



जयनारायण व्यास विश्वविद्यालय, जोधपुर
(भवन निर्माण अनुभाग)

क्रमांक: जनावि/भनिक/2026-27/1140

दिनांक: 25/5/26

ई-निविदा सूचना : 7 / 2026-27

विश्वविद्यालय के विभिन्न संकाय/कार्यालय/परिसर/कमला नेहरू महाविद्यालय, एवं अन्य में नवीनीकरण, मरम्मत, बिजली एवं अन्य विविध कार्यों हेतु इच्छुक निविदादाताओं से निर्धारित प्रपत्र में ई-निविदाएँ दिनांक 08.06.2026 समय 01:00 पी.एम. तक आमंत्रित की जाती है, कार्यों की विस्तृत जानकारी एवं शर्तें इत्यादि वेबसाइट <http://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> पर देखी व डाउनलोड की जा सकती है।

UBN Nos.

विश्वविद्यालय अभियंता
UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Raj.)



जयनारायण व्यास विश्वविद्यालय, जोधपुर
(भवन निर्माण अनुभाग)

क्रमांक: जनावि/भनिक/2026-27/1140

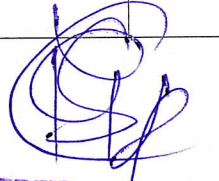
दिनांक: 25/5/26

ई-निविदा सूचना : 7/2026-27


जयनारायण व्यास विश्वविद्यालय के कुलसचिव महोदय की ओर से विश्वविद्यालय के विभिन्न संकाय/कार्यालय/परिसर/कमला नेहरू महाविद्यालय, एवं अन्य में नवीनीकरण, मरम्मत, बिजली एवं अन्य विविध कार्यों हेतु विश्वविद्यालय में उपर्युक्त श्रेणी में पंजीकृत संवेदकों से एवं राज्य सरकार/केन्द्र सरकार के अधिकृत सगठनों/केन्द्रीय लोक निर्माण/झाक एवं दूरसंचार विभाग, रेल्वे इत्यादि में पंजीकृत संवेदकों जो कि राजस्थान सरकार के सिविल कार्यों हेतु एए एवं ए श्रेणी के संवेदकों के समकक्ष हो तथा विधुत कार्यों के लिए E-xy-I श्रेणी के संवेदकों के समकक्ष हो, से निर्धारित प्रपत्र में मोहरबंद निविदाए द्वि-लिफाफा (तकनीकी बिड एवं वित्तीय बिड) पद्धति प्रक्रिया द्वारा आमंत्रित की जाती है जो निम्नलिखित दिनांक अनुसार डाउनलोड तथा खोली जायगी। भविष्य में निविदाओं में संशोधन होने पर उपरोक्त वेबसाईटो पर ही प्रेषित किया जावेगा।

—:: निविदा का विवरण ::—

क्र.स.	कार्य/पैकेज का नाम व स्थान	अनुमानित लागत (लाखों में)	कार्य पूर्ण करने की अवधि	निविदा शुल्क (रु.)	धरोहर राशि (रु.)	प्रोसेसिंग शुल्क (रु.)
1	जय नारायण व्यास विश्वविद्यालय के प्रबंधन संकाय CR1 – CR2 में कम्प्यूटर टेबले व कुर्सीयां की आपूर्ति	11.75	2 माह	1000/-	23500/-	500/-
2	जय नारायण व्यास विश्वविद्यालय के बैंक ऑफ बड़ौदा विश्वविद्यालय परिसर में मरम्मत/नवीनीकरण का कार्य	10.03	2 माह	1000/-	20060/-	500/-
3	जय नारायण व्यास विश्वविद्यालय के बैंक ऑफ बड़ौदा पुराना परिसर में मरम्मत/नवीनीकरण का कार्य	2.48	2 माह	1000/-	4960/-	500/-
4	भवन निर्माण अनुभाग में पाईप लाईन/सेनेट्री/हार्डवेयर सामानों की आपूर्ति	5.00	1 माह	1000/-	10000/-	500/-


UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Raj.)

5	भवन निर्माण अनुभाग में विधुत संबंधित सामानों की आपूर्ति	5.00	1 माह	1000/-	10000/-	500/-
6	वार्षिक अनुबंध के आधार पर वित्तिय वर्ष 2026-27 में विश्वविद्यालय के समस्त परिसरों में जेसीबी, ट्रेक्टर टोली, ट्रेक्टर मय कराली द्वारा सफाई इत्यादि का कार्य	15.00	8 माह	1000/-	30000/-	500/-
7	वार्षिक अनुबंध के आधार पर वित्तिय वर्ष 2026-27 में विश्वविद्यालय में ए.सी. रिपेयरिंग सर्विसिंग व पंखे रिपेयरिंग इत्यादि का कार्य	7.00	8 माह	1000/-	14000/-	500/-
8	वार्षिक अनुबंध के आधार पर वित्तिय वर्ष 2026-27 में जय नारायण व्यास विश्वविद्यालय के विभिन्न संकाय में विधुत मरम्मत का कार्य	15.00	8 माह	1000/-	20000/-	500/-
9	वार्षिक अनुबंध के आधार पर वित्तिय वर्ष 2026-27 में नया परिसर विश्वविद्यालय में सिविल मरम्मत/नवीनीकरण का कार्य	15.00	8 माह	1000/-	30000/-	500/-
10	वार्षिक अनुबंध के आधार पर वित्तिय वर्ष 2026-27 में पुराना परिसर विश्वविद्यालय में सिविल मरम्मत/नवीनीकरण का कार्य	15.00	8 माह	1000/-	30000/-	500/-
11	विधि संकाय पुराना परिसर में छात्र एवं छात्राओं के टॉयलेट का मरम्मत/नवीनीकरण का कार्य	40.00	8 माह	1000/-	80000/-	500/-
12	जय नारायण व्यास विश्वविद्यालय के उद्यमिता और व्यवसाय प्रबंधन केन्द्र में मरम्मत/नवीनीकरण का कार्य	4.50	2 माह	1000/-	9000/-	500/-
13	जय नारायण व्यास विश्वविद्यालय के समस्त परिसर जय नारायण व्यास विश्वविद्यालय में विलायती बबूल (जुली फ्लोरा) एवं टुटे हुये पेड़ के तने, लकड़ी इत्यादि को हटाने का कार्य	2.00	4 माह	1000/-	14000/-	500/-
14	वार्षिक अनुबंध के आधार पर वित्तिय वर्ष 2025-26 में विश्वविद्यालय के IV टाईप आवासीय भवनों का सिविल मरम्मत/नवीनीकरण का कार्य	30.00	8 माह	1000/-	60000/-	500/-


UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Bal.)

15	वार्षिक अनुबंध के आधार पर वित्तीय वर्ष 2026-27 में विश्वविद्यालय के III टाईप आवासीय भवनों का सिविल मरम्मत/नवीनीकरण का कार्य	30.00	8 माह	1000/-	60000/-	500/-
16	वार्षिक अनुबंध के आधार पर वित्तीय वर्ष 2026-27 में विश्वविद्यालय के II टाईप आवासीय भवनों का सिविल मरम्मत/नवीनीकरण का कार्य	30.00	8 माह	1000/-	60000/-	500/-
17	वार्षिक अनुबंध के आधार पर वित्तीय वर्ष 2026-27 में जय नारायण व्यास विश्वविद्यालय के विभिन्न आवासों में विद्युत मरम्मत का कार्य	7.00	8 माह	1000/-	20000/-	500/-
18	जय नारायण व्यास विश्वविद्यालय के जसवंत हॉल में मरम्मत/नवीनीकरण का कार्य	47.20	6 माह	1000/-	94400/-	500/-
19	जय नारायण व्यास विश्वविद्यालय के जसवंत हॉल में विद्युत मरम्मत का कार्य	8.00	6 माह	1000/-	16000/-	500/-

निविदा बिक्री एवं प्राप्ति कार्यालय का नाम :-

भवन निर्माण अनुभाग, केन्द्रीय कार्यालय, जयनारायण व्यास विश्वविद्यालय, रेजीडेन्सी रोड़, जोधपुर।

ई-निविदा संबंधित जानकारी वेबसाईट <http://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> पर देखी जा सकती है। इच्छुक संवेदकों को अपने डिजिटल हस्ताक्षर के माध्यम से वेबसाईट पर <http://eproc.rajasthan.gov.in> पर रजिस्टर्ड होना आवश्यक है। इन निविदा में भाग लेने वाले संवेदक निविदा को इलेक्ट्रॉनिक फारमेट में वेबसाईट <http://eproc.rajasthan.gov.in> पर जमा करावें।

- वित्त (वित्तीय नियम) विभाग, राजस्थान सरकार, जयपुर के आदेश संख्या प.6 (2) वित्त/साविलेनि/2018 दिनांक 27.06.2024 के अनुसार निविदा हेतु संवेदक की पात्रता श्रेणी निम्नानुसार रहगी:-

(I) निविदा हेतु पात्र संवेदकों की श्रेणी सिविल कार्यों हेतु :-

क्र.सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी
1	किसी भी सीमा तक	AA श्रेणी संवेदक
2	रूपये 10-00 करोड़ तक	A श्रेणी संवेदक
3	रूपये 5-00 करोड़ तक	B श्रेणी संवेदक
4	रूपये 1-50 करोड़ तक	C श्रेणी संवेदक
5	रूपये 30लाख तक	D श्रेणी संवेदक

UNIVERSITY ENGINEER
BUILDING CBEL
Jai Narain Vyas University
JODHPUR (Raj)

(II) निविदा हेतु पात्र संवेदकों की श्रेणी फर्नीचर एवं जोईनरी कार्यों हेतु :-

क्र.सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी
1	किसी भी सीमा तक	F-I श्रेणी संवेदक
2	रुपये 15.00 लाख तक	F-II श्रेणी संवेदक
3	रुपये 7.50 लाख तक	F-III श्रेणी संवेदक
4	रुपये 3.00 लाख तक	F-IV श्रेणी संवेदक

(III) निविदा हेतु पात्र संवेदकों की श्रेणी विद्युत कार्यों हेतु :-

क्र.सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी
1	किसी भी सीमा तक	E-xy-I श्रेणी संवेदक
2	रुपये 50.00 लाख तक	E-xy-II श्रेणी संवेदक
3	रुपये 20.00 लाख तक	E-xy-III श्रेणी संवेदक
4	रुपये 7.50 लाख तक	E-xy-IV श्रेणी संवेदक

(IV) निविदा हेतु पात्र संवेदकों की श्रेणी सेनेट्री, पाईप फिटिंग एवं प्लम्बिंग कार्यों हेतु :-

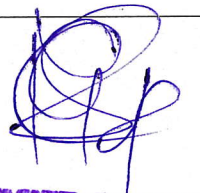
क्र.सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी
1	किसी भी सीमा तक	S-I श्रेणी संवेदक
2	रुपये 15.00 लाख तक	S-II श्रेणी संवेदक
3	रुपये 7.50 लाख तक	S-III श्रेणी संवेदक
4	रुपये 3.00 लाख तक	S-IV श्रेणी संवेदक

(V) निविदा हेतु पात्र संवेदकों की श्रेणी पेन्टिंग कार्यों हेतु :-

क्र.सं.	अनुमानित लागत	पात्र ठेकेदार की श्रेणी
1	किसी भी सीमा तक	P-I श्रेणी संवेदक
2	रुपये 15.00 लाख तक	P-II श्रेणी संवेदक
3	रुपये 7.50 लाख तक	P-III श्रेणी संवेदक
4	रुपये 3.00 लाख तक	P-IV श्रेणी संवेदक

2. निविदा प्रपत्रों हेतु आवेदन/डाउनलोड और जमा कराने की अवधि निम्नानुसार है:-

निविदा का कार्य	:	क्र.सं. 1 से 19 में वर्णितानुसार
निविदा आवेदन डाउनलोड करने की अवधि	:	27.05.2026 सायं 05:00 बजे से 08.06.2026 दोपहर 01:00 बजे तक
मूल दस्तावेज भौतिक रूप से डीडी जमा कराने की अवधि	:	08.06.2026 दोपहर 02:00 बजे तक
तकनीकी निविदा खोलने की दिनांक	:	08.06.2026 दोपहर 03:00 बजे
वित्तीय निविदा खोलने की अवधि	:	तकनीकी बिड के निर्धारित मानकों के अनुरूप पाये जाने पर ही वित्तीय बिड खोली जावेगी।



**UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (RAJ.)**

3. (अ) निविदा प्रपत्र इलेक्ट्रानिक फॉरमेट में वेबसाईट <http://eproc.rajasthan.gov.in> पर उपरोक्त अवधि तक जमा कराये जा सकते हैं एवं प्राप्त अवधि तक तकनीकी निविदा, इलेक्ट्रानिक फॉरमेट में वेबसाईट <http://eproc.rajasthan.gov.in> पर संबंधित कार्यालय में उपरोक्त वर्णित दिनांक पर खोली जाएगी यदि किसी कारणवश उस दिन अवकाश रहता है तो अगले दिन उसी समय व उसी स्थान पर निविदा खोली जायेगी।
(ब) निविदादाता द्वारा निविदा शुल्क इत्यादि डिमांडड्राफ्ट भवन निर्माण अनुभाग, जयनारायण व्यास विश्वविद्यालय कार्यालय में उपरोक्त वर्णित दिनांक तक जमा कराना आवश्यक है।
(स) निविदा जमा करवाने के बाद निविदा की समस्त प्रक्रिया ऑनलाईन होगी।
(द) निविदा खोलने की तिथि को किसी कारणवश यदि सारी निविदाएं नहीं खोली जा सकती है तो उसके अगले कार्य दिवस शेष निविदाएं खोलने कार्य जारी रखा जायेगा।
(य) भवन निर्माण कार्य, निविदा की तकनीकी बिड निर्धारित तिथि को खोली जाएगी। तकनीकी आंकलन में सफल निविदादाताओं की वित्तीय बिड खोलने की सूचना निविदादाताओं को ई-मेल से दी जाएगी।
4. निविदा के तकनीकी बिड व वित्तीय बिड को पृथक-पृथक लिफाफो में सील बंद करके बड़े लिफाफे में दोनों लिफाफों को सील करके प्रस्तुत की जायेगी। जिसके उपर कार्य का नाम व निविदादाता का नाम, पता व सम्पर्क नम्बर लिखा जायेगा।
5. निविदादाता को निविदा की शर्तों एवं प्रपत्रों के प्रत्येक पृष्ठों पर हस्ताक्षर करने होंगे।
6. तकनीकी बिड के साथ संलग्न किये जाने वाले सभी दस्तावेज पूर्ण रूप से मांग के अनुसार होने चाहिए। किसी प्रकार से अपूर्ण दस्तावेजात् होने पर उस निविदा पर विचार नहीं किया जायेगा। दस्तावेजात् देने के लिए अतिरिक्त समय किसी भी हालत में देय नहीं होगा।
7. विश्वविद्यालय सफल बोली स्वीकार करने के लिए बाध्य नहीं है और कोई कारण बताए बिना किसी भी स्तर पर एक या सभी बोलियों को अस्वीकार कर सकते हैं, तथा सफल निविदादाता की निविदा को किसी भी स्तर पर निरस्त करने का पूर्ण अधिकार विश्वविद्यालय का ही होगा तथा सफल निविदादाता को किसी भी स्तर पर वैधानिक/कानूनी/प्रशासनिक कार्यवाही विश्वविद्यालय के विरुद्ध करने का अधिकार नहीं होगा।
8. सशर्त निविदाएं, बिलम्ब से प्राप्त निविदा स्वीकार योग्य नहीं होगी।
9. किसी शर्त का उल्लंघन होने एवं कार्य संतोषजनक नहीं होने पर विश्वविद्यालय द्वारा किसी भी समय निविदा निरस्त कर अमानत राशि जप्त कर ली जावेगी जिसका निविदादाता स्वयं जिम्मेदार होगा।
10. कार्य करने हेतु कार्य स्थल उपलब्ध है।
11. कार्यों के सम्मुख उपरोक्तानुसार वर्णित कार्यालय में संवेदक द्वारा किसी भी कार्य दिवस में 11:00 बजे पूर्वान्ह से 5:00 बजे अपरान्ह निविदा प्रपत्र को देखा जा सकता है अथवा वेबसाईट <http://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in> भी देखा जा सकता है। निविदा प्रपत्रों में निविदाकर्ता के लिए योग्यता सूचना तथा निविदाकर्ता की

पात्रता, स्पेसिफिकेशन, विभिन्न कार्यों की मात्रा एवं दरों का विवरण, नियम, शर्तें एवं अन्य विवरण वर्णित है।

12. निविदा खोलने की दिनांक से 90 दिवसों तक निविदा स्वीकृति हेतु मान्य (Open) रहेगी। यदि निविदाकर्ता उस अवधि में अपनी निविदा अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी निविदा वापस ले लेता है तो उसकी धरोहर राशि जब्त कर ली जायेगी।
13. यदि संवेदक का नजदीकी रिश्तेदार (प्रथम रक्त सम्बंधी व उनके पति/पत्नि) कार्य से सम्बंधित वृत्त अथवा अधीनस्थ कार्यालय में खण्डीय लेखाकार अथवा सहायक अभियंता से लेकर अधीक्षण अभियंता स्तर का किसी भी स्तर पर पदस्थापित होतो उसके कार्य पर नियुक्त करने पर प्रतिबन्ध रहेगा।
14. राज्य सरकार में किसी भी अभियांत्रिकी विभाग में किसी भी इंजीनियर अथवा इंजीनियरिंग या प्रशासनिक कार्य पर नियुक्त राजपत्रित अधिकारी राज्य सरकार की अनुमति के बिना सेवानिवृत्ति के 2 वर्ष तक संवेदक अथवा उसे कर्मचारी के रूप में कार्य नहीं कर सकेंगे। यदि संवेदक अथवा उसके कर्मचारियों में कोई ऐसा व्यक्ति जिसने राज्य सरकार को उक्त लिखित अनुमति निविदा जमा कराने से पहले अथवा संवेदक के यहाँ सेवाएँ लेने से पहले अनुमति नहीं ली है तो अनुबन्ध रद्द किया जा सकेगा।
15. निविदादाता इन प्रपत्रों को Download कर सकते हैं। निविदादाता द्वारा निविदा शुल्क डिमांड ड्राफ्ट के रूप में सम्बंधित कार्यालय में निर्धारित तिथि तक जमा कराना आवश्यक है।
16. किसी निविदा को स्वीकार करनेएवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है। आर.पी.डब्ल्यू.ए-100 की समस्त शर्तें मान्य होगी।
17. निविदा शुल्क निम्नानुसार निर्धारित है:

कार्य की अनुमानित राशि (लाखों में)	निविदा शुल्क
150 लाख तक	1000 /- रुपये
150 लाख से 500 लाख तक	2000 /- रुपये
500 लाख से उपर	5000 /- रूपय

18. वित्त (जीएण्डटी) विभाग के आदेश संख्या F.8(10)FD/SPFC/Misc/2022 dated 27.01.2023 के अनुसार प्रोसेसिंग फीस की राशि निविदा शुल्क के अतिरिक्त देनी होगी जो डिमाण्ड ड्राफ्ट के रूप में देय हागी। यह डिमाण्ड ड्राफ्ट मैनेजिंग डायरेक्टर, आर.आई.एस.एल. के पक्ष में व जयपुर में भगतान योग्य होना चाहिए।
19. वस्तु एवं सेवाकर (GST) दिनांक 01.07.2017 से प्रभावी होने के कारण निविदादाताओं (Bidders) का नियमानुसार GST में पंजीयन कराया जाना अनिवार्य है, जिसकी प्रतिनिविदा प्रपत्रों के साथ E-proc पर अपलोड किया जाना अनिवार्य है।
20. धरोहर राशि का सम्पहरण-बयाना राशि पर निम्नांकित मामलो मे समपृहत (जब्त) किया जायगा।

UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Raj.)

(अ)जब निविदादाता निविदा खोलने के पश्चात किन्तु निविदा को स्वीकार करने के पहले प्रस्ताव को वापस ले लेता है अथवा उसमें उपान्तरण करता है।

(ब)जब निविदादाता प्रदायनी हेतु आदेश देने के पश्चात प्रतिभूति राशि जमा नहीं करता है।

(स)जब निविदादाता विनिर्दिष्ट समय के भीतर विहित किसी करार को निष्पादित नहीं करता है।

21. प्रतिभूति निक्षेप (Security deposit) का समपहरण प्रतिभूति राशि का पूर्ण अथवा आंशिक रूप से निम्न मामलों में समपहरित (forefeite) किया जावेगा।

(अ)जब निविदा की शर्तों का उल्लंघन किया गया।

(ब)जब निविदादाता सम्पूर्ण सप्लाई मांग अनुसार संतोष जनक तरीके से करने में असफल रहा हो।

(स)प्रतिभूति राशि, निक्षेप को सम्पहृत करने की मामले में युक्तियुक्त समय पूर्व नोटिस दिया जायेगा तथा कुलसचिव का निर्णय अंतिम होगा।

22. संवेदकको विश्वविद्यालय के नियंत्रण एवं निर्देशानुसार कार्य करना होगा। निविदा में वर्णित शर्तों के अतिरिक्त निविदादाता द्वारा दी गई कोई भी शर्त मान्य नहीं होगी।

23. असफल निविदादाताओं की धरोहर राशि का भगतान निविदा को अंतिम रूप से स्वीकार करने के पश्चात किया जायेगा। प्रतिभूति निक्षेप (Security deposit) का प्रतिदाय (Refund) सम्पूर्ण निविदा के संतोषप्रद पूर्ण होने के उपरान्त किया जायगा।

24. कार्य पूर्ण करने की अवधि में मानसून अवधि सम्मिलित है।

25. कार्य का दोष निवारण एवं उनके सुधार (डिफेक्ट लाइबिलिटी पीरियड) की अवधि राज्य सरकार/जय नारायण व्यास विश्वविद्यालय, जोधपुर के नियमानुसार होगी।

26. Performance Security के लिए आरटीपीपी नियम, 2013 एवं वित्त विभाग द्वारा जारी नवीनतम नोटिफिकेशन के अनुसार निविदादाता को उसमें लिखित समस्त शर्तों की पालना करनी होगी।

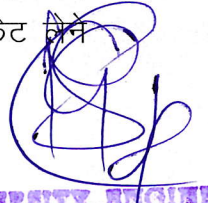
27. अनबेलेस बिड की स्थिति में Additional Performance Security के लिए वित्त विभाग द्वारा दिनांक 22.10.2021 को जारी नवीनतम नोटिफिकेशन के अनुसार निविदादाता को उसमें लिखित समस्त शर्तों की पालना करनी होगी।

28. उक्त निविदा पर पी.डब्ल्यू. एफ. एण्ड ए.आर. एवं आर.टी.पी.पी. नियम, 2013 लागू होंगे।

29. निविदादाता हेतु निर्देश :-

(1) इस निविदा में दिलचस्पी लेने वाले निविदादाता निविदा प्रपत्रों का इन्टरनेट साइट <http://eproc.rajasthan.gov.in> से डाउनलोड कर सकते हैं।

(2) निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट साइट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑन लाईन निविदा में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेशन टेक्नॉलाजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयगा। निविदादाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदादाताओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।


UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Raj.)

(3) निविदादाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा। जिसके प्रस्ताव डिजिटल साइन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव अकेले भौतिक फार्म में स्वीकार्य नहीं होगा।

(4) ऑन लाइन निविदा निर्धारित दिनांक एवं समय पर उपरोक्त क्रम संख्या 2 के अनुसार खोली जाएगी।

(5) इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे की निविदा प्रपत्रों से संबंधित दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।

(6) कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।

(7) टेंडर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाइन दर्ज करे।

कार्यानुभव प्रमाणपत्र में निष्पादित की गई मात्राओं को वित्तीय वर्षवार आन लाइन दर्ज करे।

(8) संवेदक निविदा के साथ अपलोड की गई मूल टेंडर फीस, टेंडर प्रोसेसिंग फीस, धरोहर राशि एवं इसी निविदा से संबंधित मूल शपथपत्र इत्यादि भौतिक रूप में निर्धारित समयावधि में जमा कराना अनिवार्य है।

(9) प्रोसेसिंग शुल्क प्रत्येक निविदा के लिए डी.डी. एम.डी.आर.आई.एस.एल. जयपुर के नाम देय होगी तथा निविदा शुल्क का डी.डी. एवं धरोहर राशि का डी.डी. कुलसचिव, जयनारायण व्यास विश्वविद्यालय, जोधपुर (Registrar, Jai Narain Vyas University, Jodhpur) के नाम से ही जमा की जायेगी।

UNIVERSITY ENG.
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Raj.)

दिनांक: 27/12/26

क्रमांक: जनावि/भनिअ/2026-27/1140

प्रतिलिपि निम्नांकित को सूचनार्थ हेतु प्रेषित है :-

1. निजी सचिव, कुलपति महोदय, जयनारायण व्यास विश्वविद्यालय, जोधपुर।
2. निजी सहायक, कुलसचिव महोदय, जयनारायण व्यास विश्वविद्यालय, जोधपुर।
3. वित्त नियंत्रक, जयनारायण व्यास विश्वविद्यालय, जोधपुर।
4. मुख्य अभियंता, जयनारायण व्यास विश्वविद्यालय, जोधपुर।
5. प्रभारी अधिकारी, विश्वविद्यालय वेबसाइट इंचार्ज, को भेजकर निवेदन है कि इन निविदाओं को विश्वविद्यालय की वेबसाइट पर अपलोड करवाने की शीघ्र व्यवस्था करावें।
6. नोटिस बोर्ड।
7. रक्षित पत्रावली।

UNIVERSITY ENGINEER
BUILDING CELL
Jai Narain Vyas University
JODHPUR (Raj.)

SPECIAL CONDITIONS OF CONTRACT


1. The work shall include all lead and lift to complete work in all respect.
2. The Contractor shall arrange all men, material and T & P to complete the work well in time.
3. The Contractor at his own cost will arrange Electricity and Water.
4. Any damage occur to the structure shall have to rectified by the Contractor at his own cost under direction of Engineer-in-charge.
5. Work shall carried out as per relevant specification for each item and Indian Standard Specification assigned and specification laid down in national building code for such work.
6. Testing of material required by Engineer-in-charge shall be contractor responsibility at his cost.
7. For mixing of concrete and compacting concrete batch mixer and vibrator shall only be used. The mortar as required for masonry, plaster etc. shall be prepared by means of C.C. mixer only.
8. The contractor shall not work after Sunset and before Sunrise without specific permission of the Authorized Engineer
9. No equipment or personnel will be removed from site without permission of Engineer in charges.
10. 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.
11. If there is any typographical of clerical error or otherwise in the “G-Schedule”, the rates as given in the PWD current BSR for items and its latest corrigendum issued from time to time on which Schedule-G” has been prepared shall be prevail.

12. 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.
13. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.
14. The contractor should arrange the necessary survey and Quality Control Laboratory/Equipment at his own cost with technical personnel at work site laboratory for checking of material and to ensure the work done by him as per specifications. All the required Q.C. Test as per standards shall be conducted by contractor and shall maintain the complete record in prescribed forms as per direction of Engineer in charge.
15. Cement from Mini Cement Plant shall not be allowed, and the brand of cement is to be got approved from the Engineer-in-charge before execution of work. For RCC work only cement of OPC 43 grade shall be allowed.
16. Standard TMT Steel (**TATA, SAIL**) shall be used for reinforcement and it should confirm to the BIS Specifications.
17. Since the printed agreement form of the Govt. Press is not available and agreement form printed from local market is used for agreement purpose for of this work. However in case of any printed mistake or any other error, from the standard agreement form, the rules and conditions amended by Govt. vide No. F-3(109) FD/Exp./III/69 Part Jaipur dated 30-08-1993 and F.-2(I)/ Exp./III/96 dated 12-06-1997 and further amended upto 19-01-2010 by the Govt. from time to time will be applicable in this case issued upto the date of issue of NIT.
18. The Labour engaged by the Contractor for carrying out the work shall be at his own risk and he is bound to protect the interest of labour rights under labour laws and rules prevailing and enforce.
19. The overall cleaning of site and disposal of building rubbish, surplus material etc. is to done by contractor as directed by Engineer-in-charge.
20. Mix Design for Concrete work (Ready Mix /In-situ) would have to be got approved from the Engineer-in-charge before execution of the work. The design shall be arranged by the contractor from authorized institution at his own cost.
21. The Contractor would be allowed to use only new ply shuttering for all RCC works.
22. The Contractor has to submit copies of all the bills of purchase of Cement, Steel etc. required by the Engineer-in-charge

23. Kota Stone / Marble Stone/ Granite Stone/vitrified tiles and other building stones to be used in flooring shall be of specific size as decided by the Engineer-in-charge only and of uniform colour. No extra payment is admissible for use of specific size and of uniform colour. The Sample is to be got approved from Engineer-in-charge before procurement, drawing enclosed with this document are conceptual drawing and modification may be done, by Engineer-in-charge, to match with over all decor and no extra payment shall be paid to contractor on this account.
24. As per site requirement the work will have to be barricaded by 10' to 12' ht. G.I. Sheet as required for work till completion of the work at his own cost.
25. Work of Anti-termite Treatment shall be carried out by Licensed /Approved personals with spray machines
26. Contractor shall be fully responsible for provident funds, insurance etc. for workers engaged by him on the work.
27. The final bill shall be paid after receipt of NOC from mining department.
28. The drawings enclosed with the bid document are the conceptual drawings and modification may be done to suit the client requirements.
29. The Contractor has to submit Rate Analysis of work with tenders.
30. Defect liability period of repairing work reckoned as per requirement of clause (37) of the agreement.
31. Regarding refund of Security Deposit, Modified Agreement Format shall be applicable (As per Annexure).
32. The Contractor is responsible for design of RCC members in above work which includes the submission of General Arrangement drawings for columns, beam etc. with all required soil and other investigations. After approval of GAD he will carry out the detailed design of RCC members from the structural consultant and proof checking from the authorized institutions, in view of design being earth quake resistant. After submitting the design and bar bending schedule of RCC work the approval will be given by the competent authority / Engineer in charge, only there after he will start the work. No Extra payment will be payable for this job. He will also submit working drawings and the work shall be executed only after getting these working drawings approved from Engineer-in-charge. No extra payment towards this item shall be made to him.
33. The contractor shall carry out required soil investigation and will arrange foundation design from the structural/soil consultant and proof checking from the authorized

- institutions in view of design being earth quake resistant. No extra payment towards this shall be paid to contractor.
34. Security Deposit shall be refunded in accordance with the Clause (37) of Agreement. During this period, the contractor shall carry out maintenance and rectifications of defects (if any) of the job at his own cost, failing which it shall be carried out at risk & cost of the contractor and expenditure so incurred shall be recoverable from the contractor.
 35. Contractor has to erect field laboratory as well as site office as approved by engineer in charge at his own cost.
 36. From work shall be got approved from engineer incharge before laying of RCC work.
 37. Amount according to orders No. F1(8)(1) भा.सा.नि./IR/2010-9568 dt. 17.05.2010 issued by Principal Secretary, Labour, Employment & Technical Education (Training), Government of Rajasthan (Copy Enclosed) shall be deducted from contractor's bill as Labour cess.
 38. The contractor shall engage unskilled local labour from Rajasthan state preferably of the d.strict, for the execution of the work.
 39. Before Start of the Any work, orders must be obtained from concerned A.En/ J.En.
 40. The Contractor will be responsible for any happening during electric work or any other work.
 41. Electric work must be done through trained line men/ wire men.

Signature of Contractor
with seal & Address


University Engineer
J.N.V.U. JODHPUR
- 14100210

JAI NARAIN VYAS UNIVERSITY, JODHPUR (BUILDING CELL)

ANNEXURE 'A'

LIST OF MATERIAL TO BE USED STRICTLY

1. Antitermite- As per IS:6313
2. Grit 40mm- Crusher broken
3. Reinforcement for RCC- Tata TMT
4. Cement- J.K. Laxmi, Ambuja, Shree (Only Portland, no Puzzolana based cement will be allowed)
5. Bajri- Binawas
6. Bricks- Kolayat or Beawar
7. Glazed Tiles- Category I- Kajariya, Jhonson, Somani
8. Sanitary wares- Hindustan, Perry Cera, Parshuram
9. Pipe fittings- ISI make
10. GI Pipe- Swastik, Zenithor IS: 1239 mark, BST
11. Sundry fittings- Leader, Neta, Sona, Kingston
12. PVC Tank- Syntex, Ercon or Polycon
13. CI Pipe- IS: 1729 mark
14. A.C. Pipe- Everest, Charminar
15. All other items are as per Gr.I and ISI marked or approved make and as per direction of Engineer-In-Charge.

Annexure

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

Civil Works:-

Defect liability period for Repairing of Building structure and other Civil works shall be reckoned as per requirement of clause (37) of the agreement. Time period shown in clause (37) in agreement for the defects pertaining to Sanitary works, Electrical works, Joinery works & Painting works. Generally, following defects are covered for D.L.P.

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

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

Electrical Works:-

12. The defect liability under DLP for time period shown in clause (37) of the Agreement shall be reckoned by the Engineer-in-charge.

13. The defect shall be in case of non-functioning of the following items:

Internal and External wiring, panels, cables, LT installation from distribution board to end use points, MCBs/DBs, ELCBs, earthing, Switches, sockets, distribution panels, panel switchgears, panel instruments, MCBs, bus bars, cable trenching, Lugs, connecting wire and any other items specified under the contract.

14. Repair and Replacement – The items covered under defect liability period shall be replaced and/or repaired as directed by the Engineer-in-charge.

15. Time period for repair/replacement – The Engineer in charge soon after defect arises shall notify to the contracting agency and/ or his authorized representative on phone and in writing for rectification of the defect within the prescribed period which may be in hours/days depends on the gravity and severity of defect.

16. Consumable Articles – Consumable Articles like tube rods, CFL, Bulbs, HT fuses, Batteries, Gas filling will be replaced by the client department or user department at their own cost and arrangement.

17. Other items:

1. D.G. Set including fitting and fixtures.
2. Lifts and Escalators.
3. Air cooling/Air conditioning/Heating System.
4. Fire fighting system.
5. CCTV, EPABX
6. Security system equipments.
7. Electric Motors Pumps.

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

GENERAL

1. **Inspection of works during Defect Liability Period:**

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

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

2. **Conditions regarding Security Deposit (Clause 37 of Contract agreement.)**

Security for DLP

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

Forfeiture of SD

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

Force Majeure

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

GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)

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

Jaipur, dated: 15.09.2009
Circular No.: 43/2009

ORDER

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

1. The existing Note 1 (d) of Rule 597 of PWF&AR Part-I shall be substituted as under :
“(d) Original works/special repairs works : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as decided by the concerned Administrative Department, whichever is later provided the final bill has been paid.”
2. After the Note 1 (d) as above, a new item (e) shall be added as under :-
“(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.”
3. The existing Clause 37(d) of “Conditions of Contract” in Appendix XI of PWF&AR Part-II shall be substituted as under :-
“(d) Original works/special repairs works : Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.”
4. After the Clause 37 (d) as above, a new item (e) shall be added as under :-
“(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.”

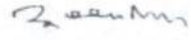
By Order .


(G. D. Gyas)

Officer on Special Duty

Copy forwarded for information and necessary action to the following:

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


Sr.Accounts Officer



Sanjay Singh
IAS
मनोहर कांत
आई.ए.एस.

31/05/2010

54

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) (1) म.सा.नि./IR/210
Dated 17.5.2010

My dear Atul ji,

24/5/10
24/5/10
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.).

GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)

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

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


ORDER

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

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

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

By Order .


(G.D. Vyas)

Officer on Special Duty

Copy forwarded for information and necessary action to the following:

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


Sr.Accounts Officer

GERRULES

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

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

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

(7) Procedure for disposal of appeal

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

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

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

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

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

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

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

Appeal 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.

BUILDING CELL

JAI NARAIN VYAS UNIVERSITY, JODHPUR



AGREEMENT No. OF

Estt. No. Date For Rs.

NAME OF WORK

.....

NAME OF CONTRACTOR

(with Full Address Shri/M/s.

.....

WOR ORDER No. AND DATE

(As approved by Chief Engineer/University Engineer)

JNVU/BC/Jodhpur Letter No. Date

TENDER RATE @ % ABOVE/BELOW ON SCHEDULE 'G'

TENDER AMOUNT Rs. }

DATE OF COMMENCEMENT }

Time allowed for carrying out the work from the date of written order.

STIPULATED DATE OF

COMPLETION month

DATE OF ACTUAL COMPLETION

Date of Payment of Final Bill

UNIVERSITY ENGINEER

AGREEMENT NO.....

Year

.....Circle

Division

Sub-Division

Name of work

Name of contractor

Sanction NoDt.Rs.....

Technical Sanction No.

Job No.

- (a) Stipulated Date of Start of work
- (b) Stipulated Date of Completion of work
- (c) Actual Date of Completion
- Extension applied on & Sanctioned

Vide : C.E./S.E./E.E. No. Dt.201.....

Details of Documents

Page

- (a) Percentage Rate Tender R.P.W.A. 100
(see rule 322 & note 1 below rule 331
- (b) Schedule A to F
- (c) Schedule H
- (d) Schedule G
- (e) Schedule
- (f) General Specification and Condition of Contract
- (g) Contractor's Labour Pegulation
- (h)
- (i)

No.

Date

- Copy forwarded to :
1. The Accountant General, Rajasthan, Jaipur/Chief Accounts Officer.
 2. The Superintending Engineer .
 3. The Divisional Accountant/DivisionalAccounts Officer/Sr.DAO
 4. The Assistant Engineer / JEN
 5. Auditor
 6. Shri Contractor
 7. M/s

Amended up to 23-2-2021

GOVERNMENT OF RAJASTHAN
OFFICE OF THE JAI NARAIN VYAS UNIVERSITY
NOTICE INVITING TENDERS FOR WORKS

1. Tenders are hereby invited on behalf of the Governor of Rajasthan for the works of from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal Telecom, Railway, MES, other State Governments/Central Government Undertakings/ 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 costs exceeds Rs. 1.5 crores.
 - (ii) Contractors equivalent to A Class of Rajasthan. Works of which cost exceeds Rs. 1.5 crores but not exceed Rs. 3.00 crores.
2. Contract document consisting of the detailed plan, complete specifications, the Schedule of the Schedule of the quantitie 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) uptoam/pm (time) on the (date) and will be opened by him in his office atam/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 form the office(s) of the.....(name of the officer(s) on the payment of a sum of Rs..... in cash or by demand draft. The sale of tender forms will start at leastdays 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, 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 officer inviting tender or Demand Draft of Nationalised/Scheduled Banks, should bedeposited 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: 5crores and above, Earnest Money of Rs. 10 Lacs .shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Gurantee (Form RPWA 87) or in cash. Enlisted contractors shall be required to deposit ¼% of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.
7. " The security deposits @ 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 deposits full amount of 10% security deposits 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 woks 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 doses 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. Tenders form 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**

(a) Tenders for which sanctioning authority is Executive Engineer /Superintending Engineer	Divisional Office,
(ii) Tenders for which the sanctioning authority is Additional Chief Engineer/Chief Engineer	Circle Office
(iii) Tenders for which sanctioning authority is Board/State Government	Additional Chief Engineer/ Chief Engineer Office

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

11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of financial bid:

1. For tenders to be accepted by Executive Engineer	20 days
2. For tenders to be accepted by Superintending Engineer	30 days
3. For tenders to be accepted by Additional Chief Engineer	40 days
4. For tenders to be accepted by Chief Engineer	50 days
5. For tenders to be accepted by Adm. Deptt./Board	60 days
6. For tenders to be accepted by finance committee/Board empowered committee/ Empowered Board	70 days

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

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

12. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other discrepancies or which contain over-writing in figures or words or corrections not initiated and dated, will be liable to rejection .
13. Enlisted Contractors, will be required to pay Earnest Money @ ½ % 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.
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.
15. The whole work may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.

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

CONTRACT FOR WORK

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 works, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposits to be deposited by the successful tenders 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 or 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 the 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, on in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer written outside the envelope.
5. The Chief Engineer or other duly authorised Engineer will open 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 specification 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 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 payments within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 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.
15. If on check there are 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 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 the award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated. 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 particulars 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 and other action under agreement .
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue 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 or 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 I in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) General-description of work
- (b) Estimated cost Rs.....
- (c) Earnest Money Rs.@ 2% for enlisted contractors outside their zone and 1/2% within their zone of enlistment
- (d) Security Deposit:
- (i) "The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, like amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earned money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
- (ii) However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills."
- (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) ismonths. Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfil 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 Rsis forward 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 successors in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness
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

CONDITIONS OF CONTRACT

Clause 1 : Security Deposit :

The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum 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 compensations or other sums of money payable, by the the Contractor to Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter, make good in cash or Bank Guarantee or Nationalised/Scheduled bank, as aforesaid, any sum of sums which may have been, deducted from or raised by sale of his Security Deposit or any part thereof.

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

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

The Bank Guarantee shall remain valid upto the specified date unless extended on the 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 holiday, it will be deemed to the 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. There will be matters between the Bank and the Contractor.

Clause 2 : Compensation for delay :

The time allowed or carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Security Deposit. Besides appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the Contractor shall be bound, in all cases in which the time

allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under 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, shall be liable to pay compensation to the Government at every time span as below :-

A.	Time Span of full Stipulated period.	1/4th (.....days)	1/2th (.....days)	3/4th (.....days)	Full (.....days)
B.	Work to be completed in terms of money.	1/8th (Rs.....)	3/8th (Rs.....)	3/4th (Rs.....)	Full (Rs.....)
C.	Compensation payable by the contractor for delay attributable to the contractor at the stage :	2.5% of Scheduled work remained unexecuted on the last day of (1/4) time span	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled work remained unexecuted on the last day of (3/4) time span	10% of Scheduled work remained unexecuted on the last day of contracted full period.

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 and escalation. Following illustration 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 government) + 5 days (attributable to contractor) + 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).
 The normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as 2.5 15/30 1.25" over 30 days without any escalation by competent authority.

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

In case the delay in execution of work is attributable to the contractor, the 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.

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

Clause 3 : Risk & Cost Clause :

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

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirement 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 of he has already, failed to complete the work by that date.
- (ii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the, company shall be wound-up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,
- (iii) If the Contractor 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 Government of Rajasthan shall have powers
- (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence) upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.
- (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with 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 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 on any other account, whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect 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 exerciseable 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 starting, be exerciseable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the, whole of his Security Deposit/Earnest Money/ Enlistment Security and the liability of the Contractor for past and future compensation shall remain unaffected.

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

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

Clause 5: Extension of Time:

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days of the date of

the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules delegations of powers or other duly authorised Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this Clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 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 Government 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, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realised by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

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

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

Clause 7: Payment of intermediate Certificate to be regarded as advance :

No payments shall be made for works estimated to cost less than rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so 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 very or

affect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7 A: Time Limit for Payment of Final Bill :

The final bill shall be paid within 3 month on presentation by the contractor after issuance of final completion certificate in according with clause 6 of the conditions of contact. 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 month form presentation of final bill or 6 month 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 is shall commence from the date of rectification of the detects. 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, before the expiry of ten days from the presentation of 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 the objection to the Measurement recorded by the department :

Before taking any measurement of any work as have been referred to the 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 measurement after such notice or fails to sign or to record the difference within a week from the date of measurement in the in the manner required by the Engineer in-charge than in any such event, the measurements taken by the Engineer-in-charge or by the subordinates deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Clause 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 the tender, at the rates hereinafter provided for such work .

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

Payments due to the Contractor may if so desired by him, be made to his bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive Payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the bank . While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, whenever possible, present his bill duly receipted and discharged through his banker. Nothing, herein contained, shall operate to create in favour of the Bank any right 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 in memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores ; so supplied at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the

Performance Guarantee and/or Security Deposit or the proceeds of sale; if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All material 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 materials, 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 Stores, if by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractor, he shall be paid for, at the price, originally charged excluding storage charges, in case of materials supplied from department 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 licence 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 persons(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be born by the Contractor.

Clause 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 which ever 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 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 expenses, to make or cause to be made copies of specifications and of all such designs, drawings and instruction, as aforesaid. A certificate of executing works as per approved design and specifications etc., shall be given on each Running Account Bill.

The specification 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 substitution for the original

specification, drawings, 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 instruction which may be given to him in writing signed by the Engineer-in-charge and such alterations omissions 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 condition 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 orders.

- (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 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 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 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 the 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 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 carryout 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-clause (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under Clause 12 A.

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

- (a) For building, composed wall, plinth level or 1.2 metres (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 determined 1.2 metres 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 excet lining of drains.
 - (g) Any other items of similar nature which Engineer in-charge may decide relating to foundation.
- The rates of any such work, except the items relating to foundations, which is in excess of the deviation limits shall be determined in accordance with the provisions contained in clause 12 A.

Clause 12 A:

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Engineer-in-charge and the Contractor. This limit shall not be applicable on items relating to foundation work which shall be executed as per original rates or provisions 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 receipts 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 the 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 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 alteration in or restrictions 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 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 designs and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the contractor provided, however that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the 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 descriptions, or that any material articles provided by him for the execution of work are unsound or of a quality inferior to that contracted, or otherwise not on 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 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 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 dimension 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 period or which may, with 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 proceed for sub-letting, bribing or if Contractor becomes insolvent :

The contract shall not be assigned or sublet without the written approval of the Chief Engineer, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly be given promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of Government, in any way, relating to his office or employment, or if, any such officer or person shall become, in any way, directly or, indirectly interested in the contract, the Chief Engineer may, thereupon, by notice or 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 therefore, 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 thereof, 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 commended, and from time to time, carried on.

Clause 23 : Standing Committee for Settlement of disputes :

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

- (i) Administrative Secretary concerned.
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary and/or Chief Accounts Officer.
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal 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 nonrefundable 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.

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

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim 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 there from provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of the patent or design or any alleged patent, or design, right is the direct result of an order passed by the Engineer-in-charge in this behalf.

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

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

Clause 25: Lump-sums in estimates :

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

Clause 26: Action where no Specification :

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

Clause 27: Definition of Work :

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

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

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

Clause 28 :

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

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

The rates for several items of works, estimated to cost more than Rs. 1,000/-, agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned 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 29 A: Payments at part rates :

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

Clause 30: Contractor's percentage, 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, hereinafter called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 of the Conditions of Contract.

"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."

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 prorate 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 withdraw 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.

Clause 36 A :

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

Clause 36 B :

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

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

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

Clause 36 D :

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

Clause 36 E :

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 Security Deposit :

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

- (a) In case of contracts relating to hiring of trucks and other T&P transportation including the loading, unloading of materials, the amount of Security Deposit is refundable alongwith the final bill.
- (b) Supplies of materials : As per provisions of the G.F. & A.R.
- (c) Ordinary repairs : 3 months after completion of the work provided of final bill has been paid.
- (d) Original works/special repairs/renewal works : Six months after completion expect in case of works, such as building works, bridge works cross drainage works, Dams, canals water supply and sewerage schemes (except where provided otherwise in any specified case) etc. , the Security Deposit will be refunded 6 months after completion or expiry of one full rainy season, or after expiry of defect liability period, whichever is later provided the final bill has been paid.
(Regarding "refund of performance guarantee and security deposit").
"In case of road, bridge and CD works on National Highway (original/Special repairs/renewal). The defect liability period shall be three years after completion of works".

Clause 38 : Fair Wage Clause :

- (a) The Contractor shall pay not less than fair wages/minimum wages to laborious engaged by him on the work as revised from time to time by the Government but the Government shall not be liable to pay anything 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 the contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment 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 Order 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 Relatives barred from tendering :

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

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

Clause 42 : Retired Gazetted Officers barred for 2 years :

No Engineer of Gazetted rank or other Gazetted 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.

Clause 45: Price Variation Clause:

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

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

(A) Labour:

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

- 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.

(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 during the quarter under consideration due to change in the rates of material.
 R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
 L_{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 component (excluding materials supplied by the Department).

(C) Bitumen :

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

- V_b = Increase or decrease in the cost of the work during the month under consideration due to changes in the rate for bitumen.
 R = The value of the work done in rupees during the month under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
 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.

(D) Petroleum :

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

- V_f = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates for fuel and lubricants.
 R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
 F_0 = The average wholesale price Index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.
 F_1 = The average wholesale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.
 P_f = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).
 R = Total work done during the quarter as prescribed under this clause.
Note: For application of this clause price of HSD is, chosen to indicate fuel and lubricant component.

(E) Cement

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

- V_c = Increase or decrease in the cost of the 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 Government of India, Ministry of Industries).
 L_{c1} = The average wholesale 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)

(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 the 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 Government of India, Ministry of Industries).
 L_{s1} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

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 Electronic Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula:

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

where:

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

P₀ = Price quoted/confirmed.

MP₀ = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin, Revised Index Number of Wholesale Price (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.

W₀ = 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 MP₀ & W₀ 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.

W₀(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.

W₀(I) = All India Average Consumer Price Index Number for Industrial Workers (Base : 1982=100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

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

Note-2 The sole purpose of the above stipulated 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 & W₀ are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.

General Conditions for admissibility of Escalation

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

(a) Labour.....	percent
(b) Material.....	percent
(c) Bitumen.....	percent
(d) Diesel and Petrol.....	percent
(e) Cement.....	perce
(f) Steel	perce
.....	
Total.....	100%
3. While allowing price escalation the following shall be deducted from the value of work done(R): (a) Cost of material supplied by the Department. (b) Cost of services rendered as per clause 34. (c) of 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 of fraction thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book shall be the criterion.
6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 50 lac and completion period is more than 3 months, then escalation would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 3 months or less but actual period of execution excess beyond 3 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than than Rs. 50 lac.
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 be entertained.
12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceeds more than Rs. 50 lac, no escalation is admissible.
13. Similarly, if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to government is less than 3 months, no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period 3 months and amount of work Rs.50 lac) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Government, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 3 months.

17. The contractor shall for the purpose of this condition keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.
18. Price variation clause shall be applicable in case of lump sum contracts estimated to more than Rs. 100 crore with stipulated completion period of more than 18 months.
19. The component of operation and maintenance (O&M) cost included in the contract price shall not be 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.

Clause 48 A : Pre Check or Post Check of Bills :

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

Clause 48 B : Check Measurements :

The department reserves to itself, the right to prescribe a scale of check measurements 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 payment 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.

Clause 52 : Road :

In continuation to previous order dated 02.07.2010 the condition for additional performance security has modified by Empowered Board in meeting held on dated 27-08-2010 as follows :

1. For the future cases rate analysis for specific project shall be worked out by S,E. PWD circle concerned considering geographical conditions/ parameters, availability of material and manpower ht site, etc. This rate analysis is to be submitted in soulod envelope before opening financial bid.
2. After receiving a bid if the difference between lowest successful bidder rate / amount and department project specific rate analysis is more than 10% then the bid shall be considered unbalanced and amount equal to this difference amount shall be taken as additional performance security from the successful bidder.
3. In case of the teners floated before 02.07.2010 the project dspecific rate analysis may be prepared afresh as above by concerned SE and amount of additional performance guarantee be decided accordingly. The other conditions of order dated 02-07-2010 will remain same.

Building :

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

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 hires. (Referred to in Clause 10 C)

Sl. No.	Item	Rate	Place of Delivery/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

Note : For Filling in the Progress Statement Form.

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 schedule 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.
4. The date in column 3 must correspond to the period stated in Sub clause (e) of the Memorandum below "Tender for works".
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.

□ □ □

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

Note : For Filling in the Progress Statement Form.

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 schedule 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.
4. The date in column 3 must correspond to the period stated in Sub clause (e) of the Memorandum below "Tender for works".
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.

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.
 - (iv) "Wages" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.
3. **Display of Notice regarding wages etc. :** The contractor shall (a) before 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 shall include the following particulars :-
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
 - (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
 - (iii) The executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

Fines and deductions which may be made from wages :

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following:
 - (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (i-a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.
 - (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
 - (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.
 - (iv) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
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 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 made investigation of enquiry :** The labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.
 11. **Report of Labour Welfare Officer :** The Labour Welfare Officer or other person, authorized 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 ayment 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 Contractors shall submit periodical returns, as may be specified from time to time.
 15. **Amendments :** The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in that behalf, shall be final.

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

(1) Willful insubordination or disobedience whether alone or in combination with another. (2) The fraud or dishonesty in connection with the contractors 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) Malingeing 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 places. (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 charges for

Particulars	Rates which the materials will be charges to the contractor			Place of delivery
	Unit	Rs.	NP.	
Doors with Chowkhats				
----- do -----				
----- do -----				
Windows with Chowkhats				
----- do -----				
----- do -----				
Steel Shapes				
----- do -----				
----- do -----				
Bars Mild Steel				
Sheets plain, G.I.				
----- do ----- Corrugated G.I. etng wire				
Belts Tower				
----- do -----				
Locks, Mortice				
----- do ----- Rim				
Hinges, Butt				
----- do -----				
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 Engineer)

(Signature of Contractor)

Progress Statement referred to in Clause 3 of Conditions of Contract

Name of Work	Date from which the work should be commenced	Date of 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**

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

