

APPENDIX XI

(RPWA-100)

(See Rule 322 & Note 1 below Rule 331)

GOVERNMENT OF RAJASTHAN
OFFICE OF THE.....DEPARTMENT.....

NOTICE INVITING TENDERS FOR WORKS

1. Tenders are hereby invited on behalf of the Governor of Rajasthan for the works offrom enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Governments/Central Government Undertakings/Organisations equivalent to AA and A Class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under :-
 - (i) Contractors equivalent to AA Class of Rajasthan Works of which cost exceeds Rs. 1.5 crores
 - (ii) Contractors equivalent to A Class of Rajasthan Works of which cost exceeds Rs. 1.5 crore but not exceed Rs. 3.00 crores.
 2. Contract document consisting of the detailed plan, complete specifications, the Schedule of the quantities of the various classes of work to be done and the set of Conditions of Contract to be complied with by the persons whose tender may be accepted, which will also be found printed in the form of tenders, can be seen at the office of the _____(name of the officer) every day except on Sundays and Public Holidays, during office hours.
 3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes, will be received by the _____(name of the officer) upto am/pm (time) on the _____(date) and will be opened by him in his office at am/pm (time) on _____, (date) in the presence of such Contractors or their authorised representatives, as are present.
 4. Tenders are to be submitted on a prescribed form, which can be obtained from the office(s) of the..... (name of the officer(s)) on payment of a sum of Rs. in cash or by demand draft. The sale of tender forms will start at least..... days before the date of receipt of Tenders. The sale of Tenders will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that all the tender papers including Conditions of Contract are signed by the tenderer. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.
 5. The work is to be completely finished to the satisfaction of Engineer-in-charge within _____ months from the 10th day after the date of written order to commence the work.
 6. Earnest Money, amounting to Rs.____, must accompany each tender, and each tender is to be in a sealed cover, superscribed "Tender for_____" and addressed to the (name of the officer). Earnest Money, in cash or Bankers Cheque in the name of
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officer inviting tender or Demand Draft of Nationalised/Scheduled Banks, should be deposited with the cashier or authorised clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs. 5 crores and above, Earnest Money of Rs. 10 lac shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (Form RPWA 87) or in cash. Enlisted contractors shall be required to deposit 1/2% of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.

- ¹[7. The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.]

8. The acceptance of the tender will rest with the Competent Authority who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason.
9. Tender forms, as issued from the office(s) mentioned above (Para 4), must be returned, with all enclosures, to the following office/offices, on the date of receipt of tenders :

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

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

1. Substituted by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect for - "7. The contractor, whose tender is accepted, will be required, at the time of execution of agreement, to furnish Performance Guarantee for 5% of the tendered amount, as security for the due fulfilment of his contract. However, a contractor registered in class *[xxx] "D" may apply in prescribed form (RPWA 114), if he desires so, for deducting the amount of Performance Guarantee from First Running Account Bill, as laid down in clause 1 of conditions of contract. The Earnest Money, lodged by the contractor, if any, at the time of tendering, will be adjusted towards security deposit. The remaining security deposit may be furnished in the form of Bank Guarantee or in any other approved form of security in lumpsum, or the contractor may choose to allow deduction from the Running Account Bills to be made on account of the gross work done."
*Deleted words ["C" or] by Circular No.9/2001 dated 19.3.2021.

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11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of ¹[Potential assessment bid/post-qualification bid/pre-qualification bid, where ² envelopment system is followed, otherwise from the date of opening of financial bid:]

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

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

If any tenderer withdraws his tender prior to expiry of said validity period or mutually extended period or makes modifications in the rates, terms and conditions of the tender within the said period, which are not acceptable to the department, or fails to commence the work in the specified period/fails to execute the agreement ³[xxx] the department shall, without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit ⁴[xxxx] 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, totalling or other discrepancies or which contain over-writing in figures or words or corrections not initialled and dated, will be liable to rejection.
13. Enlisted Contractors, will be required to pay Earnest Money @ 1/2% of estimated cost of work put to tender, in case of work for which they are authorised to tender under Rules for enlistment of contractors, but the amount to the extent of full Earnest money shall be liable to be forfeited in the event of circumstances explained in Clause 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.

.....
 1. Substituted by Order No.F.2(4)FD/Exp.III/99 dated 19.3.2001 (Circular No. 6/2001) with immediate effect for - "financial bid".

2. Substituted by Order No.F.2(4)FD/Exp.III/99 dated 19.3.2001 (Circular No. 6/2001) with immediate effect for -

1.	For tenders to be accepted by Executive Engineer	30 days
2.	For tenders to be accepted by Superintending Engineer	45 days
3.	For tenders to be accepted by Additional Chief Engineer/ Chief Engineer	60 days
4.	For tenders to be accepted by Administrative Department/Board	75 days

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

3. Deleted words "and fails to furnish performance guarantee" by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

4. Deleted words "/Performance Guarantee" by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

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- ¹[14. The tender should be accompanied with Sales Tax Clearance Certificates from the concerned departmental authorities, without which the tenders may not be entertained.]
- ²[15. The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.]
- ³[16. If the contractor does not submit performance guarantee within 10 days from the date of communication of acceptance of his tender, his earnest money shall be liable to be forfeited.]

Signature of Engineer-in-charge
For and on behalf of the Governor of Rajasthan

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1. Substituted by Order No.F.2(4)FD/Exp.III/99 dated 1.11.2003(Circular No. 18/2003) with immediate effect for -
- "14. The tender should be accompanied with Income Tax and Sales Tax Clearance Certificates from the concerned departmental authorities, without which the tenders may not be entertained."
2. Existing Rules 15 to 17 deleted and Rule 18 re-numbered as Rule 15 by Order No.F.2(4)FD/Exp.III/99 dated 19.3.2001 (Circular No. 6/2001) with immediate effect.
- "15. The estimate of the work has been sanctioned by.....(name of the authority) bearing registered No.....
16. It is certified that land for the work has been acquired, alignment has been approved and design/drawing are enclosed.
17. The estimate percentage of Labour/Material/Bitumen/Diesel and Petroleum component for this work are as under :
- (a) Labour Percent
- (b) Material..... Percent
- (c) Bitumen..... Percent
- (d) Diesel & Petrol..... Percent
- Total 100%."
3. Added by Order No.F.2(4)FD/Exp.III/99 dated 19.3.2001 (Circular No. 6/2001) with immediate effect.
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APPENDIX XI (continued)

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

1. All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorised Engineer.

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 ¹[xxxx] 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 authorised 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, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
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.

1. Deleted words "Performance Guarantee and/or" by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

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5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.
6. The Chief Engineer or other duly authorised 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 authorised to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised 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 authorised 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 delist 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 the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

Declaration

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

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.
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13. Sales tax or any other tax on materials or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors tendering as well as witnessing the tender, liable to summary rejection.
- ¹[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, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
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.

1. Substituted by Order No.F.2(4)FD/Exp.III/99 dated 19. .3.2001 (Circular No. 6/2001) with immediate effect for - "*If on check, there are differences between the rate quoted by the Contractor in words and figures, or in the amount worked out by him, the following procedure shall be followed :-*"

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

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

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 overwritings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this 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 not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit ¹[xxxx] and other action under agreement.

1. Deleted words "Performance Guarantee" by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of 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 of tenders, 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 respect 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) ¹[xxxx] Security Deposit :
- ²[i] The security deposit @ 10% of the gross amount of the running but shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

1. Deleted words "Performance Guarantee &" by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

2. Substituted by Order No.F.2(4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect for -

"(i) **Performance Guarantee @5% (to be furnished after acceptance of tender) (Form RPWA 88) : Performance Guarantee @ 5% in the form of cash or bank guarantee or any other approved form of security as per Rule 595 of P.W.F.&A.R., to be furnished after acceptance of tender before or at the time of executing agreement of, in the case of contractors of "C" or "D" class, if they apply, by deducting the amount from First Running Account Bill payable to them. In that case, if the contractor does not commence the work, the amount equivalent to performance guarantee shall be forfeitable from earnest money, enlistment security deposit and/or any claim of the contractor pending in division."**

(ii) *Security Deposit @5% in the form of Cash or Bank Guarantee (Form RPWA 88A) or any other approved form of Security as per rule 595, or deductions to be made from Running Account Bills, as per rule 596 (b)."*

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- (ii) However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.]
- (iii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.
- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is _____months. Should this tender be accepted in whole or in Part. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs._____is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum ¹[xxxx].

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date :

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

Dated the _____Engineer-in-charge

1. Deleted "or should I/We not furnish Performance Guarantee in Cash or in form of Bank Guarantee at the time of execution of agreement, as specified in the above memorandum in accordance with Clause 1 of the said Conditions of Contract" by Order No.F.2 (4)FD /Exp.III/99 dated 23.3.2001(Circular No. 12/2001) with immediate effect.

CONDITIONS OF CONTRACT

Clause 1 : Security Deposit

¹[The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

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

All compensation of other sums of money payable by the contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his ²[xxxx] Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalised/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his ²[xxxx] Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalised/Scheduled Bank is furnished by the Contractor to the Government, as part of the Security Deposit ³[xxxx] 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.

1. Substituted by Order No.F.2 (4)FD/Exp.III/99 dated 19.6.2004(Circular No. 21/2004) with immediate effect for -

"The Performance Guarantee for the contract, being 5 percent of contract value, will be obtained from the contractor in cash or in the form of Bank Guarantee of a Nationalised or Scheduled Bank before or at the time of execution of agreement. However, if a contractor or "C" or "D" Class, applied in writing in prescribed from the application (RPWA 114) the performance guarantee amount may be deducted from first Running Account Bill of the contractor. In that case, if the contractor does not commence the work, the amount equivalent to performance guarantee shall be forfeitable from earnest money, enlistment security deposit and/or any claim of the contractor pending in division. The format of Performance Guarantee would be standard format, as approved by the State Government. Security Deposit, being 5 percent of the contract value may be deposited by the contractor in cash or in the form of Bank Guarantee or in other forms of Security Deposits vide Rule 595 of PWF&AR or he may elect to get this amount deducted from the amount of Running Account Bills payable to him after adjusting Earnest Money. There will be no maximum limit of Security Deposit. The Performance Guarantee should be irrevocable and unconditional and kept in personal custody of the Divisional officer.

However, a contractor may elect to deposit full amount of 5% of security deposit and performance guarantee (total 10%) in the shape of Bank Guarantee or any acceptable 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/Performance Guarantee shall be deducted from the Running Account Bills."

2. Deleted words "Performance Guarantee and/or" by Order No.F.2 (4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001).

3. Deleted words "/Performance Guarantee" by Order No.F.2 (4)FD/Exp.III/99 dated 23.3.2001(Circular No. 12/2001).

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

The Bank Guarantee shall remain valid upto 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 authorised 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 ¹[xxxx] and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under 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 the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Government at every time span as below :-

1. Deleted words "Performance Guarantee" by Order No.F.2 (4)FD /Exp.III/99 dated 23.3.2001(Circular No. 12/2001).

Public Works Financial & Accounts Rules Part-II

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 (Rs)	3/8th (Rs.....)	3/4th (Rs.....)	Full (Rs.....)

¹ [C.	Compensation payable by the contractor for delay attributable to contractor at the stage of :	Delay upto 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 prescribed but not exceeding three fourth of the time span. - 7.5% of the work remained unexecuted. Delay exceeding three fourth of the prescribed time span.-10% of the work remained unexecuted.
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Note : In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

Following illustrations is given:

- (i) First time span is of 6 months, delay is of 30 days which is split over as under:-
 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor)

Total delay is thus clubbed to 15 days (attributable to government and 15 days (attributable to contractor).

Total normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as $2.5 * 15/30 = 1.25\%$ over 30 days without any escalation by competent authority.]

Note : The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.

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

In case the delay in execution of work is attributable to the contractor, the spanwise 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 stagewise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

1. Substituted by Order No.F.2 (4)FD /Exp.III/99 dated 19.3.2001(Circular No. 5/2001) with immediate effect for -

"C	<i>Compensation payable by the contractor for delay at the stage of :</i>	<i>10% of scheduled work remained unexecuted on the last day of (1/4) time span.</i>	<i>10% of Scheduled work remained unexecuted on the last day of (1/2) time span.</i>	<i>10% of Scheduled work remained unexecuted on the last day of (3/4) time span.</i>	<i>10% of Scheduled work remained unexecuted on the last day of contracted full period."</i>
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However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this conditions, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Government, reasons shall be recorded for each delay.

¹[Clause 2A: Incentive for early completion: In the event that the Project (cost more than Rs. 50 crore) Completion Date occurs prior to the Scheduled Completion Date (after taking into account any time extension approved by the competent authority for delays not attributable to the contractor), the Contractor shall be entitled to receive a payment of incentive equivalent to 0.03% (zero point zero three percent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (three per cent of the Contract Price). Provided, however, that the payment of incentive, if any, shall be made only after the issue of the Completion Certificate.

Note: Contract Price for calculation of above incentive means Original Cost of Work, plus cost of Additional and Extra items, if any, but excluding price variations/ escalations granted, if any.]

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 unworkmanlike 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 judgement of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date,
- (ii) If the Contractor, being a company, shall pass a resolution of the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,

1. Added by Order No. No.F.2 (4)FD/Exp.III/99-II dated 16.01.2018(Circular No. 66/2018) with immediate effect.

- (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 ¹[xxxx] shall be liable to be forfeited and shall be absolutely at the disposal of Government.
- (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Divisional Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the 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 contract or on any other account, whatsoever, or from his Earnest Money, Security Deposit, ²[xxxx] Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances

1. Deleted words "and performance guarantee of the contractor" by Order No.F.2 (4)FD /Exp.III/99 dated 23.3.2001(Circular No. 12/2001).

2. Deleted words "Performance Guarantee" by Order No.F.2 (4)FD /Exp.III/99 dated 23.3.2001(Circular No. 12/2001).

on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

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

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

Clause 5: Extension of Time

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days, of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of powers or other duly authorised Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefor, authorise such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of

completion of contract expires before the expiry of the period of one month provided in this Clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5A: Monthly return of Extra Claims

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

Clause 6: Final Certificate

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

Within ten/thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor, a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects alongwith the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

(delete whichever is not applicable). (Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place.)

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

No payments shall be made for works estimated to cost less than rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefor, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 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 items alongwith justification in support within 30 days from the disallowance

thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8 : Bills to be submitted monthly

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

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

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

¹[Clause 8B : Recovery of cost of preparation of the Bill

In case of Contractors of Class "A" and "AA" do not submit the bill within time fixed, the Engineer-in-Charge may prepare the bill as per provision of clause 8 of the Conditions of Contract but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.]

Clause 9 : 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 the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

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

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of

1. Added by Order No.F.2(4)FD/Exp.III/99 dated 14.8.2002 (Circular No.15/2002) with immediate effect.

the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-a-vis the Governor.

Clause 10 : Stores supplied by Government

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

Clause 10A : 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 or 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 10B : Penal rate in case of excess consumption

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

Clause 10C : Hire of Plant and Machinery

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

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

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

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

Clause 12 :

The Engineer-in-Charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor

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

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clauses (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of the District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items falling under the clause.
- (v) Except in case of items relating to foundations, provisions contained in sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 12A.

For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations :

- (a) For buildings, compound wall plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.

- (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determine 1.2 meters above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling work.
- (e) 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.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation.

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

Clause 12A

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

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

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

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

If, at any time after the commencement of the work, the Government shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-Charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage chares, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

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

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

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

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

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

The Contractor shall give not less than 7 days notice, in writing, to the Engineer-in-charge or his subordinate-in-charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of the work, and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense or in default, thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed.

Clause 17 : Contractor liable for damage done and for imperfections

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

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

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work,

whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee and/or Security Deposit or the proceeds of sale thereof, or a sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

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

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gifts, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given, promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the Chief Engineer may, thereupon, by notice, in writing, rescind the contract and the Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue 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 therefor, 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 ensure 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.

¹[Clause 23 : Standing Committee for Settlement of Disputes

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

- (i) Administrative Secretary concerned.
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.

1. Substituted by Order dated 2.11.2011(Circular No. 48/2011) for -

"Clause 23 : Standing Committee for Settlement of Disputes : If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings:-

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

The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One 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."

* Substituted by Order No.F.2 (4)FD /Exp.III/99 dated 30.11.1999 (Cir. No.2/99) for "Finance Secretary or his nominee, not below the rank of Deputy Secretary" and again order dated 30.11.1999 withdrawn vide (Circular No. 19/2004).

- (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 **three months** 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.]

[विवाद जिसको निस्तारण हेतु स्टेण्डिंग कमेटी के समक्ष रखा जाना है, new work process (online) के अन्तर्गत अधिशाषी अभियंता के द्वारा कार्य की प्रगति एवं बिल के सत्यापन की दिनांक से 90 दिवस की समय सीमा में इंजिनियर इंचार्ज के समक्ष प्रस्तुत किया जा सकता है।]

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

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

Clause 24 : Imported Store articles to be obtained from Government

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

Clause 25 : Lump-sums in estimates

When the estimate, on which a tender is made includes lump sums, in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work 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.

1. Added by Order No.F.3(2)FD/GF&AR/2020 dated 13.09.2021.

Clause 26 : Action where no Specification

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

Clause 27 : Definition of work

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

Clause 27A : Definition of Engineer-in-charge

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

Clause 28 :

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

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

The rates for several items of works, estimated to cost more than Rs. 1,000/-, agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29A: Payments at part rates

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

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

The percentage referred to in the "Tender for works" will be deducted/added from/to the gross amount of the bill before deducting the value of any stock issued.

Clause 31 : Contractor to adhere to labour laws/regulation

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's

Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 of the Conditions of Contract.

¹[Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act. Deductions of cess at source will be made as per provisions of the said Act, in force from time to time.]

Clause 32 : Withdrawal of work from the Contractor

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

Clause 33 :

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

Clause 34 : Protect works

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

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

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

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

1. Added. vide Circular No. 46/2010 dated 28.5.2010 and substituted vide Circular No. 47/2010 dated 27.7.2010 for - "All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act."

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 connection, 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

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

Clause 36 D:

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

¹**[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.]

Clause 37: Refund of Performance Guarantee and Security Deposit

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

1. Added by Order No.F.3(2)FD/GF&AR/2020 dated 7.1.2021 (PWF&AR 81/2021).

- (a) In case of contracts relating to hiring of trucks and other T&P, transportation including loading, unloading of materials, the amount of **Performance Guarantee/Security Deposit** is refundable alongwith 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.
- ¹[(d) **Original works/special repairs works** : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.]
- ²[(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.]

Clause 38: Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to laboures engaged by him on the works as revised from time to time by the Government, but the Government shall not be liable to pay any thing extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

Explanation : "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.

- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers, immediately or directly employed on the work, for the purpose of Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

1. Sub.by Order No.F.2(4)FD/PWFAR/99 Pt.II, dated 15.9.2009 (Circular No. 43/2009) with immediate effect for - "(d) **Original works/special repairs 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 Performance Guarantee/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."

2. Added by Order No.F.2(4)FD/PWFAR/99 Pt.II, dated 15.9.2009 (Circular No. 43/2009) with immediate effect.

- (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 therefrom, 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 primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

Clause 39 : Contractor to engage technical staff

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

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

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

Clause 39A :

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, thereunder, 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 Relative barred from tendering

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

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

Clause 42 : Retired Gazetted Officers barred for 2 years

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his 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 43A :

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

Clause 44 : Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the legal heirs of the Contractor or the Chief Engineer or duly authorised Engineer shall have the option of terminating the contract without any compensation.

¹[Clause 45 : Price Variation Clause

If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where

1. Substituted by Order No.F.2 (4)FD/Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) for - "If, during the progress of the contract of value exceeding Rs. 100 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 12 months (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel and petrol incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen/diesel and petrol. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment."

Again amended by Order dated 5.7.2018 (Circular No. 71/2018) for - "If, during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than ^{*}[3 months] (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen/diesel and petrol/cement/steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment."

*Substituted by Order No.F.2 (4)FD/PWF&AR/99 Part-II dated 24.10.2008 (Cir. No.38/2008) for -"6 months" wherever appearing in said clause.

stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/ bitumen/diesel and petrol/ cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour increases or decreases, as compared to the price and/or wages prevailing at the last date of submission of bids, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department) /labour/ bitumen/diesel and petrol/ cement/ steel.]

नोट : मूल्य विचलन की गणना हेतु इस क्लॉज 45 में नीचे दिए गए सूत्र (A) से (F) तक तथा क्लॉज 45A में जो सूत्र दिये गये हैं उनमें भी क्लॉज 45 एवं 45A में किये गये उक्त संशोधन अनुसार "last date of submission of bid" को ही आधार तिथि मानते हुए तदनुरूप ही संशोधन समझा जाकर मूल्य विचलन की गणना की जावे।

यह आदेश जारी होने की दिनांक (अर्थात् 5.7.2018) से जो 'बोली आमंत्रित करने वाले नोटिस'(NIB) प्रकाशित किए जाएंगे उन सभी उपापनों पर यह संशोधित प्रावधान लागू होंगे।

इस आदेश दिनांक से पूर्व प्रारंभ हो चुकी बोली/उपापन प्रक्रियाओं एवं अनुबंधों में पूर्व के ही प्रावधान लागू होंगे।

(उपर्युक्त दिया गया नोट दिनांक 5.7.2018 को जारी आदेश PWF&AR-71/2018 का ही भाग है। कृपया उक्त आदेश का वित्त विभाग की वेबसाईट पर अवलोकन करें।)

¹[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

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(I_{L1} - I_{L0})}{I_{L0}}$$

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

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

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

I_{L1} = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

P_L = Percentage of labour components.

Note : In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this clause.

1. Substituted vide Circular No.F.2(4)FD/PWF&AR/99 Part-II dated 24.10.2008 for - "Increase or decrease in the cost of labour/material/bitumen/diesel and petrol shall be calculated quarterly in accordance with the following formula:-"

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

$$V_M = 0.75 \times \frac{P_M}{100} \times R \times \frac{(L_{M1} - L_{M0})}{L_{M0}}$$

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

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

L_{M0} = The average wholesale price index (all commodities) for the quarter in which tenders were opened/ negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).

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 components (excluding materials supplied by the Department).

¹(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 work during the month under consideration due to changes in the rate for bitumen.

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

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

B_1 = 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.]

1. Substituted vide Circular No. 38/2008 dated 24.10.2008 for - "**(C) Bitumen**"

$$V_b = 0.75 \times \frac{P_b}{100} \times R \times \frac{(B_1 - B_0)}{B_0}$$

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

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

B_0 = The whole-sale price for bitumen on the day of opening of tenders/negotiation, as published by the Economic Adviser to Govt. of India, Ministry of Industry.

B_1 = The average wholesale price Index for bitumen for the quarter under consideration as published weekly by Economic Adviser to Government of India, Ministry of Industry.

P_b = Percentage of bitumen component excluding bitumen supplied by the Department (Specified in the sanctioned estimate of the work."

(D) Petroleum

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

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

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

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

F_i = The average whole sale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

P_f = Percentage of fuel and lubricants components excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

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

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

¹(E) Cement

$$V_C = 0.75 \times \frac{P_C}{100} \times R \times \frac{(L_{C1} - L_{C0})}{L_{C0}}$$

V_C = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates of cement.

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

L_{C0} = 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_{C1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

P_C = Percentage of cement components (excluding cement supplied by the Department).

1. Added by Order No.F.2 (4)FD/Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) with immediate effect.

(F) Steel

$$V_s = 0.75 \times \frac{P_s}{100} \times R \times \frac{(L_{S1} - L_{S0})}{L_{S0}}$$

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_{S0} = 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_{S1} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

¹[Clause 45A : Price Variation in installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works

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

नोट : मूल्य विचलन की गणना हेतु क्लॉज 45 में नीचे दिए गए सूत्र (A) से (F) तक तथा इस क्लॉज 45A में जो सूत्र दिये गये हैं उनमें भी क्लॉज 45 एवं 45A में किये गये उक्त संशोधन अनुसार "last date of submission of bid" को ही आधार तिथि मानते हुए तदनुरूप ही संशोधन समझा जाकर मूल्य विचलन की गणना की जावे।

यह आदेश जारी होने की दिनांक (अर्थात् 5.7.2018) से जो बोली आमंत्रित करने वाले नोटिस (NIB) प्रकाशित किए जाएंगे उन सभी उपापनों पर यह संशोधित प्रावधान लागू होंगे।

इस आदेश दिनांक से पूर्व प्रारंभ हो चुकी बोली/उपापन प्रक्रियाओं एवं अनुबंधों में पूर्व के ही प्रावधान लागू होंगे।

(उपर्युक्त दिया गया नोट दिनांक 5.7.2018 को जारी आदेश PWF&AR-71/2018 का ही भाग है। कृपया उक्त आदेश का वित्त विभाग की वेबसाईट पर अवलोकन करें।)

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

Where :

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

P_0 = Price quoted/confirmed.

1. Substituted by Order No.F.2 (4)FD/PWFAR/99-II dated 5.7.2018 (Circular No. 71/2018) for -
"Clause 45A : Price Variation in installation of elevators, supply/installation of Centrally Air Conditioning and Central Evaporating Cooling Works. In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula."

MP_O = Wholesale Price Index Number for metal product as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin, Revised Index Number of Wholesale Prices (Base : 1981 - 82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

W_O = All India Average Consumer Price Index Number for Industrial workers (Base 1982=100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

The above index number MP_o & W_o are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

MP = Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of wholesale prices (Base : 1981-82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.

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

$W_o(1)$ =All India Average Consumer Price Index Number for Industrial workers (Base : 1982=100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

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

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

Note-3: The indices MP & M_o are regularly published by IEEMA in monthly basis 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[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 breakup of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below:-

1	Labour	000000
2	Material	000000
3	Bitumen	000000
4	Diesel and Petrol	000000
5	Cement	000000
6	Steel	0000
	Total	100.000%

3. While allowing price escalation the following shall be deducted from the value of work done (R):
 - (a) Cost of material supplied by the Department.
 - (b) Cost of services rendered as per Clause 34.
 - (c) Secured Advance/any advance added earlier but deducted now after work is measured.
 - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book, shall be the criterion.

1. Substituted by Order No.F.2 (4)FD /Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) with immediate effect for -

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

(a)	Labour-----	percent
(b)	Material-----	percent
(c)	Bitumen-----	percent
(d)	Diesel and Petrol -----	percent
	<u>Total-----</u>	<u>100%"</u>

6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost ¹[Rs.50 lacs] or less, the value of work actually done excluding cost of material supplied by the Department, exceeds ¹[Rs. 50 lacs] and completion period is more than ²[3 months] then escalation would be payable only in respect of value of work in excess over ¹[Rs.50 lacs,] from the date of satisfying both the conditions.
9. Where originally stipulated period is ²[3 months] or less but actual period of execution exceeds beyond ²[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 ¹[Rs.50 lacs].
10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein, shall entertained.
12. If the period of completion including extended period attributable to Government exceeds ²[3 months] but cost does not exceeds more than ¹[Rs. 50 lacs], no escalation is admissible.
13. Similarly, if cost of works increases more than ¹[Rs.50 lacs] but completion period including extended period attributable to government is less than ²[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 ²[3 months] and amount of work ¹[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 ¹[Rs.50 lacs] and in period of work beyond ²[3 months].

1. Substituted by Order No.F.2 (4)FD /Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) with immediate effect for "Rs. 100 lacs".

2. The existing figure & word "12 months" substituted "6 months" by Order No.F.2 (4)FD /Exp.III/99 dated 13.7.2006 (Cir. No.26/2006) and again "6 months" substituted "3 months" vide Circular No. 38/2008 dated 24.10.2008 for "6 months".

17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such a manner as the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.
- ¹[18. Price variation clause shall be applicable in case of lump sum contracts estimated to more than Rs. 100 crore with stipulated completion period of more than 18 months.
19. The component of operation and maintenance (O&M) cost included in the contract price shall not be subject to price variations. The price may be adjusted by the use of prescribed formula (or formulae) which breaks down the total price into components.
20. The amount of price variation in case of lump sum contracts will be made by adding or deducting, as the case may be, from the payments made at the stages of work specified in the contract document.]

Clause 46: Force Majeure

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

Clause 47: General Discrepancies and Errors

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

Clause 48: Post payment Audit & Technical Examination

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

1. Condition No. 18 to 20 added by Order No.F.2 (4)FD /Exp.III/99 dated 27.1.2012 (Cir. No.49/2012).

Clause 48A : Pre Check or Post Check of Bills

The Government shall have right to provide a system of pre-check of Contractor's bills by a specified Organisation, and payment by an Engineer or an Accounts Officer/Sr. Accounts Officer/Chief Accounts Officer/Financial Advisor, as the Government may in its absolute discretion prescribe. Any over-payments/excess payments detected, as a result of such pre-check or post-check of Contractor's bills, can be recovered from the Contractor's bills, in the matter, herein before provided, and the Contractor will refund such over/excess payments.

Clause 48B : 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 upto the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 49: Dismantled Materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government, as per directions, of the Engineer-in-charge.

Clause 50 : Recovery from Contractors

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Guarantee and/or Security Deposit, Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues.

The department shall, further, have the right to effect such recoveries under Public Demands Recovery Act.

Clause 51 : Jurisdiction of Court

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in this agreement, the same shall be settled by a competent Court having jurisdiction over the place, where agreement is executed and by no other court, after completion of proceedings under Clause 23 of this Contract.

**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 10C)

S.No.	Item	Rate	Place of Delivery and Return

Progress Statement referred to in Clause 2 of Conditions of Contract

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

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

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

ANNEXURE TO APPENDIX XI

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS
LABOUR REGULATIONS

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 piece work 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.
 - (v) "**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 the commences his work on contract, display and correctly maintain and continue to display and inconspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, 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 of ten days after the last day of the wage period in respect of which the wages are payable.
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the 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 include the following particulars :-
- (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

7. Fines and deductions which may be made from wages :

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following :
- (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place of places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (i-a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause 1 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 ascertained 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 as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned. In case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.
12. **Appeal against the decision of Labour Welfare Officers** : Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorised, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
- 12-A. 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 authorised by the State Government on his behalf.

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

**SCHEDULE OF FAIR WAGE TO BE GIVEN BY
EXECUTIVE ENGINEER**

LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

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

**SCHEDULE SHOWING (APPROXIMATELY) MATERIALS TO BE SUPPLIED
FROM THE PUBLIC WORKS STORE FOR WORK CONTRACTED TO BE
EXECUTED AND THE RATES OF WHICH THEY ARE TO BE CHARGED FOR**

Particulars	Rates which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	NP.	
Doors, with Chowkhatsdo.....do..... Windows with Chowkhatsdo.....do..... Steel Shapesdo.....do..... Bars Mild Steel Sheets plain, G.I.doCorrugated G.I. etng, Wire Belts Towerdo..... Locks, MorticedoRim Hinges, Buttdo..... Hinges, Spring Cement, Portland				

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

(Signature of Contractor)

(Signature of Engineer)

**PROGRESS STATEMENT REFERRED TO IN CLAUSE 3 OF
CONDITIONS OF CONTRACT**

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

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

Date :
Engineer-in-charge

Date :
Contractor

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

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

GOVERNMENT OF RAJASTHAN
DEPARTMENT

Division..... Sub-Division

STATEMENT OF PAYMENTS & RECOVERIES TO BE ATTACHED WITH THE AGREEMENT OF WORKS
(Referred to in PWF & A Rule 425)

S.No. of Bill	Gross amount of Bill	Progressive total of amount of Bill	Recoveries					Net amount of payment	C.B.Vr. No. Date	Dated initials of				
			Materials/ T & P	Quantity Hours	Amount	Income Tax deduction	Security Deposit			Other recoveries	Total recoveries	S.D.C./ Acctt.	A.E./ XEN	Remarks
1	2	3	4A	4B	4C	4D	4E	4F	4G	5	6	7	8	9

SPECIAL CONDITIONS OF CONTRACT

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

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

16. Proper arrangements for stacking and storage of cement, steel all construction materials have to be done by contractor as per standard practice and satisfaction of Engineer in Charge. Watch and ward of the cement, steel and all other construction material and equipment's shall be the responsibility of the contractor. Any defected material arises due to improper storage shall not be allowed to use in work. No extra payment shall be made to the contractor for any loss / damage due to rain & any other nature calamity.
17. The contractor shall not work after the Sunset and before Sunrise without specific permission of the Authorized Engineer.
18. No work of permanent nature be carried out during nights or Sundays or any authorized holiday without permission in writing of Engineer in charge.
19. No equipment or personnel will be removed from site without permission of Engineer in charge.
20. Any material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instruction issued by the Engineer-In-Charge in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
21. After completion of work, contractor will remove all debris & rubbish from worksite, Level & clean the site, at his own cost.
22. The contractor has to make all necessary arrangements for smooth and safe movement of traffic during the execution of the work as per the direction of the Engineer in charge. He will be fully responsible for constructing and maintaining the bye pass/ Diversion provided, during the course of execution of the work. The contractor will construct and maintain the diversion/ Bye pass at his own cost during the course of the construction and nothing shall be paid to the contractor on this part. If the contractor fails to make arrangements for smooth movement of the traffic, the Engineer in charge will be free to make such arrangements at the cost of the contractor.
23. The contractor shall arrange his own land for erection of plants, storage and parking of machinery, stacking of material etc.
24. The contractor shall follow the Contract Labour Regulation and Abolition Act. 1970 and Rules 1971.
25. The rate of different items provided in tender document is inclusive of all taxes and royalty.
26. Payment for lift and lead shall be made for distance as mentioned in BOQ with the respective item. No claims for extra lead shall be entertained on a/c of extra lead involved in any kind of material.

27. Contractor shall not be allowed to use cement other than OPC 43/53 Grade for concrete work of grade more than M25. Proper testing of cement before use shall be the responsibility of the contractor.
28. The contractor shall submit videography & photography of all important works before & after execution of work as required by Engineer in Charge at his own cost.
29. According to Government of Rajasthan Labour and Employment Department's Circular No. F-13[24] Labour/ Law / 2008 / 19072 dated 09.07.2010, collection of cess under section 3 of the "Building and other construction workers Welfare Cess Act. 1996" and registration of establishment under section 7 of the "Building and other construction works [Regulation of Employment and conditions of service] Act 1996" shall come in force for this contract [work] and labour cess shall be deducted accordingly from the Bill of the contractor.
30. The deduction of GST at source will be made from the Contractors bill as per Govt. notification or amended from time to time.
31. Defect liability period shall be as per The C.E. & A.S. PWD Rajasthan Jaipur Circular Rajkaj No 1292150 Dated 28-03-2025 :-
- A. BT Work- 5 Years After Completion of Work
 - B. ROB/Major Bridge/Flyover and approaches- 10 Years After Completion of Work
 - C. Stand alone CC Road projects and aggregate CC road works longer than 500 meter in a road works.- 10 Years After Completion of Work
 - D. As per circular Rajkaj No 17290790 Dated 21-08-2025 (Corrigendum-I)— The DLP for Standalone projects having Thickness up to 200 mm will be 5 years and the project having thickness more than 200 mm will be 10 Years.
 - E. The contractor will be responsible for satisfactory maintenance of the work as per above mentioned circular from the date of the completion of the work as desired & up to the full satisfaction of the Engineer in charge from time to time. The engineer in charge may get the maintenance done at the risk & cost of contractor during the defect liability period if the contractor fails to complete such maintenance of the defects of what so ever type arises in the work after giving 7 day written notice to him. The cost of such maintenance shall be recovered from the Security deposit for the work or any other deposit/ dues of the contractor with the department. Such notice issued to the contractor shall be considered as the final notice for information of the defects raised & the Engineer in charge will be free to get the defects rectified at the cost of the contractor without giving further notice to him.
- 32.(a) The use of privately owned or privately hired machinery on Contractors work can only be permitted after receipt of N.A.C. from the respective Executive Engineer, (Mech.) PWD or by Superintending Engineer (Mech), PWD.
- (b) Each Private machinery will have an authorized log book issued by the concerned Executive Engineer along with issue certificate of machinery by

the Executive Engineer.

(c) The maintenance and upkeep of hired machinery and Tools & Plants shall be responsibility of the Contractor.

33. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.

34. Quality control norms will be followed as per I.R.C. SP: 112-2017.

35. The contractor will display adequate number of Caution Boards/Diversion Boards for guidance of proper safety of traffic plying on the road.

36. All materials shall be stacked at site away from the berms in stack sizes specified in specifications volume and shall be collected layer wise, after compacting to collection of each layers, and getting its properties tested and certificate from Engineer-in-Charge shall have to be obtained before commencing spreading.

37. Collection of material shall be uniform throughout the length of road.

38. The measurements shall be taken as per standard practice and as per MoRTH guidelines.

39. The leveled surface shall be checked continuously during the spreading and rolling of the mix so as to ensure a finished surface within the tolerances laid down in MoRTH specifications.

40. The contractor will procure bitumen required for the execution of work from authorized refinery at his level and furnish the bitumen testing certificate from Government agency/Regional laboratory/Engineering College.

41. Testing of bitumen shall be done as per norms, for which equipment shall be made available at site by contractor in a laboratory, to be established at plant site by contractor.

42. Bitumen record should also be furnished by the contractor as per circular No. 7/2001 issued by the Chief Engineer P.W.D. Rajasthan Jaipur.

43. The contractor shall engage unskilled local labour from Rajasthan state preferably of the district, for the execution of the work.

44. Monsoon period included in completion period of the work.

45. If there is any typographical or clerical error in the nomenclature/ rates, the prevailing BSR of respective circle of PWD with subsequent all corrigendum for road work on which Schedule "G" is based will be treated as correct.

- 46.No extra payment shall be made to the Contracting agency on account of maintenance of Road / Bridge/ C.D. works and removal of defects during Defect liability Period.
- 47.The contracting agency shall do the routine maintenance of Road / Bridge & C.D. Works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in defect free condition during the entire period of routine maintenance, which begins at completion of the construction work and ends after five years.
- 48.The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge / AE.n, at least once in three months in case of all Road/Bridge /C.D. works. The Engineer -in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer -in-charge the record of inspection and rectification within 15 days after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.
- 49.The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 50.Photography and Videography before commencement of work, while working and after completion of work to be submitted by the contractor.
- 51.No extra payment shall be made to contractor for any task/work mentioned in special condition of contract.

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

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

12	White washing parapets of CD works.	<u>Once</u> in a year.
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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.

OTHER CONDITIONS OF CONTRACT

1. Cost of Tendering :

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

2. Site Visit :

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

3. Tender Document :

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

Notice inviting tender

Schedule "G"

General conditions of contract

Special conditions of contract

RPWA- 100 (form of agreement)

Any other document uploaded on website

- 3.2 The Tenderer is expected to examine carefully all instructions, conditions, forms, terms, technical specifications, bill of quantities, and drawings in the Tender Documents, Failure to comply with the equipments of tender submissions shall be at the tender's own risk.
- 3.3 The tenderer shall submit only as unconditional offer which complies fully with the requirements of the Tender document.
- 3.4 All tenderers are cautioned that no alternative or conditional offers, variations or deviations by the tenderers in respect of any item proposed by the tenderers shall be entertained or considered further in the process of tender approval, Further more, any deviation from the conditions of Contract or technical specifications or other requirements stipulated in the tender Document other than those specifically clarified/amended in the minutes of the minutes of the pre-tender meeting shall be summarily rejected as non responsive.

4. Format of Tender :

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

- 4.2 The certified copy of the partnership deed current address of the firm and full name and current address of the all the partners of the firm shall also accompany the tender.
- 4.3 If tender is made by a limited company or a limited Corporation it shall be signed by duly authorized person holding the power of Attorney for such limited Company or Corporation a certified copy of Power of Attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.



राजस्थान सरकार
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020

परिपत्र

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

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

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

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

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

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

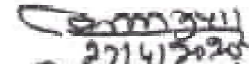
अतः उक्त दिशा-निर्देशों की अक्षरशः पालना की जावे।


27/4/2020

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

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

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


27/4/2020

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Date: 2021.01.01 14:42:51 IST

Location: Rajasthan-RJ

(GF&AR 5/2020)

राजस्थान सरकार
वित्त (जी. एण्ड टी.) विभाग

क्रमांक. एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक 4 फरवरी, 2013

परिपत्र सं. - 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 हैं, 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 करायें।



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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, संकर्मों के उपापन के लिये स्टैण्डर्ड बिडिंग डॉक्यूमेन्ट्स प्रक्रियाधीन है। अधिनियम की धारा 89 (Savings) के अनुसार इस अधिनियम में उपबन्धित सामग्री, सेवा एवं संकर्मों के उपापन से संबंधित समस्त नियम, विनियम, आदेश, अधिसूचनायें, विभागीय संहितायें, निर्देशिकायें, उपविधियां, शासकीय शापन या परिपत्र जो इस अधिनियम के प्रारम्भ की तारीख को प्रवृत्त थे, इनके इस अधिनियम के उपबन्धों से भंगत होने की सीमा तक तब तक प्रवृत्त रहे रहेंगे जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तों, अधिसूचना या पथास्थिति 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 स्टैण्डर्ड 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**

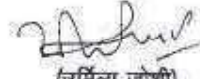


(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

1. निजी सचिव, राज्यापाल/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, लोकसुवक्त 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 (प्रति एवं वाणिज्यिक लेखा परीक्षा)/(ए एच ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभारणीय 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 वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।



(उर्मिला जोशी)

संयुक्त सचिव

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal Noof.....
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.

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Signature invalid

Digitally signed by AJEET SINGH
MEENA
Date: 2021.01.01 17:48:18 IST
Location: Rajasthan-RJ

GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)

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

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

ORDER

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

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

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

By Order,


(G.D. Vyas)

Officer on Special Duty

Copy forwarded for information and necessary action to the following:

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



Sr. Accounts Officer

OFFICER:

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

No. SEC 223/80/10-184

Date 19/7/2011

Additional Chief Engineer

PWD Zone (All)

Sub: Establishment / Verification of Field Laboratory

Sir,

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

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

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

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

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

Enclosure (s) : As above.

Chief Engineer (SS)
PWD Rajasthan, Jaipur

No. SEC 223/80/10-184

Date: 19/7/2011

Copy submitted / Forwarded to following for information & necessary action

1. PS to Hon'ble P.W.M. (R.S. Jaipur)
2. PS to Principal Secretary, PWD Rajasthan, Jaipur
3. PS to Secretary, PWD Rajasthan, Jaipur
4. Chief Engineer & Adl. Secretary, PWD Rajasthan, Jaipur
5. Chief Engineer (NH/PMONY - Road) PWD Rajasthan, Jaipur
6. Superintending Engineer, PWD Circle (All)
7. Superintending Engineer (SS), PWD Rajasthan, Jaipur
8. Executive Engineer, PWD Division (All)
9. Executive Engineer, Quality Control Division (All)

Chief Engineer (SS)

PART (A) : (ROAD WORKS)

Status of equipments

S. No	Equipments required	Quantity (Nos)	Availability (Nos)	Likely date of procurement if not available	Remarks
1	Sieves set 90-Galvni (Total 18 Sieves)	1 Set			
2	Brass sieves set 4 75-0.075mm	1 Set			
3	Pan Balance 10 Kg capacity	1			
4	Sand Replacement app. For F.O	1			
5	Core cutter for F.O. with Generator. Sliver complete set	1			
6	Atterberg's limit app For F.O	1			
7	F.I. gauge	1			
8	Impact testing machine	1			
9	Rapid moisture meter	1			
10	Moisture containers	12			
11	Electronic Balance	1			
12	Blumen Extractor app.	1			
13	Thermometer	10			
14	Blumen Extraction testing equipments	1 Set			
15	Concrete moulds with lining set 150x150x75 mm	12			
16	Mortar moulds with lining set 75x75x75 mm	24			
17	Compressive Testing machine 5 ton capacity	1			
18	Compressive Testing machine 100 ton capacity	1			
19	Enbedded trays	6			
20	Slump cone apparatus	1			
21	Cone cutting machine	1			
22	Ringwater test apparatus	1			
23	Vials app. For Gennett test	1			
24	Test oven	1			
25	Blumen testing equipments				
	(i) Penetration	1			
	(ii) Ductility	1			
	(iii) Viscosity	1			
	(iv) Flash & Fire	1			
	(v) Softening point	1			
26	Proctor Mould & Rammer	2			
27	Benkel Man Board	1			
28	G.P.T	1			
29	Roughness meter	1			
30	Expanded bowls	12			
31	C.B.R. Moulds	6			
32	Load frame for C.B.R.	1			

F



राजस्थान सरकार

वित्त विभाग

(सामान्य वित्तीय एवं लेखा नियम अनुभाग)

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

जयपुर, दिनांक : ०५-०७-२०१९

आदेश

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

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

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

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

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

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

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

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

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

आज्ञा से



(मंजू राजपाल)

शासन सचिव

वित्त (बजट) विभाग

प्रतिलिनि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है-

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


(उषस्मिता त्रिपाठी)
संयुक्त शासन सचिव

(PWF&AR - 71/2018)

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

No. F- 45/1915/ Circular/05/644
Rajasthan, Jaipur

Dated :- 17.9.18

Circular
"Defect Liability Period"

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

A. Regarding upkeep of roads during DLP :-

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


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

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

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

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

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



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

Date :

No.

Copy to the following for information and necessary action :-

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


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

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

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

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

10 Date of removing from portal

OFFICE OF THE CHIEF ENGINEER PWD RAJASTHAN JAIPUR

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

Dated 12-4-2021

CIRCULAR- 01/2021-22

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

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

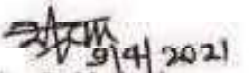
It is further directed to check validity of empanelment of private bitumen suppliers well before accepting bitumen supply from them.

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


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

Copy to:

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


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

2.18 Other Items:

1. Duct and installing fitting and frames
2. Lift and Escalators
3. Air cooling/ Air conditioning/ Heating System.
4. Fire fighting system.
5. CCTV, IFABX
6. Security system equipments.
7. Electric Motor Pumps.

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

X. General

3.1 Inspection of works during Defect Liability Period

3.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge (A.E.), at least once in three months in case of all Road/bridges/12 weeks. The Engineer-in-charge may reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the report of inspection and rectification within 15 days after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.

3.1.2 This register has to be maintained by every A.E.D for recording the inspection details of works in the jurisdiction under defect liability period.

3.2 Conditions regarding Security Deposit

3.2.1 Security for M.P.

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

3.2.2 Expenses of SD.

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

3.2.3 Force Majeure.

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



राजस्थान राजपत्र
विशेषांक

RAJASTHAN GAZETTE
Extraordinary

साधिकार प्रकाशित

Published by Authority

अग्रहायण 27, शुक्रवार, शाके 1942-दिसम्बर 18, 2020
Agrahayana 27, Friday, Saka 1942-December 18, 2020

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 (G&T) DEPARTMENT
NOTIFICATION

Jaipur, December 18, 2020

G.S.R.230 -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 (Second Amendment) Rules, 2020.

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

2. Amendment of rule 42.- The existing proviso to sub-rule (2) of rule 42 of the Rajasthan Transparency in Public Procurement Rules, 2013, hereinafter referred to as the said rules, shall be substituted by the following, namely:-

"Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken."

3. Amendment of rule 75.- In rule 75 of the said rules,-

(i) the existing proviso to sub-rule (2) shall be substituted by the following, namely:-

"Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, the performance security shall be taken as under:-

- 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
- 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
- 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), and

- (ii) in sub-rule (3), the existing proviso to clause (f) shall be substituted by the following, namely:-

"Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 3% of the amount of the bill."

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

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

Government Central Press, Jaipur.



Sanohar Khat
IAS
मनोहर कांत
आई ए एस

21/05/2010

5A

Principal Secretary
Labour, Employment & Technical Education (Training)

प्रमुख शासन सचिव
श्रम, नियोजन एवं तकनीकी शिक्षा (प्रशिक्षण) विभाग
Government of Rajasthan, राजस्थान सरकार
Phone: +91-141-2227811

D.O. letter no. F. (B) (C) 3568/अ.श.वि./IR/नो
Dated 17.5.2010

My dear Atul ji,

17/5/10
18/5/10
24/5/10

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

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

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

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

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

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

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

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

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

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

With regards.

Yours sincerely,

(Manohar Kant)

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

कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

क्रमांक - अ.मु.अ (ला) / अ.अ. ए.स. ए.स. & सी / वणिगत / 2021-22 / डी- 2

दिनांक

1/3/2022

परिपत्र

सविदात्मक करार जो कि राज्य सरकार या पब्लिक सेक्टर द्वारा संवेदक के साथ किये जाते हैं, उनमें गलतवे होने पर निर्णायक मध्यस्थ को भेजे जाने का प्रावधान रखा जाता है। मध्यस्थ एवं सुलह अधिनियम 1996 में वर्णित मध्यस्थ (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 सविदात्मक करारों से मध्यस्थ 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 मध्यस्थ एवं सुलह अधिनियम 1996 एवं वाणिज्यिक न्यायालय अधिनियम 2015 के प्रावधानों के संदर्भ में प्रयोज्यता बावत् राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंधों में Deletion of Arbitration Clause के संवध में प्रस्ताव वित्त विभाग को प्रेषित करने पर वित्त विभाग की वित्त (जी एण्ड टी) शाखा द्वारा PWF & AR में मध्यस्थ 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 मध्यस्थ का क्लॉज नहीं रखा जाये। यदि किसी प्रकरण विशेष में मध्यस्थ क्लॉज रखा जाना आवश्यक हो तो ऐसे प्रकरण में वित्त विभाग की पूर्व अनुमति से ही मध्यस्थ करार रखा जाना वांछनीय होगा।

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


3/3/2022
(सजाव माधुर)

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

संख्याक-अ.मु.अ.(एजा)/अ.अ.एस.एस&सी/परिपत्र/2021-22/डी-2।

दिनांक- 07/03/2022

प्रतिलिपी सूचनार्थ एवं आवश्यक कार्यवाही हेतु पेषित 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-एव/गुणवत्ता नियंत्रण/पीएमजीएसवाई/विद्युत सा.नि. वि., राजस्थान।
6. प्रबंध निदेशक आरएसआरडीसी लिमिटेड जयपुर।
7. निजी सचिव, वित्तीय बजट/कार्य. 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/उपायक लेखाधिकारी/खपिडय लेखाधिकारी/खण्डीय लेखाकार (मुख्यालय/समस्त राणाग/पूरा कार्यालय/खण्ड कार्यालय, सा.नि.वि., राजस्थान।
12. अधिशाषी अभियन्ता समस्त, सा.नि.वि., राजस्थान।
13. समुक्त निदेशक (सिस्टम ऐनालिस्ट) सा.नि.वि. को मिजवाकर लेख है कि उक्त परिपत्र को सा.नि.वि. की वेबसाईट पर अपलोड करने का श्रम करे।

स्वीकार
07/03/2022
(सजीव माथुर)

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

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

भाग 4 (ग)

उप-खण्ड (I)

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

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

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

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

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

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

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

Explanation : For the purpose of this rule,-

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

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

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

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।



राजस्थान राजपत्र
विशेषांक

RAJASTHAN GAZETTE
Extraordinary

साधिकार प्रकाशित

Published by Authority

पौष 22, बुधवार, शके 1943-जनवरी 12, 2022
Pousa 22, Wednesday, Saka 1943-January 12, 2022

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 (G&T) DEPARTMENT

NOTIFICATION

Jaipur, January 12, 2022

G.S.R.398 -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 (Amendment) Rules, 2022.
(2) They shall come into force from the date of their publication in the Official Gazette.

2. Amendment of rule 75.- In rule 75 of the said rules,-

- (i) in proviso to sub-rule (2), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted; and
- (ii) in proviso to clause (f) of sub-rule (3), for the existing expression "31.12.2021", the expression "31.03.2023" shall be substituted.

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

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

1936

Government Central Press, Jaipur.



No. F4.14(02)/RISL/Tech/2011/1702

Dated: 15/02/2023

Financial Advisor,
PWD,
PWD Campus, Jacob Road,
Opp. Jaipur Club, Jaipur

विषय: विभागों द्वारा ई प्रोक्वोमेंट प्रक्रिया में निविदा हेतु निविदादाता से ली जाने वाली RISL Processing Fees वित्त विभाग द्वारा निर्धारित नई दरों के अनुसार प्राप्त की जाने बाबत।

संदर्भ:— वित्त विभाग के आदेश क्रमांक F.8(10)FD/SPFC/Misc/2022 जयपुर, दिनांक 27.01.2023

उपरोक्त विषयान्तर्गत लेख है कि वित्त विभाग के आदेश क्रमांक F.8(10)FD/SPFC/Misc/2022 जयपुर, दिनांक 27.01.2023 (संलग्न) के अनुसार ई-प्रोक्वोमेंट प्रक्रिया में निविदा हेतु निविदादाता द्वारा जमा कराई जाने वाली RISL Processing Fees की दरों में संशोधन कर नई दरें निर्धारित की गई है। अतः विभागों द्वारा की जाने वाली आगामी सभी निविदाओं में RISL Processing Fees की राशि नई निर्धारित दरों के अनुसार निविदादाताओं से प्राप्त कर RISL को भिजवाई जानी है।

अतः आपके अधीनस्थ रागरत विभागों को वित्त विभाग के आदेश के साथ सूचित करवाने का श्रम करें कि ई-प्रोक्वोमेंट प्रक्रिया में आगामी नये टेण्डरों हेतु RISL Processing Fees की राशि वित्त विभाग के आदेशानुसार निर्धारित नई दरों के अनुसार ही निविदादाताओं से प्राप्त कर RISL में भिजवाई जाना सुनिश्चित करावें।

Sh. Manish Sharma
AAO II

Q.
FA

20/2/23

Please note
ALL ACE, SE, Ex. En.
PWD, Rajasthan.


अतिरिक्त निदेशक
(ई-प्रोक्वोमेंट)


(रमेश साखला)
वित्तीय सलाहकार
सा.नि.वि. राज., जयपुर

ORDER

Subject:- Revision in RISL Processing Fees

This is in reference to the Order of even number dated 30.09.2011 issued by this department regarding charges for availing the services of RajCOMP Info Services Ltd. (RISL). The charges prescribed against Sr. No. 1 of the table in this Order are hereby revised as under

Sr. No.	Particulars	Charges
1.	To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs	<ol style="list-style-type: none"> If bid value is upto Rs. 50 lacs, charges will be Rs. 500/- per bidder per bid. If bid value is more than Rs. 50 lacs and upto Rs. One Crore, charges will be Rs. 1500/- per bidder per bid. If bid value is more than Rs. One Crore and upto Rs. Five Crore, charges will be Rs. 2000/- per bidder per bid. If bid value is more than Rs. Five Crore, charges will be Rs. 2500/- per bidder per bid. <p>Note: The above charges will be collected additionally through single challan on e-GRAS or in the form of Demand Draft (DD)/Bankers Cheque (BC) in the name of Managing Director, RISL, payable at Jaipur along with prescribed bid document fee from the bidders.</p>

All Procuring Entities shall ensure mentioning above revised charges in the Notice Inviting Bid (NIB) issued for upcoming procurements henceforth.

By Order,


(Rohit Gupta)

Finance Secretary (Budget)

Copy forwarded for information and necessary action to:

1. P.S. to Hon'ble Governor/C.M./All Ministers/State Ministers.
2. OSD to Chief Secretary/P.S. to All Addl. Chief Secretaries.

2

OFFICE OF THE CHIEF ENGINEER PWD, RAJASTHAN JAIPUR

S. No: - SE (Bridge) | JOINT VENTURE | 2023 | D- 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.	-
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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
4/5/2023

(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
4/5/2023

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

Signature Not Verified

Digitally signed by KAILASH CHAND
MEENA
Date: 2023.05.06 19:17:12 IST
Location: Rajasthan-RJ

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

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

दिनांक 25.05.2023

आदेश

विषय- सार्वजनिक निर्माण विभाग की बोलियों में प्राप्त एवं जीएसटी की राशि पृथक-पृथक से प्रदर्शित करने बाबत विज्ञापित।

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 कटौतियों 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 श्रेणियों 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 तदर्थित 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 को 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। तदुपरान्त 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 को 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 अदोषित बिलजब अवधि में समय लगने की संभावना है, अतः जब तक GWMS में चला प्रावधान नहीं होता तब तक सभी बीओक्यू वर्तमान में प्रचलित रीएसल्ट (Rates including GST) की दरों पर लागू की जाकर निविदाओं में अवलोक की जावे और बिना के भुगतान में प्रथम श्रेणी के निर्देशों के अनुसार कार्यवाही करें।

अतः प्रस्त 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।


(सचिव जयपुर)

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

क्रमांक: मु.अ./अनु./ग्यारह/जीएसटी/सी-

अतिरिक्त 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- ग्रह. भवन, पीएमजीएसआई, दिव्य, गुप्त भिखण, सा.नि.वि. राजस्थान, जयपुर।
5. वित्तीय सहायकार, वित्तीय सहायकार (पीपीपी) सा.नि.वि. राजस्थान, जयपुर।
6. अतिरिक्त मुख्य अभियन्ता, सा.नि.वि. जयपुर (समस्त)
7. अधीक्षण अभियन्ता, सा.नि.वि. जयपुर (समस्त)
8. अधिसूचना अभियन्ता, सा.नि.वि. जयपुर (समस्त)
9. जिता कोषाधिकारी, कोष कार्यालय (समस्त)

दिनांक:



(सचिव जयपुर)
वित्तीय सहायकार
सा.नि.वि. राज. जयपुर

परिपत्र

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

- वर्तमान में Potential/Post Qualification Bid के साथ बिड के क्लॉज 4(i) 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 कंपैसिटी 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, जिसके 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 क्वॉंक 1003 दिनांक 09.09.2022 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(ii) 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 वरस्तावेजों से पूर्ण प्रमाण से हटाया जाता है।

यह परिपत्र प्रशासनिक विभाग की आईसी संख्या 2285/माननीय मंत्री दिनांक 25.04.2023 द्वारा अनुमोदित है।

28/4/2023
(संजीव माधुर)

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

1. निजी सचिव, माननीय मंत्री सा०नि०वि० राजस्थान जयपुर।
2. निजी सचिव, श्रीमान प्रमुख शासन सचिव, सा०नि०वि० जयपुर।
3. निजी सचिव, श्रीमान शासन सचिव सा.नि.वि. जयपुर।
4. मुख्य अभियन्ता एन०एम०/बदन/पी०एम०जी०एस०वाई०/गुण नियंत्रण, सा०नि०वि० जयपुर।
5. अतिरिक्त मुख्य अभियन्ता सा.नि.वि. संभाग..... (समस्त)।
6. अधीक्षक अभियन्ता सा.नि.वि. वृत्त..... (समस्त)।
7. अभियांत्री अभियन्ता सा.नि.वि. खण्ड..... (समस्त)।

28/4/2023
(संजीव माधुर)

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

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

जयपुर, दिनांक : 27.06.2024

आदेश

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

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

- The existing Item 1.2 of Section I - General Conditions shall be substituted as under :-
"1.2 The application form can be obtained from enlisting authority on non-refundable cash/online payment of Rs. 500/-."
- The existing Item 1.16 of Section I - General Conditions shall be substituted as under :-
"1.16 **GST Clearance Certificate** - All the contractors are required to submit copy of last three months/last quarter GST return submitted by contractor in the end of September every year. The contractors, who fails to submit the GST return will be liable to be removed from the approved list of contractors."
- The existing Item II.3 of Section II - Civil Contractors shall be substituted as under :-
"II.3 **Extent upto which qualified to tender** : The contractors of various classes shall be qualified to tender upto the extent prescribed against each class as below

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

- The existing Item II.4 of Section II - Civil Contractors shall be substituted as under :-
"II.4 **Registration (Enlistment) fee and Security Deposit for Enlistment** : Contractors desiring enlistment in any class shall pay Registration Fee (non-refundable) as mentioned in column 3 and Security Deposit as mentioned in column 4 of following table alongwith the application form (RPWA 168)

S. No.	Class of Contractor	Amount of Registration Fee (non-refundable)	Amount of Security Deposit in form of Interest bearing Deposit/FDR of Nationalised/Schedule Bank (Rs. in lac)
1	2	3	4
1.	AA Class	Rs. 45,000	12.00
2.	A Class	Rs. 33,750	6.00
3.	B Class	Rs. 12,500	4.00
4.	C Class	Rs. 9,000	1.50
5.	D Class	Rs. 4,300	0.75

- 2 -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5 -

15. The existing point (iv) and (v) of Item VIII.3 of Section VIII - Removal from the Register shall be substituted as under :-
- "(iv) fails to secure any contract during the period of last two consecutive years,
- (v) fails to furnish the required 3 months/last quarter GST return as required under these rules,"
16. यह आदेश जारी होने की दिनांक से होने वाले नवीन पंजीयन हेतु Application Form Fee रुपये 500/- होगी।
17. विद्यमान पंजीकृत संवेदकों से बढी हुई registration fees नहीं ली जायेगी, तथापि इन नियमों के अधीन किसी भी कारण से renewal of provisional enlistment or renewal of enlistment करवाने पर परिशिष्ट-XVI के शिर्षु 1.5 के प्रावधानानुसार बढी हुई फीस का 20 प्रतिशत युगलान करना होगा।
18. संबधित Enlisting Authority वर्तमान में पंजीकृत संवेदकों से बढी हुई सिञ्चुरिटी डिपोजिट की अन्तर राशि आदेश जारी होने की दिनांक से 6 माह में जमा किया जाना सुनिश्चित करेंगे, तब तक वर्तमान में पंजीकृत संवेदक बढी हुई सीमा के अनुसार निविदा में भाग ले सकेंगे। यदि विद्यमान पंजीकृत संवेदक उक्त अन्तर राशि आदेश जारी होने की दिनांक से 6 माह के भीतर जमा कराने में विफल रहता है तो उसका रजिस्ट्रेशन निरस्त समझा जायेगा।

(देवाशीष पृष्ठी)

शासन सचिव, वित्त (यजद)

27.06.2024

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

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

.....6

- 6 -

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

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

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



संयुक्त शासन सचिव

(PWF&AR - 98 / 2024)

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)	<p>Bid Capacity for potential assessment.</p> <p>(A*N*3-B)</p> <p>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.</p> <p>N:- Number of years prescribed for completion of the works for which bids are invited.</p> <p>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.)</p>	<p>As per existing clause.</p> <p>(A*N*3-B)</p> <p>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.</p> <p>N:- Number of years prescribed for completion of the works for which bids are invited.</p> <p>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.)</p>

Signature Not Verified



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

3 (v)	<p>Bid capacity for post qualification assessment.</p> <p>(A*N*2-B)</p>	<p>(A*N*3-B)</p> <p>Where:-</p> <p>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.</p> <p>N:- Number of years prescribed for completion of the works for which bids are invited.</p> <p>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.)</p>
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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 Tarachand 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

		<p>bidder opts the current financial year 2018-19 for assessment, year 2013-14 will not be considered for evaluation purpose.</p> <p>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.</p> <p>II. For this purpose, works executed in Government departments /Govt. undertakings /Autonomous bodies shall be considered :-</p>
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

CHIEF ENGINEER & Addl. SECRETARY, PWD, RAJ. JAIPUR

No.CE/FA/Sec.XI/Circular/D-85

Date:15.02.2024

CIRCULAR

Subject: Guideline for tender for Execution of Balance Work in Rescinded Contract as per Clause 3 of GCC of Contract Agreement.

1. P.W.D has been implementing works through contractor firms under sanctioned project/schemes of rural and urban sector and major projects Sometimes these works are not executed by contractor firms with the pace required as per prorata progress mentioned in clause 2 of the PWF&AR Volume II, Appendix XI General Condition of Contract (GCC) and when such a contractor delays or suspends execution of the work due to which he is unable to secure completion of work by the date of completion or he has failed to complete the work, action is taken against the contractor by rescinding the contract for default under Clause 3 of the GCC. In such rescinded cases in order to complete the work/Project, balance work of the rescinded contract is taken up at risk and cost of the original contractor under clause 3 of GCC.
2. While implementing the above mentioned Clauses laid down under PWF&AR Part-II, PWD has generally been following certain prudent and time -tested principles for tendering of balance works. However, it has been observed that in a few cases, the estimated cost of the balance work, pre-qualification conditions and other tender conditions have not adhered to these principles, due to which tendering process gets delayed or falls under dispute, which further delays the award of balance work, and the very purpose of rescinding of contract may not be achieved in time.
3. In order to streamline the tendering process of balance work in rescinded contract cases, it is enjoined upon all to follow the following guidelines in preparation of NIT and Bid documents for execution of balance work on risk and cost of the original contractor :
 - i. As per principles laid down under clause 3 (c) of GCC, the cost of balance work to be executed shall be calculated based on rates finalized with original contractor at the time of issue of the work order using the latest quantities finalized with the original contractor (quantities as mentioned in the original work order adjusted for any further changes in quantities authorized). This cost of balance work is the actual cost the Government would have incurred for completing the work but for default of the original contractor, and hence this cost of balance work should also be mentioned in the NIT for balance work as estimated cost.
 - ii. At the bare minimum, the time period for balance work shall be calculated in proportion of the balance work cost to the original work order cost with respect to time period kept originally for completion of work. However, this time period can be increased while finalizing an NIT, considering the minimum period required for execution of specific items comprising the balance work.
 - iii. Financial and technical pre-qualification criteria in the tender shall be kept same as per the Pre-qualification criteria of tender invited for the original work. However, it



shall be ensured that the value of required eligibility in particular Pre-qualification criterion shall not be more than the value of required eligibility in those particular qualification criteria of original NIT. If the Value of eligibility is calculated more than the value of eligibility in NIT of original work, the earlier values as mentioned in NIT of original work shall be used for the tender for balance work.

- iv. Terms and conditions including general condition of contract and special condition of contract shall be kept the same as in NIT of original contract.
- v. Specifications of work shall be kept the same as in NIT of original contract and scope of work shall be clearly described according to NIT of original contract and scope of work shall be clearly described according to NIT of original contract and quantum of Balance work remaining, based on quantities as mentioned in the original work order adjusted for any further changes in quantities authorized as per revised technical sanction, if any.
- vi. Where a procurement process is undertaken for balance work which is not at the risk and cost of the contractor, the current BSR in force in PWD respective circles shall be used for preparation of technical estimates.
- vii. However, where procurement process is undertaken for award of balance work at risk and cost of original contractor, the BSR which was used for preparation of technical estimate for the original works shall invariably be used for technical estimate for such balance work.

The above guidelines shall be strictly followed by all concerned field officers in all future tendering process of works put to tenders for balance work in all schemes/projects funded by State fund executed by PWD.


15/02/2024
(D.R. Meghwal)
Chief Engineer & Addl. Secy.

No.CE/FA/Sec.XI/Circular/D-85

Date:15.02.2024

Copy to followings for information and necessary action:-

1. SA to Dy. CM, (PWD.) Govt. of Rajasthan, 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. Secy, PWD, Rajasthan, Jaipur
5. Chief Engineer- Road/PMGSY/QC/NH/Elect./Mechanical/SS, PWD, Rajasthan, Jaipur.
6. Financial Advisor/Financial Advisor (NH), PWD, Rajasthan, Jaipur.
7. Addl. Chief Engineer, PWD Zone..... (All)
8. Superintending Engineer, PWD, Circle..... (All)
9. Executive Engineer, PWD, Div. (All)


15/02/2024
(D.R. Meghwal)
Chief Engineer & Addl. Secy.

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

No.

Date

CIRCULAR

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

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

1. Design Considerations for Roadworks

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

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

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2. Specifications and Standards

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

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Gupta

Designation : Chief Engineer

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

3. Technical Sanction Documentation:

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

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Gupta

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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	When required. Repainting once in

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Designation: Chief Engineer
Date: 2025.03.28 16:06:06 IST
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		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)

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

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

क्रमांक:— एफ2(अनु0—14/आ.जा.दल/डी—

दिनांक:—

—:: कार्यालय आदेश ::—

वित्त विभाग, राज. जयपुर के आदेश क्रमांक प.3(2)वित्त/साविलेनि/2020 दिनांक 03.04.2025 के संदर्भ में प्राप्त मार्गदर्शन की पालना में इस कार्यालय के क्रमांक 2242 दिनांक 18.05.2025 द्वारा जारी पूर्व आदेशों को विलोपित कर निम्नानुसार आदेश जारी किया जाता है :-

“वित्त विभाग के आदेश दिनांक 03.04.2025 के जारी होने से पूर्व जिन संवेदकों ने 02 वर्ष के लिये रजिस्ट्रेशन रिव्यू करवाया था तथा जिनका रजिस्ट्रेशन रिव्यू दिनांक 03.04.2025 के पश्चात् होना है, इन्हें भी अब 02 वर्ष के स्थान पर 04 वर्ष पश्चात् रजिस्ट्रेशन रिव्यू करवाना है ।”

(विश्वजीत सिंह पुरावत)
वित्तीय सलाहकार
सार्वजनिक निर्माण विभाग,
राजस्थान जयपुर

क्रमांक:— एफ2(अनु0—14/आ.जा.दल/डी—

दिनांक:—

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रस्तुत है :-

1. निजी सचिव, अतिरिक्त मुख्य सचिव, सा.नि.वि., राजस्थान जयपुर ।
2. निजी सचिव, मुख्य अभियन्ता एवं अतिरिक्त सचिव, सा.नि.वि., राजस्थान जयपुर ।
3. समस्त मुख्य अभियन्ता/अतिरिक्त मुख्य अभियन्ता/अधीक्षण अभियन्ता/अधिशाषी अभियन्ता, सार्वजनिक निर्माण विभाग ।
4. निजी सचिव, वित्तीय सलाहकार, राजस्थान जयपुर ।
5. अधिशाषी अभियन्ता (मु0) सा.नि.वि., राजस्थान जयपुर ।
6. सम्बन्धित अनुभाग समस्त ।

(विश्वजीत सिंह पुरावत)
वित्तीय सलाहकार
सार्वजनिक निर्माण विभाग,



राजस्थान जयपुर



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

जयपुर, दिनांक : 10-7-25

आदेश

इस विभाग के समसंख्यक आदेश दिनांक 27.06.2024 द्वारा सभी श्रेणियों के संवेदकों की Extent upto which qualified to tender की सीमा में वृद्धि की गयी थी तथा उसी के अनुरूप Registration fees and security deposit में भी वृद्धि की गयी थी।

उक्त आदेश में आंशिक संशोधन करते हुए यह बढी हुई सिक्क्यूरिटी डिपोजिट राशि विद्यमान पंजीकृत संवेदकों से नहीं ली जाकर आदेश दिनांक 27.06.2024 के पश्चात् नये पंजीयन करवाने वाले संवेदकों और विद्यमान संवेदक जिन्होंने उच्च श्रेणी में अपग्रेडेशन (यथा डी से सी श्रेणी में) करवाया है, उन्हीं संवेदकों से ही ली जावेगी।

(जयसिंह जैन)

शासन सचिव, वित्त (बजट)

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

1. अति.मुख्य सचिव/प्रमुख सचिव, माननीय राज्यपाल/माननीय मुख्यमंत्री महोदय, राजस्थान।
2. समस्त विशिष्ट सहायक/निजी सचिव, समस्त मंत्रीगण/राज्य मंत्रीगण।
3. वरिष्ठ उप सचिव, मुख्य सचिव, राजस्थान।
4. निजी सचिव, समस्त अति. मुख्य सचिव/ प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
5. प्रधान महालेखाकार, राजस्थान, जयपुर।
6. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
7. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर।
8. मुख्य अभियंता एवं अतिरिक्त सचिव/मुख्य अभियंता, समस्त निर्माण विभाग राजस्थान।
9. वित्तीय सलाहकार, समस्त निर्माण विभाग राजस्थान।
10. कोषाधिकारी समस्त।
11. कार्मिक एवं प्रशासनिक सुधार विभाग(कोडीफिकेशन) अतिरिक्त प्रति सहित।
12. तकनीकी निदेशक, वित्त विभाग को भेजकर लेख है कि वित्त (समन्वय) विभाग के आदेश संख्या प. 17 (1) वित्त (समन्वय)/04 दिनांक 22.6.2004 के क्रम में इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।

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

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

संयुक्त शासन सचिव

(PWF&AR - 106/2025)

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

जयपुर, दिनांक : 30-06-2025


आदेश

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

इस विभाग के समसंख्यक आदेश दिनांक 27.06.2024 के द्वारा लोक निर्माण वित्तीय एवं लेखा नियमों के भाग-II के परिशिष्ट-XVI में संशोधन किये गये थे। उक्त आदेश के बिन्दु संख्या 18 में शिथिलन प्रदान कर आदेश दिनांक 24.03.2025 के द्वारा वर्तमान में पंजीकृत संवेदकों से बढ़ी हुई सिक्युरिटी डिपोजिट की अन्तर राशि जमा कराने की अंतिम दिनांक 30.06.2025 निर्धारित की गयी थी।

इस संबंध में बढ़ी हुई सिक्युरिटी डिपोजिट की अन्तर राशि जमा कराने की अवधि को दिनांक 30.09.2025 तक बढ़ाया जाता है।

यह सक्षम स्तर से अनुमोदित है।


(हरीश लड्डा)
संयुक्त शासन सचिव

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

1. अति-मुख्य सचिव/प्रमुख सचिव, माननीय राज्यपाल/माननीय मुख्यमंत्री महोदय, राजस्थान।
2. समस्त विशिष्ट सहायक/निजी सचिव, समस्त मंत्रीगण/राज्य मंत्रीगण।
3. वरिष्ठ उप सचिव, मुख्य सचिव, राजस्थान।
4. निजी सचिव, समस्त अति-मुख्य सचिव/प्रमुख शासन सचिव/शासन सचिव/विशिष्ट शासन सचिव।
5. प्रधान महालेखाकार, राजस्थान, जयपुर।
6. समस्त विभागाध्यक्ष/जिला कलक्टर/सभागीय आयुक्त।
7. निदेशक, कोष एवं लेखा विभाग, राजस्थान, जयपुर।
8. मुख्य अभियंता एवं अतिरिक्त सचिव/मुख्य अभियंता, समस्त निर्माण विभाग राजस्थान।
9. वित्तीय सलाहकार, समस्त निर्माण विभाग राजस्थान।
10. कोषाधिकारी समस्त।
11. कार्मिक एवं प्रशासनिक सुधार विभाग(कोडीफिकेशन) अतिरिक्त प्रति सहित।
12. तकनीकी निदेशक, वित्त विभाग को भेजकर लेख है कि वित्त (समन्वय) विभाग के आदेश संख्या प. 17 (1) वित्त (समन्वय)/04 दिनांक 22.6.2004 के क्रम में इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावें।

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

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


मुख्य लेखाधिकारी

(PWF&AR -104/2025)

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 सरकार
वित्त (वित्तीय नियम) विभाग

क्रमांक :प.4(9)वित्त/साविलेनि/2026

जयपुर, दिनांक: 23.03.2026

परिपत्र

विषय :-IFMS 3.0 पर BOQ में GST घटक पृथक् से प्रदर्शित करने के संबंध में।


लोक निर्माण वित्तीय एवं लेखा नियम भाग- II के परिशिष्ट-XIII (SoP) के आइटम 32 के अनुसार बी.एस.आर. तैयार करने की शक्तियां संबंधित निर्माण विभाग के मुख्य अभियंता में निहित हैं।

वित्त विभाग को सार्वजनिक निर्माण विभाग से BOQ में GST घटक पृथक् से प्रदर्शित करने के अनुरूप IFMS 3.0 में प्रावधान किये जाने संबंधी प्रस्ताव प्राप्त हुआ है, जिसके क्रम में सभी निर्माण विभागों से विचार-विमर्श पश्चात् IFMS 3.0 पर BOQ exclusive GST का प्रावधान उपलब्ध कराये जाने के संबंध में सभी निर्माण विभागों को निम्नांकित दिशा-निर्देश जारी किये जाते हैं :-

1. IFMS 3.0 पर BOQ exclusive of GST का प्रावधान दिनांक 01.04.2026 से लागू होंगे।
2. दिनांक 01.04.2026 के पूर्व BSR (कर सहित) आधार पर की जा चुकी निविदा प्रक्रियाओं एवं पूर्व में चल रहे कार्यों में deviation आदि के आंकलन हेतु वर्तमान बी.एस.आर. भी WAM पर उपलब्ध रखी जावेगी।
3. सभी निर्माण विभाग BSR GST रहित तैयार कर IFMS 3.0 पर अपलोड कर दिनांक 01.04.2026 से BSR GST रहित ही BOQ (Bill of Quantity) जनरेट किया जाना सुनिश्चित करेंगे।
4. निर्माण विभाग BSR कर रहित के अनुसार डिटेल एस्टीमेट बनाने की प्रक्रिया शुरू करने पर Sanction ID जनरेट करते समय उसमें GST

की राशि तत्समय लागू दर से सम्मिलित किये जाने का प्रावधान रखेंगे।

5. विभाग बिल बनाते समय भुगतान योग्य सकल राशि की गणना कर नियमानुसार GST राशि अलग से जोड़े जाने का प्रावधान रखेंगे।
6. उपरोक्त प्रक्रिया में निर्माण विभागों को किसी प्रकार की कठिनाई आने पर इस संबंध में कार्यालय अतिरिक्त निदेशक एवं पदेन परियोजना निदेशक (आईएफएमएस) से सम्पर्क किया जा सकता है।


16/03/26
(राजन विशाल)

शासन सचिव, वित्त (बजट)

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

1. अति.मुख्य सचिव/प्रमुख सचिव, माननीय राज्यपाल/माननीय मुख्यमंत्री महोदय, राजस्थान।
2. समस्त विशिष्ट सहायक/निजी सचिव, समस्त मंत्रीगण/राज्य मंत्रीगण।
3. वरिष्ठ उप सचिव, मुख्य सचिव, राजस्थान।
4. निजी सचिव, समस्त अति. मुख्य सचिव/प्रमुख शासन सचिव/ शासन सचिव/विशिष्ट शासन सचिव।
5. प्रधान महालेखाकार (लेखा एवं हक/सिविल लेखा परीक्षा/वाणिज्यिक एवं प्राप्ति लेखा परीक्षा), राजस्थान, जयपुर।
6. निदेशक, वित्त (बजट) राजस्थान, जयपुर।
7. संयुक्त शासन सचिव, वित्त (व्यय 1, 2, 3, 4 एवं 5) विभाग।
8. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
9. निदेशक एवं पदेन संयुक्त शासन सचिव, कोष एवं लेखा विभाग, राजस्थान, जयपुर।
10. मुख्य अभियंता एवं अतिरिक्त सचिव/मुख्य अभियंता, समस्त निर्माण विभाग राजस्थान।
11. वित्तीय सलाहकार, समस्त निर्माण विभाग राजस्थान।
12. कोषाधिकारी/उप-कोषाधिकारी समस्त।
13. राज्य सूचना विज्ञान अधिकारी, एनआईसी, सचिवालय, जयपुर।
14. वरिष्ठ निदेशक (आई.टी.) एन.आई.सी. (ट्रेजरी) वित्त भवन, जयपुर।
15. तकनीकी निदेशक (आई.टी.), एनआईसी (वॉम) वित्त भवन, जयपुर।
16. कार्मिक एवं प्रशासनिक सुधार विभाग(कोडीफिकेशन) अतिरिक्त प्रति सहित।
17. तकनीकी निदेशक, वित्त विभाग को भेजकर लेख है कि इस परिपत्र को वित्त विभाग की वेबसाइट पर प्रकाशित करवाने की व्यवस्था करावे।

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

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


संयुक्त शासन सचिव

(PWF&AR-114/2026)

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

क्रमांक: F/SE(IT)/ PWD/IFMS 3.0

Dated: /04 /2026

Office Order

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

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

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

All concerned officers shall ensure strict compliance with these instructions.

This order shall come into force with immediate effect.

(Mookesh Bhati)

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

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

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

RajKaj Ref No.:
21589477

M e-Sign

