

राजस्थान सरकार  
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013  
परिपत्र सं. - 3/2013

परिपत्र

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

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

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

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

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

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


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

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**Annexure C : Grievance Redressal during Procurement Process**  
**Annexure D : Additional Conditions of Contract**

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

संलग्न: **Annexure A to D**



(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

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



(उर्मिला जोशी)

संयुक्त सचिव

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

Any person participating in a procurement process shall -

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

**Conflict of Interest:-**

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

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

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

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

**Declaration by the Bidder**

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

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

Date :

Signature of bidder

Place :

Name:

Designation:

Address:

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

The designation and address of the First Appellate Authority is : **GM, RSRDC Ltd. Jaipur.**

The designation and address of the Second Appellate Authority is : **MD, RSRDC Ltd. Jaipur**

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 there under, 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.

Date :

Signature of bidder

Place :

Name:

Designation:

Address:

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

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

Before the .....(First I 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 I 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) 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 bidding documents .
- (ii) Orders for extra items may be placed by the procuring entity accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- (iii) Orders for additional quantities may be placed, if allowed in the bidding documents, on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under:-
  - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - (b) 50% of the value of goods or services of the original contract:

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract, a procuring entity may procure additional quantities

beyond 50% of the quantity of the individual items as provided in the original work order with prior approval of the Administrative Department concerned as follows:

- (i) The procuring entity shall obtain prior approval for revised requirements from the competent authority for reasons to be recorded in writing. Wherever necessary, due to the quantum of orders for additional quantities, the procuring entity shall obtain prior and revised technical, financial and administrative sanctions from the competent authorities;
- (ii) That the additional quantities so procured shall be part and parcel of the work being executed.
- (iii) That the limit of 50% of the value of original contract shall not be exceeded in any case.]

**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.

Date :

Signature of bidder

Place :

Name:

Designation:

Address:



**Rajasthan State Road Development & Construction Corporation Ltd.**  
( Formerly RSBCC Ltd.)

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

CIN No. U45203RJ1979SGC001853

*Regd. Office : Setu Bhawan, Opposite Jhalana Doongari, Jaipur-Agra Bypass, Jaipur-302004*

**No. B-2(1)SBD / 6994 - 7044**

**Date: 06-06-2023**

**OFFICE ORDER**

Amendment is hereby made in clause no. 4.4 and 4.5 of Standard Bid Document (SBD) of RSRDC Ltd. with immediate effect as under:-

S. No.	Page No.	Reference Clause	Existing Clause	Revised Clause
1	5	4.4.8	The lead partner shall meet not less than 50 percent of all the qualifying criteria given in Clause 4.5.1.1 & 4.5.2.3 below. The Joint Venture must collectively satisfy the criteria of clause 4.5.1.1 & 4.5.2.3 below. The experience of the other joint venture shall be considered if it is not less than 30 per cent of the qualifying criteria given in 4.5.1.1 & 4.5.2.3 below. However, in case one of the joint venture partners is proposed to be included primarily to provide financial strength to the joint venture, such joint venture partner shall have to commit to provide liquidity support to the project to the extent of 10 percent of the value of the contract.	The lead partner shall meet not less than 50 percent of all the qualifying criteria given in Para 4.5.1.1 & 4.5.1.2 below. The joint venture must collectively satisfy the criteria of Para 4.5.1.1 & 4.5.1.2 below. The experience of the other joint venture partners shall be considered if it is more than 30 percent of the qualifying criteria given in Para 4.5.1.1 & 4.5.1.2.
2	5	4.4.9	The joint venture must satisfy collectively the criteria of clause 4.5.1.2, 4.5.2.1 and 4.5.2.2 below for which purpose the relevant figures for clause 4.5.2.1 and 4.5.2.2 and numbers for clause 4.5.1.2, for each of the partners shall be added together to arrive at the joint venture's total capacity.	The joint venture must satisfy collectively the criteria of clause 4.5.2.1 & 4.5.2.2 below for which purpose the relevant figures for clause 4.5.2.1 and 4.5.2.2, for each of the partners shall be added together to arrive at the joint venture's total capacity.

Contd. ....Page 2

*R*



**Rajasthan State Road Development & Construction Corporation Ltd.**  
( Formerly RSBCC Ltd.)

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

CIN No. U45203RJ1979SGC001853

*Regd. Office : Setu Bhawan, Opposite Jhalana Doongari, Jaipur-Agra Bypass, Jaipur-302004*

---2---

3	5	4.4.3	One of the partners shall be nominated as being in-charge or lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.	One of the partners shall be nominated as being in-charge or lead partner <b>i.e. having major share in Joint Venture and other partner shall have at least 30% share in Joint Venture.</b> This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
4	6	4.5.1.2	Satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) three works, value of each shall be 40%, or two works value of each shall be 50%, or one work value of which shall be 80% of estimated cost, at least one similar work of value not less than the amount indicated in Annexure-I, the eligibility amount may be suitably increased to consider the effect of department supply of steel and cement, if any in compliance to RSRDC circular B-2(1)SBD/31390-453 dt. 27.12.2017	Satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) three works, value of each shall be 40%, or two works value of each shall be 50%, or one work value of which shall be 80% of estimated cost ( <b>In case of Joint Venture Lead Partner shall fulfill the requirement</b> ), at least one similar work of value not less than the amount indicated in Annexure-I. (a) As a prime contractor, or (b) As a nominated sub contractor (nominated or selected or approved by a Govt. organization) where the sub contract involved execution of all main items of works described in bid document.; provided further all other qualification criteria are satisfied. The eligibility amount may be suitably increased to consider the effect of department supply of steel and cement, if any in compliance to RSRDC circular B-2(1)SBD/31390-453 dt. 27.12.2017

Contd..... Page-3



**Rajasthan State Road Development & Construction Corporation Ltd.**  
( Formerly RSBCC Ltd.)

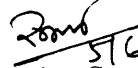
(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

CIN No. U45203RJ1979SGC001853

Regd. Office : Setu Bhawan, Opposite Jhalana Doongari, Jaipur-Agra Bypass, Jaipur-302004


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This bears approval in 119<sup>th</sup> Board Meeting of RSRDC held on 26<sup>th</sup> day of May, 2023, Minutes of the Meeting issued on 31<sup>st</sup> day of May 2023 and amendment approved vide item no. 119.04.

  
(Sanjay Saxena)  
General Manager

**Copy Forwarded to the following:-**

1. PS to Chairman, RSRDC Ltd., Jaipur.
2. PS to MD/ CFO, RSRDC Ltd., Jaipur.
3. GM/CPM, RSRDC Ltd., Jaipur.
4. Dy. G.M., RSRDC Ltd., All
5. Sr. A.O. (Payment), RSRDC Ltd., Jaipur.
6. Manager, RSRDC Ltd., All.
7. Project Director, RSRDC Ltd., All .
8. GF.

 08/06/2023  
Manager (Admn.)



**Rajasthan State Road Development & Construction Corporation Ltd.**

(Formerly RSBCC Ltd.)

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

CIN No. U45203RJ1979SGC001853

Regd. Office : Setu Bhawan, Opposite Jhalana Doongari, Jaipur-Agra Bypass, Jaipur-302004


No. B-2(1)SBD/ 15043-86

Date: 22-11-2021

**OFFICE ORDER**

The Joint Venture (JV) shall be allowed only for tenders of bid amount costing Rs. 25.00 Crore or more in Building works & Rs. 50.00 Crore or more in Road & Bridge works. Therefore respective Joint Venture clauses/Provisions shall be applicable accordingly.

This order shall be applicable with immediate effect.

  
(Sandeep Mathur)  
Managing Director

**Copy Forwarded to the following:-**

1. PS to Chairman, RSRDC Ltd., Jaipur.
2. PS to MD/Chief Architect/CFO, RSRDC Ltd., Jaipur.
3. GM/CPM, RSRDC Ltd., Jaipur.
4. Dy. G.M., RSRDC Ltd., (All).
5. Sr. A.O. (Payment)/ (Pension), RSRDC Ltd., Jaipur.
6. Manager, RSRDC Ltd., (All).
7. Project Director, RSRDC Ltd., (All).
8. Sr. L.O., RSRDC Ltd., Jaipur.
9. Notice Board.
10. PF/ GF.

  
Managing Director

B.I.L.S.  
L.H.I.P.S.A

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

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

*M.G.*  
(M.G. Maheshwari)  
Chief Engineer & Addl. Secretary  
PWD, Rajasthan, Jaipur

No. CE PWD/Sec-III/D:-  
Date: \_\_\_\_\_  
Copy to the following for information and necessary action :-  
1. P.S. to Addl. Chief Secretary, PWD Rajasthan, Jaipur.  
2. P.S. to Secretary, PWD Rajasthan, Jaipur.  
3. Chief Engineer (NH/PMGSY/SS/Bldg.) PWD, Rajasthan, Jaipur.  
4. MD, RSRDC.

No. 52      Date 25/04/19      *M.G.*  
(M.G. Maheshwari)  
Chief Engineer & Addl. Secretary  
PWD, Rajasthan, Jaipur  
Copies to SE PWD, circle BTP/ Dholpur/Korauli for JMB & MJO. The circular may also be circulated among CEs under their control for S.M.C & Formaler Compliance

*Spam*  
अति मुख्य अभियन्ता  
सा 0 नि 0 वि 0 जोन, भरतपुर



**Rajasthan State Road Development & Construction Corporation Ltd.**  
( Formerly RSBCC Ltd.)

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

CIN No. U45203RJ1979SGC001853

Regd. Office : Setu Bhaawan, Opposite Jhalana Doongari, Jaipur-Agra Bypass, Jaipur-302004

क्रमांक : बी-9(6)SBD/98 / 18207 - 40

दिनांक: 05-01-2021

**कार्यालय आदेश**

निगम मुख्यालय के आदेश क्रमांक बी-10(5)/26909-61 दिनांक 26.12.2012 को अधिक्रमण (supersession) करते हुए राज्य योजनाओं में लागत राशि रू0 10.00 लाख से अधिक के कार्यों की दोष निवारण की अवधि निम्नानुसार निर्धारित की जाती है:-

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

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

(एस.सी. अग्रवाल)  
प्रबन्ध निदेशक

प्रतिलिपि:-

1. निजी सचिव, अध्यक्ष, आर.एस.आर.डी.सी. लिमिटेड, जयपुर।
2. मुख्य वित्तीय अधिकारी, आर.एस.आर.डी.सी. लिमिटेड, जयपुर।
3. महाप्रबन्धक/मुख्य परियोजना प्रबन्धक, आर.एस.आर.डी.सी. लिमिटेड, जयपुर।
4. उप महाप्रबन्धक, आर.एस.आर.डी.सी. लिमिटेड, (समस्त)।
5. प्रबन्धक, आर.एस.आर.डी.सी. लिमिटेड, (समस्त)।
6. परियोजना निदेशक, आर.एस.आर.डी.सी. लिमिटेड, (समस्त)।
7. व्यक्तिगत पत्रावली/ रक्षित पत्रावली।

प्रबन्ध निदेशक

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


क्रमांक- F-3.15(c)/Enlightment Rules/Section-III/D-2028

दिनांक : 14.12.2021

### कार्यालय आदेश

लोक निर्माण वितीय एवं लेखा नियम भाग द्वितीय 334 परिशिष्ट XVI के अनुभाग VII के अन्तर्गत 'ठेकेदारों के रजिस्ट्रीकरण का रजिस्ट्रीकरण प्राधिकारी द्वारा प्रत्येक दो वर्ष के परचात् ठेकेदार स्वयं के द्वारा और विभागीय क्षेत्र अधिकारियों के द्वारा प्रदायित किये जाने वाले कार्य सम्पादन आंकड़ों के आधार पर पुनर्विलोकन किया जायेगा। कोई ठेकेदार, जिसका कार्य सम्पादन असंतोषप्रद पाया जाये, अपना रजिस्ट्रीकरण रद्द करने और नाम रजिस्ट्रीकृत ठेकेदारों की सूची में सें करवाने के दायित्वाधीन होगा।'

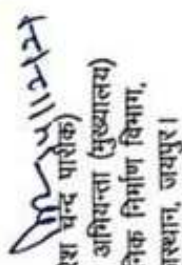
उक्त नियम की पालना में इस कार्यालय में पंजीकृत सिविल/विद्युत/सेनेट्री/मेन्टिंग/फर्नीचर के समस्त श्रेणियों (Class) यथा 'AA, A, S-1, P-1, F-1, E-EWSD-1, E-AC-1, E-FF-1, E-LE-1 एवं E-ER-1' में पंजीकृत संवेदकों/फर्मों को नोटिस देने के उपरान्त भी पंजीयन का पुनर्विलोकन नहीं करवाया गया है। ऐसे संवेदक/फर्मों को निर्देशित/सूचित किया जाता है कि दो वर्ष (05.12.2019 तक) पूर्व जारी स्थायी पंजीयन आदेशों को आवश्यक दस्तावेज प्रस्तुत कर दिनांक 31 दिसम्बर 2021 तक पुनर्विलोकन (Review) आवश्यक रूप सें करवा ले। दिनांक 01.01.2022 से उक्त पंजीयन के आधार पर पुनर्विलोकन नहीं करवाये जाने की स्थिति में पंजीयन नियम के अनुच्छेद VII.3.vi के तहत सम्बन्धित फर्म/कम्पनी को पुनर्विलोकन नहीं कराये जाने तक निविदाओं में भाग लेने से वंचित किया जाता है।

  
(संजीव माथुर)

मुख्य अभियंता एवं अति. सचिव,  
सार्वजनिक निर्माण विभाग,  
राजस्थान, जयपुर।

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

1. महालेखाकार, राजस्थान, जयपुर।
2. मुख्य अभियंता, सिंचाई/जन-स्वास्थ्य अग्नि. विभाग/भू-जल विभाग, जोधपुर।
3. मुख्य अभियंता (सिविल) राज.राज्य विद्युत प्रसारण निगम लि, जयपुर।
4. मुख्य अभियन्ता, चिकित्सा एवं स्वास्थ्य, स्वास्थ्य भवन, जयपुर।
5. आवासन आयुक्त, राजस्थान आवासन मण्डल, जयपुर।
6. प्रबन्धक निदेशक, आर.एस.आर.डी.सी.सी. लि, जयपुर।
7. वितीय सलाहकार, सा.नि.वि. राजस्थान जयपुर।
8. अति. मुख्य अभियंता, सा.नि.वि. संभाग/विद्युत संभाग.....(समस्त)
9. तकनीकी सहायक प्रथम/अधीक्षण अभियंता (भवन/पथ/सरा मार्ग/ई-टेंडरिंग, मु.अ. कार्यालय, सा.नि.वि. जयपुर।
10. अधीक्षण अभियन्ता सा.नि.वि. वृत्त/विद्युत/रा.रा.उ.मार्ग.....(समस्त)
11. संयुक्त निदेशक, IT, कार्यालय मुख्य अभियन्ता, सा.नि.वि. राजस्थान जयपुर को विभागीय वेबसाइट पर प्रकाशन हेतु
12. जन सम्पर्क अधिकारी, कार्यालय मुख्य अभियन्ता, सा.नि.वि. राजस्थान, जयपुर को समाचार पत्रों में प्रेस विज्ञप्ति जारी करने हेतु
13. अधिशाही अभियन्ता सा.नि.वि. खण्ड/विद्युत/रा.रा.उ.मार्ग.....(समस्त)
14. विल्डर एसोसिएशन/संवेदक यूनियन सिविल/विद्युत, जयपुर/समस्त संभाग/जिला मुख्यालय को सूचनार्थ भेजकर आग्रह है कि सम्बन्धित संवेदकों को पुनर्विलोकन हेतु आवश्यक दस्तावेज सम्बन्धित पंजीयन प्राधिकारी के कार्यालय में नियत तिथि से पूर्व प्रस्तुत कराये जाने हेतु निर्देशित/सूचित करने का श्रम करें।
15. नैसर्ग .....

  
(सुरेश चन्द पारीक)  
अधिशाही अभियन्ता (मुख्यालय)  
सार्वजनिक निर्माण विभाग,  
राजस्थान, जयपुर।

**GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(TAX DIVISION)**

Jaipur, dated: 06.11.2020

**NOTIFICATION**

In exercise of the powers conferred by sub-section (1) of section 9 of the Rajasthan Stamp Act, 1998 (Act No. 14 of 1999), the State Government being of the opinion that it is expedient in the public interest so to do, hereby orders that the stamp duty chargeable on the Works Contract shall be reduced and charged as under:-

S.No.	Amount or value of the works contract	Stamp duty
1.	upto Rupees Fifty Lakhs	Rupees One Thousand
2.	more than Fifty Lakhs	0.15% of the amount or value of the works contract subject to maximum of Rupees Twenty Five Lakhs

[No.F.2(31)FD/Tax/2019-253]


By order of the Governor,

  
(Nishant Jain)

Joint Secretary to the Government

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

1. Superintendent, Government Central Press, Jaipur for publication of this notification in part 4(c) of extra ordinary gazette Kindly send 10 copies of this notification to this department and 20 copies along with bill to Inspector General, Registration & Stamps, Rajasthan, Ajmer.
2. Pr. Secretary to Hon'ble Chief Minister (Finance), Rajasthan, Jaipur.
3. Accountant General, Rajasthan, Jaipur.
4. Inspector General, Registration & Stamps, Rajasthan, Ajmer.
5. PS to Additional Chief Secretary, Public Works Department.
6. PS to Principal Secretary, Finance Department.
7. PS to Principal Secretary, Law Department.
8. PS to Secretary, Finance (Revenue) Department.
9. Director, Public Relation Department, Rajasthan, Jaipur.
10. Technical Director, Finance (Computer Cell) Department, Secretariat, Jaipur.
11. Guard file.

  
Joint Secretary to the Government



राजस्थान राजपत्र  
विशेषांक

RAJASTHAN GAZETTE  
Extraordinary

साधिकार प्रकाशित

Published by Authority

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

भाग 4 (ग)

उप-खण्ड (1)

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

**FINANCE (G&T) DEPARTMENT**

**NOTIFICATION**

**Jaipur, October 22, 2021**

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

**1. Short title and commencement.**- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.  
(2) They shall come into force from the date of their publication in the Official Gazette.

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

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

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

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

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

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

Vimal Kumar Gupta,  
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।

B-2(U) 12619 - S3

Date - 22-10-2021

Forwarded to PS TO GM, CPM, Dy GM - All,  
Manager - All, Project Director - All for  
compliance of notification.

~~Sh~~ ~~rawan~~  
22/10/21  
(S. S. Shekhawat)  
Jr. Asstt. (Admn. Cell)  
RSRDC Ltd., Jaipur

~~Manager (Admn.)~~

म/म 22/10/21  
(Anish Bhatia)  
Manager (Admn.)  
RSRDC Ltd., Jaipur