrepancies and Errors

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

Clause 48: Post payment Audit & Technical Examination

The Government shall have right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting voucher, abstracts, etc. to be made within 2 years after payment of the final bill and if as a result of such audit and technical examination any sum 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 Organization, and payment by an Engineer or an Accounts Officer/Sr. Accounts Officer/Chief Accounts Officer/ Financial Advisor, as the Government may in its absolute discretion prescribe. Any over payments/excess payments detected, as a result of such pre-check or post check of Contractor's bills can be recovered from the contractor's bills, in the manner, herein before provided and the contractor will refund such over/excess payments.

Clause 48 B: Check Measurements

The department reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific works, or by other special orders (about which the decision of the department shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 49: Dismantled materials

The contractor in course of the work should understand that all materials e.g. stone bricks/steels and other material obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government as per direction of the 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 Security Deposit, Security Deposit at the time of the enlistment of the Contractor. In the event of security being insufficient or if no security has been taken then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor, under this or any other contract with the Government of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Department on demand the balance remaining due. The department shall further have the right to affect such recoveries under Public Demands Recovery Act.

Clause 51: Jurisdiction & Court

In the event of any dispute arising between the parties hereto in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place where agreement is executed and no other court, after completion of proceedings under clause of this Contract.

Clause 52: Additional Performance Guarantee

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

ANNEXURE TO APPENDIX XI

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. **Short title:** These regulations may be called "The Rajasthan public Works Department contractor's labour Regulations".
2. **Definition:** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say: -
 - (i) "Labour" means workers employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf,
 - (ii) "Fair Wage" means minimum wages for time or piecework fixed or revised by the State Government under the Minimum Wages Act, 1948.

- (iii) "**Contractor**" shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract,
- (iv) "**Wages**" shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.
- 3. **Display of Notice regarding wages etc:**
The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and in conspicuous places on the work notices in English and the correctly maintain in Hindi, by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
- 4. **Payment of Wages:**
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
- 5. **Fixation of wage periods:**
 - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry often days after the last day of the wage period in respect of which the wages are payable,
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated,
 - (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.

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.
 - (i) The Contractor shall also maintain a wage-slip for each worker employed on the work
 - (ii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.
- 7. **Fines and deductions which may be made from wages:**
 - (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized namely the following:-
 - (a) Fines
 - (b) Deduction for absence from duly i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (ia) The Rajasthan Government may from time to time, allow deductions other than those specified in clause (i) above
 - (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions,
 - (iii) The total amount of fines, which may be imposed in any one-wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period,
 - (iv) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
- 8. **Register of fines etc.:** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made. The Contractor shall maintain both in English and local Indian Language, a list approved by the Labour commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.
- 9. **Preservation of Register:** The wage register the wage card and the register of fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.
- 10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall, investigate into any complaint regarding default made by the Contractor or Sub-contractor in regard to such provisions.
- 11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized a aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned. In case contractor under clause 12 of these regulations makes an appeal, the Executive Engineer will make actual payment to Labours after the Labour commissioner had given decision on such appeal.
- 12. **Appeal against the decision of labour Welfare Officers:** Any person aggrieved by he decision and recommendation of the Labour Welfare Officer or other persons, so authorized, may appeal against such decision to the labour Commissioner within 30 days from the date of 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.
- 12A. No party shall be allowed to be represented by a lawyer during any investigation enquiry, appeal or any other proceedings.
- 13. **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 authorized 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,

interpretational effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State government in that behalf shall be final.

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

1. Willful insubordination or disobedience whether alone or in combination with another.
1. The fraud or dishonesty in connection with the contractor's business or property of the Rajasthan P.W.D.
2. Taking or giving bribes or any illegal gratification.
3. Habitual late attendance.
4. Drunkenness, fighting, riot or disorderly or indecent behavior.
5. Habitual negligence.
6. Smoking near or around the area where combustible or other materials are stocked.
7. Habitual indiscipline.
8. Causing damages work in progress or to property of the Rajasthan P.W.D. or the contractor.
9. Sleeping on duty.
10. Malingering or slowing down work.
11. Giving of false information regarding name, age, and father's name.
12. Habitual loss of wage cards supplied by the employers.
13. Un-authorized use of employer's property or manufacturing or making of un-authorized articles at the work places.

14. 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.
15. Making false complaints and/or misleading statement.
16. Engaging in trade within the premises of the establishment.
17. Any delinquency of business affairs of the employers.
18. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
19. Holding meeting inside the premises without previous sanction of the employer.
20. Threatening or intimidating any workman or employee during the working hours within the premises.

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

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

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

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

S.No.	Item	Rate	Place of Delivery and return

Progress Statement referred on Clause 2 of Conditions of Contract

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

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

Dated Signature of Engineer-in-charge

Dated Signature of Contractor

NOTES: - FOR FILLING IN THE PROGRESS STATEMENT FORM

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

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
	Unit	Rs.	NP.	
Doors, with Chowkhats				
_____do_____				
_____do_____				
Windows with Chowkhats				
_____do_____				
_____do_____				
Steel Shapes				
_____do_____				
_____do_____				
Bars Mild Steel				
Sheets plain, G.I._do_____				
corrugated G.I. fitting, Wire Belts				
Tower				
_____do_____				
Locks, Mortise				
do_____do _____Rim				
Hinges, Butt				
_____do_____				
Hinges, Spring				
Cement, Portland				

Note: The person or firm submitting the tender should see the rates in the above schedule are filled up by the Engineer Incharge 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 work	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.

Dated Signature of Engineer-in-charge

Dated signature of Contractor

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

- Columns of 2,3, and 4 must be initialed and dated by the contractor.
- Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also.
- The date in column 2 should correspond to the date on which the order to commence work is give to the contractor, specified in line3, clause2, page 3 of the "conditions of contract".
- The date in column 3 must correspond to the period stated in clause (f) page 2, of the tender.
- Column 4.This will ordinarily be worked out proportionately; thus if Rs. 24,0000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the C E.
- The certificate as to intimation acceptance offender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorized Engineer and the contractor,

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

[illegible]



**GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)**

No. F.3(2)FD/GF&AR/2020

Jaipur, dated: 07-01-2021

ORDER

The Governor is pleased to order that the following amendment is hereby made in the Public Works Financial & Accounts Rules, Part-II :

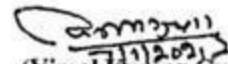
1. After existing clause 36D of Conditions of Contract of Appendix XI, a new clause 36E shall be added, as under :-

"Clause 36E: If any rates of Tax are increased or decreased, a new tax is introduced in India only, an existing Tax is abolished, or any change in interpretation or application of any Tax resulting from a change or Introduction in India only due to any National or State Statute, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority in India only, in the course of performance of contract, which was or will be assessed on the Contractor, in connection with the performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

However, these adjustments would be restricted to direct transactions between the Owner and Contractor only those items which are included in bid. Further, no adjustment of the Contract Price shall be made on account of variation in deemed export benefits, if any. Any increase or decrease which is included in price variation formula incorporated in the contract shall not be accounted for this purpose.

Such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time."

By Order,



(Vimal Kumar Gupta)

Joint Secretary to the Government

Copy forwarded for information and necessary action to:

1. Secretary to H.E. Governor.
2. Principal Secretary, Hon'ble Chief Minister, Rajasthan.
3. All Special Assistants/Private Secretaries to Ministers/State Ministers.
4. Principal Accountant General (A&E/Audit) Rajasthan, Jaipur.
5. All Addl.Chief Secretaries/Principal Secretaries/Secretaries, Rajasthan.
6. Sr. Dy. Secretary to Chief Secretary, Rajasthan.
7. Principal Chief Conservator of Forests (HoFF) Rajasthan.
8. Director, Treasuries and Accounts/Inspection/Local Fund Audit, Rajasthan.
9. All Chief Engineer, PWD/WRD/PHED/RWSSMB/GWD/IGNP/CAD, Rajasthan.
10. All FA/CAO, RWSSMB/PWD/WRD/PHED/GWD/IGNP/CAD/Forest Department, Rajasthan.
11. All Treasury Officers/Sub-Treasury Officers, Rajasthan.
12. All Sections of Finance Department.
13. Technical Director, Finance Department to upload this order on FD website.
14. Guard File.


(Gargi Singh)

Chief Accounts Officer

(PWF&AR - 81/2021)

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN, JAIPUR

No. CE&AS PWD/Bid evaluation/ Sec-III/D:- 2280

Date:- 13/11/24

Circular

Subject:- Amendments in Potential Assessment/Post Qualification.

In reference to the previous circular issued by department vide no. D-1835 Dated 04.02.2019 partial amendments in Special conditions of contract for Potential Assessment/Post Qualifications shall be applicable in addition to all other terms and conditions already prescribed under standards agreement forms, rules and regulations to contracts as below.

Potential Assessment:-

- a) Rs.300 Lakh to Rs. 1000 Lakh For Road & Bridges.
- b) Rs.200 Lakh to Rs. 1000 Lakh For Building & other construction activities.

Post Qualification:-

- a) Rs. 10 Crore to Rs. 100 Crore for Road & Bridges
- b) Rs. 10 Crore to Rs. 50 Crore for Building & other activities.

To increase the bidder's participation in technical bid, following amendments are given below.

Clause No.	Clause	Clarifications														
3 (ii)	The bidder should have completed at least one work of similar nature of Road/ Bridge/Building work in last five years (including current year, if opted by the bidder) of the value (updated to present price level) not less than 33.33% of the cost of the work (bid cost).	The actual date of completion of work should be in last five financial years (including current year, if opted by bidder).														
		<table><tr><th>Financial Year</th><th>Factor</th></tr><tr><td>2024-25 (Current Financial Year)</td><td>1.0</td></tr><tr><td>2023-24</td><td>1.0</td></tr><tr><td>2022-23</td><td>1.1</td></tr><tr><td>2021-22</td><td>1.21</td></tr><tr><td>2020-21</td><td>1.33</td></tr><tr><td>2019-20</td><td>1.46</td></tr></table>	Financial Year	Factor	2024-25 (Current Financial Year)	1.0	2023-24	1.0	2022-23	1.1	2021-22	1.21	2020-21	1.33	2019-20	1.46
		Financial Year	Factor													
		2024-25 (Current Financial Year)	1.0													
		2023-24	1.0													
		2022-23	1.1													
		2021-22	1.21													
		2020-21	1.33													
2019-20	1.46															
3(iii)	The bidder should have achieved a financial turnover of at least 33.33% of the cost of work (bid cost).	For this purpose, the turnover of each year shall be updated to the present price level as per the updation factors as mentioned against each year. For example: If current financial year is 2024-25 and last 5 financial years are 2019-20 to 2023-24 and if the bidder opt the current financial year 2024-25 for assessment, year 2019-20 will not be considered for evaluation purpose. Enhancement factors shall be as follows:-														
		<table><tr><th>Financial Year</th><th>Factor</th></tr><tr><td>2024-25 (Current Financial Year)</td><td>1.0</td></tr><tr><td>2023-24</td><td>1.0</td></tr><tr><td>2022-23</td><td>1.1</td></tr><tr><td>2021-22</td><td>1.21</td></tr><tr><td>2020-21</td><td>1.33</td></tr><tr><td>2019-20</td><td>1.46</td></tr></table>	Financial Year	Factor	2024-25 (Current Financial Year)	1.0	2023-24	1.0	2022-23	1.1	2021-22	1.21	2020-21	1.33	2019-20	1.46
		Financial Year	Factor													
		2024-25 (Current Financial Year)	1.0													
		2023-24	1.0													
		2022-23	1.1													
		2021-22	1.21													
2020-21	1.33															
2019-20	1.46															



Signature valid

Digitally signed by Taran Chand Gupta

Designation : Chief Engineer
Date: 2024.11.13 10:54:41 IST
Reason: Approved

All concerned are directed to take necessary action accordingly. This bears approval of administrative department vide ID no. E-FILE dated 11.11.2024.

(E-Signature)
(Tara chand Gupta)
Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur

No. CE&AS PWD/Bid evaluation/ Sec-III/D:-

Date:-

Copy to the following for information and necessary action:-

1. S.A. to Hon'ble Deputy CM.
2. P.S. to Principle Secretary, PWD Rajasthan, Jaipur.
3. P.S. to Secretary, PWD Rajasthan, Jaipur.
4. Chief Engineer (NH/PMGSY/SS/Bldg./Road/Bridge/CRIF/) PWD, RAJASTHAN, Jaipur.
5. FA PWD/ FA (NH)
6. Additional Chief Engineer Zone (All)
7. Superintendent Engineer Circle (All)
8. Joint Director (IT) For uploading Circular on departmental website
9. Executive Engineer (All Division)

(E-Signature)
(Tara chand Gupta)
Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur

Signature valid

Digitally signed by Tara Chand Gupta
Designation : Chief Engineer
Date: 2024.11.13 10:54:41 IST
Reason: Approved

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 बाबत राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंधों में Deletion of Arbitration Clause के संबंध में 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 किसी प्रकरण विशेष में माध्यस्थम् क्लॉज रखा जाना आवश्यक हो तो ऐसे प्रकरण में वित्त विभाग की पूर्व अनुमति से ही माध्यस्थम् करार रखा जाना वांछनीय होगा।

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


31/3/2022
(संजीव माथुर)

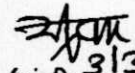
मुख्य अभियन्ता (पथ) एवं अति.सचिव
सा.नि.वि., राजस्थान, जयपुर

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 एनालिस्ट) 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

राजस्थान सरकार
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013

परिपत्र सं. - 3/2013

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, अधिसूचनाएँ, विभागीय संहिताएँ, निर्देशिकाएँ, 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.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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.

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

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

OFFICE OF THE CHIEF ENGINEER, PWD, RAJASTHAN, JAIPUR

No:- ACE(M)PWD/SPPP /13-14/D-914

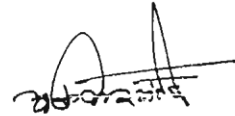
Date:- 6/1/14

Office Order

As per RSPP Act & Rules, Appointment of 1st & 2nd Appellate Authorities at various procurement entities level, will be as per table placed below with immediate effect:-

S.No.	Procurement Entity Level	1 st Appellate Authority	2 nd Appellate Authority
1	EEs	SE Concerned	Addl. CE Concerned
2	SEs	Addl. CE Concerned	CE Concerned
3	Addl. CEs	CE Concerned	CE & Addl./ Secy. PWD
4	CEs other than CE&AS	CE&AS	Secy PWD
5	CE & AS	Secy PWD	Pr. Secy. PWD

This bears approval of the administrative department.



(A.K. Sanghi)

Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur

No:- ACE(M)PWD/SPPP /13-14/D- 914

Date:- 6/1/14

Copy to following for information and necessary action:-

1. PS to Pr. Secretary, PWD, Rajasthan, Jaipur.
2. PS to Secretary, PWD, Rajasthan, Jaipur
3. PS to CE&AS/ CE (NH)/ CE (R)/ CE (P&M), PWD, Rajasthan, Jaipur
4. PA to FA/FA(NH), PWD, Rajasthan, Jaipur
5. Addl CE (all) PWD, Rajasthan, Jaipur
6. SE (all) PWD, Rajasthan, Jaipur
7. EE (all) PWD, Rajasthan, Jaipur
8. Guard File

OFFICE ADDL. C.E. PWD ZONE JODHPUR

R.R.NO. 2887 Date 17/1/2014

Marked To DLR All Advertis

Specific Direction if any



(Yogesh Gupta)
Addl. Chief Engineer (Mech.)
PWD, Rajasthan, Jaipur

OFFICE OF THE CHIEF ENGINEER, PWD, RAJASTHAN, JAIPUR

No:- ACE(M)PWD/SPPP /13-14/D- 915

Date:- 6/1/14

Office Order

As per the provisions in the RTPP Rules 2013 (Chapter-II) total 7 nos committees are constituted at procurement entity level, as give below:-

1. Preparation of bidding document
2. Opening of bids
3. Evaluation bids
4. Monitoring of contract
5. Spot purchase
6. Competitive negotiation
7. Any other purpose relating to procurement

The members in committees at various procurement entities levels, are as per table below:-

S.No.	Procurement Entity Level	Members of Committees			
		1	2	3	4
1	EEs	EE Concerned	TA to EE	Divisional Accountant	AEN Concerned
2	SEs	SE Concerned	TA to SE	AAO	EE Concerned
3	Addl. CEs	Addl. CE Concerned	TA to ACE	Sr.A.O./A.O./Senior most accounts official	SE Concerned
4	CEs	CE Concerned	TA to CE Concerned	FA/ Senior most accounts official	Addl CE Concerned

(A.K. Sanghi)

Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur

No:- ACE(M)PWD/SPPP /13-14/D- 915

Date:- 6/1/14

Copy to following for information and necessary action:-

1. PS to Pr. Secretary, PWD, Rajasthan, Jaipur.
2. PS to Secretary, PWD, Rajasthan, Jaipur

3. PS to CE&AS/ CE (NH)/ CE (R)/ CE (P&M), PWD, Rajasthan, Jaipur
4. PA to FA/FA(NH), PWD, Rajasthan, Jaipur
5. Addl CE (all) PWD, Rajasthan, Jaipur
6. SE (all) PWD, Rajasthan, Jaipur
7. EE (all) PWD, Rajasthan, Jaipur
8. Guard File


(Yogesh Gupta)
Addl. Chief Engineer (Mech.)
PWD, Rajasthan, Jaipur



कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान जयपुर
क्रमांक एसई (आर)/ईई जीजीपी-11/डीएलपी/20-21/डी-136 दिनांक 30/12/20

कार्यालय आदेश

विभाग के आदेश क्रमांक CE(Bldg.)DLP.(Bldg. Works)/D-268 दिनांक 07.10.2009 एवं क्रमांक SE(SS)/DLP/2011-12/D-624 दिनांक 12.10.2012 को अधिक्रमण (Supersede) करते हुए राज्य योजनाओं में लागत राशि रु0 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।

(संजीव माथुर)
30/12/2020

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)।

(संजीव माथुर)
30/12/2020

मुख्य अभियन्ता एवं अति० सचिव
सा०नि०वि, राज० जयपुर

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN, JAIPUR

No. CE&AS PWD/Bid evaluation/ Sec-III/D:-4295

Date:-15/02/2025

Circular

Subject:- Amendments in Bid Capacity multiplying factor.

Special conditions of contract for Potential Assessment/Post Qualifications are applicable in addition to all other terms and conditions already prescribed under standards agreement forms, rules and regulations to contracts as below.

Potential Assessment:-

- a) Rs.300 Lakh to Rs. 1000 Lakh For Road & Bridges.
- b) Rs.200 Lakh to Rs. 1000 Lakh For Building & other construction activities.

Post Qualification:-

- a) Rs. 10 Crore to Rs. 100 Crore for Road & Bridges
- b) Rs. 10 Crore to Rs. 50 Crore for Building & other activities.

To increase the bidder's participation in technical bid, following amendments are given below.

Clause No.	Existing Clause	Amended provision
3 (v)	Bid Capacity for potential assessment. (A*N*3-B) Where:- A:- Maximum value of civil engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress. However, the bidder may opt the current year in the five years assessment period. N:- Number of years prescribed for completion of the works for which bids are invited. B:- Value at present price level of existing commitments and ongoing works (at hand) to be executed during 'N' (period prescribed for completion of the works for which the bids are invited.)	As per existing clause. (A*N*3-B) Where:- A:- Maximum value of civil engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress. However, the bidder may opt the current year in the five years assessment period. N:- Number of years prescribed for completion of the works for which bids are invited. B:- Value at present price level of existing commitments and ongoing works (at hand) to be executed during 'N' (period prescribed for completion of the works for which the bids are invited.)

Signature Not Verified



Digitally signed by Tara Chand Gupta
Designation : Chief Engineer
Date: 2025.02.15 12:31:39 IST
Reason: Approved

3 (v)	Bid capacity for post qualification assessment. (A*N*2-B)	(A*N*3-B) Where:- A:- Maximum value of civil engineering works executed in any one year during the last five years (updated to present price level) taking into account the completed as well as works in progress. However, the bidder may opt the current year in the five years assessment period. N:- Number of years prescribed for completion of the works for which bids are invited. B:- Value at present price level of existing commitments and ongoing works (at hand) to be executed during 'N' (period prescribed for completion of the works for which the bids are invited.)
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This circular shall be applicable from the date of issuance.

All concerned are directed to take necessary action accordingly. This bears approval of administrative department vide Rajkaj file sID no. 19191 dated 13.02.2025 (Para 30).

(E-Signature)

(Tarachand Gupta)

Chief Engineer & Addl. Secretary

PWD, Rajasthan, Jaipur

Date:-

No. CE&AS PWD/Bid evaluation/ Sec-III/D:-

Copy to the following for information and necessary action:-

1. S.A. to Hon'ble Deputy CM.
2. P.S. to Addl. Chief Secretary, PWD Rajasthan, Jaipur.
3. P.S. to Secretary, PWD Rajasthan, Jaipur.
4. Chief Engineer (NH/PMGSY/SS/Bldg./Road/Bridge/CRIF/) PWD, RAJASTHAN, Jaipur.
5. FA/FA(NH), PWD, Rajasthan, Jaipur
6. Addl. Chief Engineer, PWD, Zone (All)
7. Superintendent Engineer, PWD, Circle (All)
8. Executive Engineer, PWD, Division..... (All)

(E-Signature)

Signature Not Verified

(Tarachand Gupta)

Chief Engineer & Addl. Secretary

Digitally signed by Tara Chand Gupta PWD, Rajasthan, Jaipur

Designation : Chief Engineer

Date: 2025.02.15 12:31:39 IST

Reason: Approved

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN, JAIPUR

No. :- CE PWD/Sec-III/D:- 1835

Date :- 04-02-2019

Circular

Addl. Chief Engineer, PWD Zone (All) _____

Superintending Engineer, PWD Circle (All) _____

Executive Engineer, PWD Division (All) _____

Subject :- Potential Assessment/Post Qualifications.

Special conditions of contract for Potential Assessment/Post Qualifications are applicable in addition to all other terms and conditions already prescribed under standard agreement forms/rules and regulations to contracts as below.

Potential Assessment:-

(a). Rs. 150 Lakh to Rs. 500 Lakh for Road & Bridges.

(b). Rs. 100 Lakh to Rs. 200 Lakh for Building & other construction activities.

Post Qualification:-

(a). Rs. 500 Lakh to Rs. 2000 Lakh for Road & Bridges

(b). Rs. 200 Lakh to Rs. 1000 Lakh for Building & other activities.

To increase the bidder's participation in financial bid and to reduce complexity, following clarifications are given.

Clause No.	Clause	Clarifications
3 (i)	Criteria for Potential Assessment/Post Qualification would be as follows :- The bidder should have executed at least 33.33% /50% of the following quantities of work in any one of the last five financial years. However the bidder may opt, the current year in the above said five years assessment period. A. Road work/Bridge work. B. Building work.	I. Bidder should have executed the required quantities of work in any one year of last five financial years i.e. one item quantity in one financial year and another item quantity in another financial year may also be considered for the responsiveness of bidder. The bidder may opt current financial year in the above said five years assessment period. For example, if current financial year is 2018-19 and last five financial years are 2013-14 to 2017-18 and if the

		bidder opts the current financial year 2018-19 for assessment, year 2013-14 will not be considered for evaluation purpose. II. For enhancing the participation of bidders in tender and to reduce the complexity, quantities of minimum 2 and maximum 4 items from the key items of BOQ should be taken for assessment of quantity execution while preparing the bid documents. II. For this purpose, works executed in Government departments /Govt. undertakings /Autonomous bodies shall be considered :-
3 (ii)	The bidder should have completed at least one work of similar nature of Road/Bridge/Building work in last five years (including current year, if opted by the bidder) of the value (updated to present price level) not less than 33.33%/50% of the cost of the work (bid cost).	The actual date of completion of work should be in last five financial years (including current year, if opted by bidder).
3 (iii)	The bidder should have achieved a financial turnover of at least 33.33% / 60.00% of the cost of work (bid cost).	For this purpose, the turnover of each year shall be updated to the present price level as per the updation factors as mentioned against each year.
3(iv)	The bidder should be able to deploy the machinery and equipment specified in Schedule-III, in the execution of this work. This machinery and equipment should be	Deleted

	available to the bidder on ownership or confirm lease basis for which appropriate proof on Non-Judicial stamp paper will have to be submitted.	
5(b)	Certificate of correctness of bid documents as per annexure 'A'	Certificate of correctness of bid documents shall be submitted on a non judicial stamp paper of Rs 1000/- else it will be assumed that contractor has not submitted the certificate of correctness. If bidder does not upload the certificate of correctness as mentioned above, he shall be considered non responsive in technical bid evaluation.

All concerned are directed to take necessary action accordingly. This bears approval of administrative department vide ID no. 00133 dated 28.01.2019.


(M.G. Maheshwari)

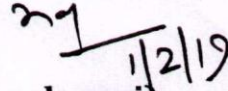
Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur

No. CE PWD/Sec-III/D:-

Date :

Copy to the following for information and necessary action :-

1. P.S. to Addl. Chief Secretary, PWD Rajasthan, Jaipur.
2. P.S. to Secretary, PWD Rajasthan, Jaipur.
3. Chief Engineer (NH/PMGSY/SS/Bldg.) PWD, Rajasthan, Jaipur.
4. MD, RSRDC


(M.G. Maheshwari)

Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur

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

No. ACE(P)/EE(SS&C)/2021-22/D- 17

Dated: 08/10/2021

Circular

Circular No.CE& AS/ TA-1/EE (D&T)/2016-17/D-126 dated 08.08.2016 issued earlier vide this office regarding use of steel for PWD works is hereby withdrawn.

For all building, road and bridge works executed by PWD, henceforth, as per Ministry and Road Transport & Highway S&R (B) section New Delhi letter no. RW/NH-34066/09/2017-S&R (B) dated 12.02.2021, it has been decided to allow steel produced from ore/billets/pellet/melting of scrap subject to fulfillment of conditions mentioned below. Accordingly, clause 1009.3.1 of Ministry's specification for Road and bridge works has been amended as under:

For plain and reinforced cement concrete (PCC and RCC) or pre-stressed concrete (PSC) works, the reinforcement/ unmentioned steel as the case may be, shall consist of the following grades of reinforcing bars:

Mild steel (MS): Grade-1 (conforming to IS 432)

High strength deformed Steel (HSD): Fe415, Fe415D, Fe415S, Fe500, Fe500D, Fe500S, Fe550, Fe550D & Fe600 (conforming to IS 1786)

If any grade of steel given above is not available steel of next higher grade may be used.

For seismic zones III, IV and V, HSD steel bars having minimum elongation of 14.5% shall be used.

For seismic zones III, IV and V, HSD steel bars shall possess following properties:

- The actual 0.2% proof strength of steel bars based on tensile test must not exceed their characteristic 0.2% proof strength by more than 20%
- The ratio of the actual ultimate strength to the actual 0.2% proof strength/yield strength shall be at least 1.15.

All the manufacturers/ suppliers, as the case may be, shall supply the purchaser or his authorized representative with the certificate stating the process of manufacture and also the test sheet signed by the manufacturer giving the result of each mechanical test applicable for each lot of the material supplied and chemical composition. Sample shall be got tested in the NABL accredited laboratories only, by Executive Engineer concerned. It shall be ensured that all the test results conform to IS 432 (MS) or IS 1786 (HSD).

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. Bar with cracked ends shall be discarded.

This shall be applicable for all Building, Road, Bridge and other works executed by Public Works Department of Rajasthan. This circular will be implemented from the date of its issuance.

Sanjiv Mathur
6/10/2021
(Sanjiv Mathur)

CE (Road) & AS PWD
Rajasthan Jaipur

No. ACE(P)/EE(SS&C)/2021-22/D- 17

Dated: 06/10/2021

Copy to following for information and necessary action please:

1. PS to Pr. Secretary, PWD, Govt. of Rajasthan.
2. PS to Secretary, PWD, Govt. of Rajasthan.
3. Chief Engineer cum Addl. Secretary, PWD, Rajasthan
4. Chief Engineer NH/Road/Build/SS/PMGSY/QC PWD Rajasthan
5. MD, RSRDCC Ltd. JhalanaDungari, Jaipur.
6. Financial Advisor, PWD, Rajasthan.
7. Addl. Chief Engineer, PWD, Zone All
8. Superintending Engineer PWD Circle All.
9. Executive Engineer PWD Division All

कार्यालय अतिरिक्त मुख्य अभियन्ता
सा.नि.वि. संभाग प्रथम, उदयपुर
आवक क्रमांक 5/2 दिनांक 25/10/2021
ऑडिटर *Be* स्थापना शाखा
तकनीकी शाखा

Be CAO TA ACE

Copy to all St's including acbm

Sanjiv Mathur
6/10/2021
(Sanjiv Mathur)

CE (Road) & AS PWD
Rajasthan Jaipur

OFFICE OF THE ADDL. CHIEF ENGINEER
PWD ZONE-I, UDAIPUR

No. 1264

Dated 27/10/2021

Copy Forwarded to SE, PWD City/R.
Circle, Udaipur/Chittorgarh/Rajsamand
SC/NH..... for Information & N/

Be
27/10/2021
Superintending Engineer
Cum TA
PWD Zone-I, Udaipur

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक: मु.अ./अनु. ग्यारह/जीएसटी/2023-24/डी- /PA Cell - II

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।

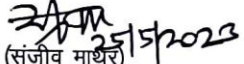
विभागीय परिपत्र क्रमांक मु.अ./अनु.-ग्यारह/जीएसटी/2023-24 डी-44 दिनांक 04.05.2023 में बोलियों की दो प्रकार की श्रेणियाँ वर्णित है:-

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 कटौतियों 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।

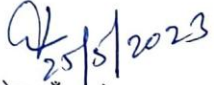

(संजीव माथुर)
मुख्य अभियन्ता एवं अति. सचिव
सा.नि.वि. राज. जयपुर

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. अधिशासी अभियन्ता, सा.नि.वि. खण्ड (समस्त)
9. जिला कोषाधिकारी, कोष कार्यालय..... (समस्त)

दिनांक:


(रमेश साँखला)
वित्तीय सलाहकार
सा.नि.वि. राज. 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 parRAJSAMANDers 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 and MDR. For SH, the MORTH/MoRD specifications shall be followed and MORTH/MoRD specifications shall be applicable of SH and MDR category of roads with latest IRC codes and

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

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 is a set time frame after a construction project is completed during which the contractor is responsible for fixing all defects or issues at their own cost and address any faults for issues with the construction workmanship and materials. The

Signature Not Verified

Designation : Chief Engineer

Date: 2025.03.28 16:06:06 IST

Reasons 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 Signature Not Verified
9	Re-fixing displaced guard stones	Once in a year Digitally signed by Tara Ch and Gupta
10	Maintenance of guardrails and parapet rails	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

OFFICE OF THE CHIEF ENGINEER, PWD, RAJASTHAN, JAIPUR

No. SE(R)/EEGPP-II/Circular/2025-26/D- 950

DATE 11/07/2025

Corrigendum

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, **Clause-3** (Technical Sanction Documentation) sub clause **xii(b)** is revised as under:-

Previous clause	Revised clause
The DLP for standalone CC road projects and aggregate CC road works longer than 500 meters in a road works shall be ten years.	The DLP for standalone CC road projects shall be ten years.

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

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

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

Signature valid

Digitally signed by T.C. Chand Gupta
Designation : Chief Engineer
Date: 2025.07.11 14:31:07 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

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।

28/4/2023
(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)।

28/4/2023
(संजीव माथुर)

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

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN JAIPURS. No: - **SE (Bridge) / JOINT VENTURE / 2023 / J- 282**Date: **4.05.2023****Circular****Sub: -** Eligibility criteria for bidders participating in tenders as Joint Venture (JV).

It has been observed that sufficient participation of contractors are not received in road/building projects bids. In some cases, even after repetitive bidding either single bids are received bids are cancelled due to failure to meet technical requirement. Due to insufficient participation of contractors and getting non-competitive rates, road/building projects are getting delayed.

Presently, there are no prescribed guidelines available for allowing JV for road/building projects procurement.

In view of above, clauses of evaluation criteria to be used in JV, bids for **all State funded Bridges, Road projects and Building Projects only**, Joint Venture (JV) shall be allowed to participate in bids of works as under:-

- (i) Bid Amount for Road /Bridge Works : **More than Rs 30.00 Cr**
- (ii) Bid Amount for Building Works : **More than Rs 25.00 Cr**
- (iii) Number of JV members shall not exceed two.
- (iv) All JV entities shall be Indian Firms/Companies.
- (v) All other provisions of Rule 39 and provisions pertaining to JV given in Rule 79N (2 to 4) of "The Rajasthan Transparency in Public Procurement Rules, 2013" shall be applicable. (Copy enclosed)

1. Eligibility Criterion:

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
i) Nationality	Nationality in accordance with ITB sub Clause 1.4.2	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement
ii) Conflict of Interest	No conflicts of interest in accordance with ITB Sub-clause 1.4.3	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement
iii) Debarment/ Transgression by any Procuring Entity.	Must declare	Must declare	Must declare	Must declare	Must declare

2. Pending Litigation Criterion:

Pending Litigation	All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than as specified in the Bid document.	Must meet requirement by itself or as partner to past or existing JV.	-	Must meet requirement by itself or as partner to past or existing JV.	-
--------------------	--	---	---	---	---

3. Financial Requirement:

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
Average Annual Construction Turn over	Minimum average annual construction Turnover as specified in the Contract Data of Bid document.	Must meet requirement	Must meet requirement	Must meet more than 30% of the requirement	Must meet more than 50% of the requirement

4. Experience Criterion:

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
(i) General Construction Experience	Experience under Construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 Years prior to the Bid Submission deadline.	Must meet requirement	-	Must meet requirement	-
(ii) Specific Construction Experience					
(a) Contracts of similar size and nature	The bidder should have completed atleast one work of similar nature of Road/Bridge work in last 5 years (including current year, if opted by the bidder) of the value (updated to present price level) as specified in the Contract Data of Bid document	Must meet requirement	Must meet requirement	Must meet more than 30% of the requirement	Must meet more than 50% of the requirement

5. Personnel:

List of personnel required as per contract data of Bid document: All the members of JV jointly must possess all the required personnel collectively.

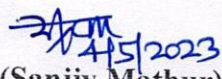
6. Bid capacity :

Bidders who meet the minimum qualification criteria shall be qualified only if their available bid capacity at the time of bidding is more than the total estimated cost of the works for which bid is submitted. The available bid capacity shall be calculated as under:-

Criteria	Requirement	Compliance Requirements			
		Single Entity	Joint Venture		
			All Partners Combined	Each Partner	Lead partner
Average Annual Construction Turn over	Assessed Available Bid Capacity: as specified in the Contract Data of Bid document.	Must meet requirement	Must meet requirement	Must meet more than 30% of the requirement	Must meet more than 50% of the requirement

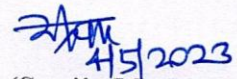
These guidelines will be applicable with immediate effect.

Encl: - As above.


 (Sanjiv Mathur)
 Chief Engineer & Addl Secretary
 PWD Rajasthan Jaipur

Copy forwarded to the following:-

1. SA, to Hon'ble PWM GoR
2. PS to Principal Secretary, PWD Govt of Rajasthan.
3. PS to Secretary, PWD Govt of Rajasthan.
4. Chief Engineer Building/NH/QC/PMGSY PWD Govt of Rajasthan.
5. FA PWD Govt of Rajasthan
6. ACE PWD Zone.....(ALL)
7. SE PWD Circle.....(ALL)
8. EE PWD Division.....(ALL)


 (Sanjiv Mathur)
 Chief Engineer & Addl Secretary
 PWD Rajasthan Jaipur

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 बिडिंग 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 जायेगा:-

- 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 Sanjay Mathur
Designation: Chief Engineer
Date: 2023.05.04 12:46:32 IST
Reason: Approved

RajKaj Ref No. : 3700775



बिल 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 आइटम 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

Signature valid

Digitally signed by Saniv Mathur
Designation: Chief Engineer
Date: 2023.05.04 19:46:32 IST
Reason: Approved

RajKaj Ref No. : 3700775



	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	भाद्र 6, गुरुवार, शके 1947- अगस्त 28, 2025 <i>Bhadra 6, Thursday, Saka 1947- August 28, 2025</i>	

भाग 4 (ग)

उप-खण्ड (1)

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

FINANCE (Financial Rules) DEPARTMENT

NOTIFICATION

Jaipur, August 28, 2025

G.S.R. 64 - 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 (Fifth Amendment) Rules, 2025.

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

2. Amendment of rule 75.- In sub-rule (4) of rule 75 of the Rajasthan Transparency in Public Procurement Rules, 2013, after sub-rule (4), the following proviso shall be added, namely:-

Provided that in case of procurement of works, fifty percentage of the performance security shall be refunded to the contractor on completion of the work and passing of the final bill and the remaining fifty percentage of performance security shall be refunded on satisfactory completion of the defect liability period.

[F.2(3)/FD/FR/SPFC/2025]

By order of the Governor,

Manish Mathur,
Joint Secretary to the Government.

 सत्यमेव जयते	राजस्थान र राज विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आश्विन 30, शुक्रार, शाके 1943-अक्टूबर 22, 2021 <i>Asvina 30, Friday, Saka 1943- October 22, 2021</i>	

भाग 4 (ग)

उप-खण्ड (I)

राज्य सरकार था अ्य राज्य-प्राधिकाररयों द्ारा जारी ककये गये (राम्य आेशों, उप-विधियों आदे को रश्ममलिथ करथे हुए) राम्य कानूनी िनयम।

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,-

- Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- 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.

राज्य केरीय रणर,ाययुजय्णरा

OFFICE OF THE CHIEF ENGINEER PWD RAJASTHAN JAIPUR

No: *Acc(9)56-16/2025-26/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(9)56-16/2025-26/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

Digitally signed by Tara Chand Gupta
Designation: Chief Engineer
Date: 2026.01.16 12:24 IST
Reason: Approved

RajKaj Ref No.:
19050489
eSign 1.0



Urgent
Tech

19/01/26
Dated

necessary compliance

NO. 3601

Copy Forwarded to the Following for Information and Necessary Action & Compliance

The Superintending Engineer

P.W.D. Circle

EE P.W.D. Dn.

for necessary compliance of the directions..
Addl. Chief Engineer
P.W.D. Zone KOTA

Scanned with CamScanner

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:

Korndy
AGN(LSPC)

A
SE(LSPC) 19/11/20

S. No.	Articles	Quantity of Furniture (Min.)	
		For Works Costing 1.5 Cr to 3 Cr (W.O. Amount)	For Works Costing ≥ 3 Cr (W.O. Amount)
1.	Executive table(wooden)with slide 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

RajKaj Ref No.: 18045862

List of Laboratory Equipments

I- For Road/Bridge works

Sl. No	Name of the Apparatus	Number
(A)	GENERAL	
1	Weigh Balances	
60	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, 26.5mm, 25mm, 22.4mm, 20mm, 19mm, 16mm, 13.2mm, 12.5mm, 11.2mm, 10mm, 9.5mm, 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 , 600 μ , 425 μ , 355 μ , 300 μ , 212 μ , 180 μ , 150 μ , 90 μ , 75 μ , with one lid & pan. (Total Sieves 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) FOR SOILS		
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 Standard Sand	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
(C) FOR BITUMEN AND BITUMINOUS MIXES		
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 (For higher specification BT mixes - BM/DBM/BC etc.)	1 set
11	Constant temperature bath, electrically operator and thermostatically controlled (to accommodate minimum six Specimens) (For higher specification BT mixes - BM/DBM/BC etc.)	1 No
12	Theoretical Specific gravity vibratig Table G_{mm} apparatus for BT Mixes (For higher specification BT mixes - BM/DBM/BC etc.)	1 No
(D) FOR CEMENT, CEMENT CONCRETE AND MATERIALS		
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 ² 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
(E) FOR CONTROL OF PROFILE AND SURFACE EVENNESS		
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
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.Contractor shall arrange to maintain the field laboratory in a satisfactory manner untill the issue of Taking Over Certificate for the completed work.		

List of Laboratory Equipments

II- For Building works

Sl. No	Name of the Apparatus	Number
(A)	GENERAL	
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
	80mm, 63mm, 40mm, 20mm, 16mm, 12.50mm, 10mm, 4.75mm, 2.36mm, with one lid & pan. (Total Sieves with Pan = 10 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	2 sets
	10mm, 4.75mm, 2.36mm, 1.18mm, 600 μ , 300 μ , 150 μ , 75 μ , with one lid & pan. (Total Sieves with Pan of 09 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 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) FOR CEMENT, CEMENT CONCRETE AND MATERIALS		
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 ² 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
(C) FOR CONTROL OF PROFILE AND SURFACE EVENNESS		
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 activities described for testing work.. 3.Contractor shall arrange to maintain the field laboratory in a satisfactory manner untill 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 Name, Qualification, Appointment Ref., Aadhaar etc.
	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

		Frequency of Test	
S.No.	Test to be Conducted	For bulk bitumen	For packed container bitumen (Lot Size)
Paving Bitumen (Viscosity grade)			
	Mandatory Tests (Clause 7.4.1 of IS-73 2006 Reaffirmed - 2011)	All Individual samples of each tanker	Up to 50 - 3 samples 51-150 - 5 samples 151-500 - 7 samples Above 500 - 10 samples
1.	For remaining characteristics as mentioned below:- (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]

Bitumen Emulsion (cationic type)

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

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 (5th 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.

MA

This circular is being issued in supersession of CE PWD Rajasthan Jaipur Circular No. 7/2001 issued vide No. F.78(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)/2023-24/106-11162 /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 No. of Drums	Qty of Emulsion	MT 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 600u 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 6/11/21

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 रु0 10.00 लाख से अधिक के कार्य की दोष निवारण की अवधि निम्नानुसार निर्धारित की जाती है:-

क्र. स.	कार्य का प्रकार	दोष निवारण अवधि
1	सड़क नवीनीकरण एवं विशेष मरम्मत सड़क/भवन/पुल/सीडी कार्य	5 वर्ष
2	नवीन सड़क/भवन/पुल/सीडी कार्य	5 वर्ष
3	सड़क 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।

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।


(संजीव माथुर)
मुख्य अभियंता एवं अतिरिक्त सचिव
साओनिओवि, राज0 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/एनओएच/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. अधिशासी अभियंता, सा.नि.वि. खण्ड-- (समस्त)।


(संजीव माथुर)
मुख्य अभियंता एवं अतिरिक्त सचिव
साओनिओवि, राज0 जयपुर

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

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

1. Design Considerations for Roadwork
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 latest IRC codes and MoRTH/MoRD specifications i.e. for Class II roads. MoRTH/MoRD specifications shall be followed and MDR Release Notes shall be applicable of SH and MDR category of roads with latest IRC codes and

Digitally signed by Tara Chand

Designation: Chief Engineer
Date: 2025.08.28 16:06 IST

Reliance Approved shall be

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 Defect Liability Period is a set time frame after a construction project is completed during which the contractor is responsible for defects or issues at their own cost and address approved for issues with the construction workmanship and materials. The

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Designation: Chief Engineer

Date: 2029.03.26 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
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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Designation: Chief Engineer
Date: 2025.03.28 16:06:06 IST
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 Not Verified
Digitally signed by Tara Chand Gupta
Designation : Chief Engineer
Date: 2025.03.28 16:06:06 IST
Reason: Approved

OFFICE OF THE CHIEF ENGINEER, PWD, RAJASTHAN, JAIPUR
No. SE(R)/EEGGP-II/Circular/2025-26/D-
DATE

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

	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आश्विन 30, शुक्रवार, शके 1943-अक्टूबर 22, 2021 Asvina 30, Friday, Saka 1943- October 22, 2021	

भाग 4 (ग)

उप-खण्ड (1)

राज्य सरकार तथा अन्य राज्य-पाधिकारियों 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.

राज्य केन्द्रीय मुद्रणालय, जयपुर।