

राजस्थान राज्य पथ परिवहन निगम
कार्यालय:- मुख्य प्रबन्धक, केन्द्रीय बस स्टैण्ड, जयपुर।

क्रमांक: एफ/मु.प्र./सी.बी.एस./26/1347

दिनांक:-19-08-2026

बिड सूचना

निम्नलिखित निर्माण कार्य हेतु उपयुक्त श्रेणी में सा.नि.वि. राजस्थान में पंजीकृत संवेदको एवं राज्य सरकार/केन्द्र सरकार के अधिकृत संगठनो/केन्द्रीय लोक निर्माण विभाग / डाक एवं दूर संचार/रेलवे इत्यादि में पंजीकृत संवेदको से, जो राजस्थान सरकार के नियमानुसार सक्षम श्रेणी एवं उससे उच्च श्रेणी का हो, निर्धारित प्रपत्र में ई-टेंडरिंग प्रक्रिया द्वारा ऑन लाइन बिड आमंत्रित की जाती है:-

क. सं.	कार्य का नाम	बिड की अनुमानित लागत	कुल धरोहर राशि (2 प्रतिशत)	बिड शुल्क	निर्माण अवधि	बिड प्राप्त करने का कार्यालय
1	2	3	4	5	6	7
1	केन्द्रीय बस स्टैण्ड सिधी कैम्प जयपुर पर प्लेटफार्म संख्या 02 पर स्थित शौचालय ब्लॉक का मरम्मत कार्य	6.60 लाख	13203.00	500.00+ 18%GST	02 माह	मुख्य प्रबन्धक कार्यालय केन्द्रीय बस स्टैण्ड सिधी कैम्प जयपुर

बिड प्रपत्रों को वेब साईट <http://eproc.rajasthan.gov.in> से डाउनलोड किया जा सकता है। इन बिड्स में भाग लेने वाले संवेदक बिड इलेक्ट्रॉनिक फारमेट में वेबसाईट <http://eproc.rajasthan.gov.in> पर जमा कराएँ।

बिड हेतु पात्र संवेदकों की श्रेणी:-

उक्त कार्य हेतु किसी भी सीमा तक "एए" श्रेणी संवेदक, रुपये 1000 लाख तक 'ए' श्रेणी संवेदक, रुपये 500 लाख तक 'बी' श्रेणी संवेदक, रुपये 150 लाख तक "सी" श्रेणी संवेदक, रुपये 30 लाख तक "डी" श्रेणी में पंजीकृत संवेदक।

- धरोहर राशि बिड प्रपत्र में दर्शाई गई कुल अनुमानित लागत की दो प्रतिशत होगी। धरोहर राशि एवं बिड प्रपत्र शुल्क का डिमाण्ड ड्राफ्ट CM RSRTC CBS JAIPUR के नाम से देय होगा एवं टेंडर प्रोसेसिंग शुल्क 500.00 रु. प्रत्येक कार्य हेतु का डिमाण्ड ड्राफ्ट एम.डी. आर.आई.एस.एल. जयपुर के नाम देय होगी।
- बिड प्रपत्रों हेतु आवेदन/डाउनलोड की अवधि दिनांक 19.08.2026 से दिनांक 01.09.2026 को सायं 6.00 बजे तक होगी।
- (अ) बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में वेब साईट <http://eproc.rajasthan.gov.in> पर दिनांक 19.08.2026 से दिनांक 01.09.2026 को सायं 6.00 बजे तक जमा कराये जा सकते हैं एवं प्राप्त बिड इलेक्ट्रॉनिक फारमेट में वेबसाईट <http://eproc.rajasthan.gov.in> पर संबंधित कार्यालय में दिनांक 02.09.2026 को सायं 3.00 बजे खोली जायेगी।
(ब) बिड जमा करवाने के बाद बिड की समस्त प्रक्रिया ऑन लाइन होगी।
(स) बिड खोलने की तिथि को किसी कारणवश अवकाश रहता है, तो अगले दिन उसी समय बिड खोली जायेगी।
(द) रु. 200.00 लाख से कम की बिड्स की वित्तीय बिड नियमानुसार खोली जायेगी। रु. 200.00 लाख से अधिक एवं रु. 1000.00 लाख तक की बिड्स के लिए पोटेन्सियल बिड पद्धति अपनायी जायेगी एवं रु. 1000.00 लाख से अधिक की बिड्स के लिए पोस्ट क्वालिफिकेशन पद्धति अपनाई जायेगी, उसके अनुसार तकनीकी आंकलन में सफल बिडकर्ता की वित्तीय बिड को खोलने की सूचना बिडकर्ताओं को ई-मेल से दी जायेगी।
- कार्यों के सम्मुख उपरोक्तानुसार वर्णित कार्यालय में संवेदक द्वारा दिनांक 19.08.2026 से दिनांक 01.09.2026 तक किसी भी कार्य दिवस में 11.00 बजे पूर्वान्हन से 4.00 बजे अपरान्ह तक देखा जा सकता है अथवा वेबसाईट <http://eproc.rajasthan.gov.in> पर भी देखा जा सकता है। बिड प्रपत्रों में बिडकर्ता के लिए योग्यता सूचना तथा बिडकर्ता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राइंग विभिन्न कार्यों की मात्रा एवं दरों का विवरण, नियम, शर्तें एवं अन्य विवरण वर्णित है।
- बिडकर्ता द्वारा बिड शुल्क / प्रोसेसिंग फीस/धरोहर राशि का डिमांड ड्राफ्ट इस कार्यालय में दिनांक 02.09.2026 तक प्रातः 11.00 बजे तक जमा कराना आवश्यक है।
- बिड खोलने की दिनांक से 90 दिवसों तक बिड स्वीकृति हेतु मान्य (open) रहेगी। यदि बिडकर्ता उस अवधि में अपनी बिड अथवा शर्तों में किसी प्रकार का संशोधन करता है अथवा अपनी बिड वापस ले लेता है तो उसकी धरोहर राशि जब्त कर ली जायेगी। दोष निवारण की अवधि कार्य पूर्णता के पश्चात् नियमानुसार रहेगी।
- यदि संवेदक नजदीकी रिश्तेदार (प्रथम रक्त सम्बन्धी व उनके पति/पत्नी) राजस्थान राज्य पथ परिवहन निगम में कार्यरत कर्मचारी एवं अधिकारी किसी भी स्तर पर पदस्थापित हो तो उसके कार्य पर नियुक्त करने पर प्रतिबन्ध रहेगा।
- 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 सेवा निवृत्ति के 2 वर्ष तक संवेदक अथवा उसके कर्मचारी के रूप में कार्य नहीं कर सकेगा। यदि संवेदक अथवा उसके कर्मचारियों में कोई ऐसा व्यक्ति जिसने राज्य सरकार की उक्त लिखित अनुमति बिड जमा कराने से पहले अथवा संवेदक के यहाँ सेवाएँ लेने से पहले अनुमति नहीं ली है तो अनुबन्ध रद्द किया जा सकेगा।
- बिडकर्ता इन प्रपत्रों को Download कर सकते हैं। बिडकर्ता द्वारा धरोहर राशि, बिड शुल्क, प्रोसेसिंग फीस डिमांड ड्राफ्ट के रूप में इस कार्यालय में निर्धारित तिथि एवं समय तक जमा कराना आवश्यक है।
- किसी भी बिड को स्वीकार करने एवं बिना कारण बतायें निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है।
- संवेदक द्वारा उक्त कार्य के लिये निर्धारित मशीनरी जो बिड की स्पेशल कण्डीशन में वर्णित है, को स्वयं के पास होने या किराये पर लेने का प्रमाण पत्र देना होगा।
- कार्य पूर्ण करने की अवधि में मानसून अवधि सम्मिलित है।
- कार्य का दोष निवारण एवं उनके सुधार (डिफेक्ट लाइबिलिटी पीरियड) का उत्तरदायित्व कार्य पूर्णता के पश्चात नियमानुसार होगी।
- बिडकर्ता द्वारा प्रस्तुत दर का दर विश्लेषण बिड के साथ ही प्रस्तुत (upload) किया जाना अनिवार्य होगा।
- बिडकर्ता जी.एस.टी. विभाग में पंजीकृत होना आवश्यक होगा एवं जी.एस.टी. का समस्त दायित्व बिडकर्ता का ही होगा।
- बिडकर्ता पी.एफ. विभाग (कर्मचारी भविष्य निधि संगठन) में पंजीकृत होना आवश्यक होगा।
- संवेदक द्वारा निगम में जमा करवाई जाने वाली बैंक गारन्टी / फिक्स डिपोजिट एवं अन्य वित्तीय दस्तावेज राजस्थान राज्य में संचालित बैंक ब्रांच के ही मान्य होंगे, अन्य राज्यों की बैंक गारन्टी / फिक्स डिपोजिट मान्य नहीं होगी। साथ ही बैंक गारन्टी / फिक्स डिपोजिट उसी फर्म के बैंक खातों से बनाई जावे जिसने निविदा में भाग लिया है।
- ई-टेंडरिंग के लिए बिडकर्ता हेतु निर्देश :-**

(अ) इन बिड्स में दिलचस्पी लेने वाले बिडकर्ता बिड प्रपत्रों को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> से डाउनलोड (Download) कर सकते हैं।

(ब) बिड्स में भाग लेने वाले बिडकर्ताओं को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सार्टिफिकेट इनफोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडकर्ता उपरोक्त

डिजिटल सर्टिफिकेट सी सी ए (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडकर्ताओं के पास पूर्व में वैद्य डिजिटल सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।

- (स) बिडकर्ताओं को बिड 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।
- (द) ऑन लाइन बिड्स निर्धारित दिनांक एवं समय पर उपरोक्त कम संख्या 3 के अनुसार खोली जावेगी।
- (य) इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडकर्ता यह सुनिश्चित कर लें कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- (र) कोई भी टेंडर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
- (ल) टेंडर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन, लाइन दर्ज करें।

मुख्य प्रबन्धक
सीबीएस आगार जयपुर।

TENDER DOCUMENT

FOR

**REPAIR WORK OF TOILET BLOCK AT
PLATE FORM NO. 02, CENTRAL BUS
STAND SINDHI CAMP JAIPUR**

VOLUME – I

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

**RAJASTHAN STATE ROAD TRANSPORT CORPORATION,
CHIEF MANAGAER, CENTRAL BUS STAND,
SINDHI CAMP, JAIPUR-302001**

TENDER DOCUMENTS

FOR

REPAIR WORK OF TOILET BLOCK AT PLATE FORM NO. 02, CENTRAL BUS STAND SINDHI CAMP JAIPUR

NIT No.	1347
Estimated cost	Rs. 6.60 Lacs
Earnest money	Rs. 13,203/- (In favour of C.M., RSRTC, C.B.S. Jaipur payable at Jaipur)
Date of sale / down loading	19.08.2026 to 01.09.2026 upto 6.00 PM
Date of depositing tenders	19.08.2026 to 01.09.2026 upto 6.00 PM
Date of opening of Tender Document	02.09.2026 at 3.00 PM
Completion period	02 Months
Cost of Tender	Rs. 590/- (Non-refundable) (In favour of C.M., RSRTC, C.B.S. Jaipur payable at Jaipur)
Processing Fee	Rs. 500/- (Non-refundable) (In favour of Managing Director, RISL, Jaipur payable at Jaipur)
Physically Depositing of Tender Fee, Earnest Money and Processing Fee	In C.M., RSRTC, C.B.S. Sindhi Camp Jaipur upto 02.09.2026 Time upto 11.00 AM

**RAJASTHAN STATE ROAD TRANSPORT CORPORATION,
CHIEF MANAGER, CENTRAL BUS STAND,
SINDHI CAMP, JAIPUR-302001**

IMPORTANT DATES AND OTHER INFORMATION

Important Dates

for

**REPAIR WORK OF TOILET BLOCK AT PLATE FORM NO.
02, CENTRAL BUS STAND SINDHI CAMP JAIPUR**

1	Completion Period for construction / upgradation	02 Months
2	Defect Liability Period after completion of the work	As per rule
3	Date of Issue of Notice Inviting Tender	1347 Dated 19.08.2026
4	Period and places of Sale / Downloading of Tender documents	19.08.2026 to 01.09.2026 Upto 6.00 PM
5	Website	www.rsrtc.rajasthan.gov.in www.eproc.rajasthan.gov.in www.sppp.rajasthan.gov.in
6	Deadline for receiving Tender	19.08.2026 to 01.09.2026 Upto 6.00 PM
7	Time and Date of opening of Tender	02.09.2026 at 3.00 PM
8	Place of Opening Tender Address is:	C.M., RSRTC, C.B.S. Sindhi Camp Jaipur
9	Tender validity	90 days
10	Officer Inviting Tender	C.M., RSRTC, C.B.S. Sindhi Camp Jaipur

SPECIAL CONDITION OF CONTRACT

1. Contractor is supposed to carryout digitized photography at identified & selected locations on every road / building along with videography of complete road before construction, during construction & post construction at own cost in at same location and same frame.
2. The bidder shall submit a construction schedule as to how he proposes to commence the work and there after shall complete various stages of the work within the time schedule given by the procuring entity for stage wise completion of the work.
3. The Executive Engineer (Mech.) or his representative is empowered to check all privately hired/owned machinery & report, if any under specifications machinery is being used by the contractor.
4. The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.
5. None of the permanent work shall be carried out during nights or Sundays or any other holidays without permission in writing of the Engineer-in-Charge.
6. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.
7. Collection of all material and material to be used for building works shall be subject to satisfactory test result of quality control before use. If test results are not found satisfactory, the material shall be rejected or the rates may be reduced at the discretion of the Engineer-in- Charge and the contractor shall be bound to it.
8. Before start of work display boards showing the name of work, sanctioned amount, date of start, date of completion, name of division, contract telephone/mobile nos. etc. shall be displayed on either end of the project sections as per guideline and directions of Engineer
9. The rates are inclusive of all lead and lifts for complete finished work unless & otherwise the same is specifically stated in the rates.
10. The methodology and equipments to be used on the project shall be furnished by the contractor to the Engineer well in advance of commencement of work and approval of the Engineer is obtained prior to its adoption and use.
11. The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each type of work and obtain the approval of the Engineer prior to actual commencement of work.

12. The contractor will establish the Quality Control Laboratory at each work site and a central laboratory having all required equipments as per bid document for the work at his own cost. The land and shade has to be arranged by contractor himself, and keep, complete equipments as per Annexure-1 Page 3 & 4 at site for checking of quality of material by the Engineer-in-Charges at all times. Survey instruments shall be made available at all work site by contractor. Payment of Work done will not be released without establishing the Laboratory. Photographs of Laboratory shall have to be submitted. For regular testing of the materials and he shall ensure that all the testing of materials/aggregate etc. is done regularly and the frequency prescribed in quality control manual/MoRTH specifications. He will depute Staff in Laboratory and equipments in Laboratory as per as per list enclosed in compliance to order of the Chief Engineer(SS), PWD Rajasthan, Jaipur vide No. SE(SS)/QC/D-137 dated 19.07.2011 (copy enclosed Annexure-1 (Page-1 to 4)).
13. The defect liability period shall be **FIVE YEARS** for the work executed under this agreement. Security Deposit shall be refunded after five years from the date of actual completion of the work provided the final bill has been paid in accordance with the Clause 37 of Agreement. The final bill has been paid in accordance with the order No.43/2009 dated 15.09.2009 (copy enclosed) issued by Finance Department and shall be part of this 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. No extra payment for maintenance and rectification of defects during DLP shall be admissible to firm.
14. The details of work to be carried out during Defect Liability Period are enclosed at Annexure-2 (Page 1 to 2) attached with the document.
- 14.1 **Inspection of works during Defect Liability Period :**
- 14.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer- in- charge / A.En., at least once in three months in case of all Building 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 joints inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.
- 14.1.2 One register has to be maintained by every A.EN for recording the inspection details of works in his jurisdiction under defect liability period.
15. Labour Cess amount shall be deducted from contractor's bill at the rate of 1% in accordance with orders No. F1(8)(1)Bha.Sa.Ni./IR/2010-9568 dt. 17.05.2010 (copy enclosed Annexure-3) issued by Principal Secretary, Labour, Employment & Technical Education (Training), Government of Rajasthan.

16. The contractor shall engage unskilled local labour from Rajasthan state preferably of the district, for the execution of the work.
17. Monsoon period is included in completion period of the work.
18. If there is any typographical or clerical error in the nomenclature/ rates, the BSR of respective circle of PWD with subsequent all corrigendum for road work on which Schedule "G" is based, will be treated as correct.
19. The Security Deposit Refund shall be in accordance with the order no. 43/2009 dated 15.09.2009 (copy enclosed) issued by Finance Department and shall be part of agreement.
20. Rate Analysis shall be submitted by the bidder with the bid in accordance with Chief Engineer, PWD Rajasthan office order no. 1999 dated 08.12.2009 (copy enclosed Annexure-5).
21. The working drawings shall be prepared by contracting agency (before start of work and during construction) without additional cost and will get approval from Engineer-In-Charge. The work shall then be executed strictly as per approved working drawings. After completion of work, contractor will submit completion drawings to Engineer-In-Charge (All drawing submitted soft and hard copies in three sets).
22. Contractor will have to provide site office with adequate facilities, field and plant laboratory unit with qualified testing staff and necessary informatory boards/maps showing salient feature of the project.
23. The Government shall have right to cause and Audit & Technical examination of work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within 2 years, after payment of the final bill and is as a result of such audit & technical examination any sum is found to have been over paid in respect of any work done by the contractor under contract of any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Department to recover the sum from him in the manner prescribed legally permissible. The department shall further have the right to affect such recoveries under PDR Act.
24. Registration of workers shall be executed by bidder in accordance with order no. 46/2010 dated 28.05.2010 (copy enclosed Annexure-6) issued by Finance Department Government of Rajasthan.
25. All steel shall be procured from Original Producers' who manufacturer billets directly from iron ores and roll the billets to produce steel confirming to IS:1786 as per Chief Engineer, PWD Rajasthan, Jaipur circular No. CE&AS/TA-I/EE(D&T)/2016-17/D-126 dated 08.08.2016 (copy enclosed).

26. The Agency has to follow & adhere the guidelines issued by the Govt. of Rajasthan under Rajasthan Transparency in Public Procurement Act, 2012. The relevant document are placed at Annexure-7 (A, B, C & D).
27. Force Majeure : The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.
28. Kota Stone /Marble Stone/Granite stone and other building stones to be used in flooring shall be 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.
29. Scope of work shall include all cutting by machines in wall, floors and making the same as directed by the Engineer-in-charge.
30. The overall cleaning of site and disposal of building rubbish, surplus material etc. is to be done by contractor as directed by Engineer-in-charge.
31. Steel Shuttering Plates used on work shall be in good condition. In case ply is used the same shall be new when brought to site for use in shuttering.
32. Contractor has to incase /cover the working area with 12' high G.I. sheet at his own cost.
33. Work of Anti-termite Treatment shall be carried out by Liceneed/Approved personals with spray machines.
34. Contractor shall be fully responsible for provident funds, insurance etc. for workers engaged by him on the work.
35. The final bill shall be paid after receipt of NOC from mining department.
36. For mixing of concrete and compacting concrete hopper mixer with Weigh Batcher and vibrator shall only be used. The mortar as required for masonry, plaster etc. shall be prepared by means of C.C. mixer only. For R.M.C. work contractor is liable to check quality measures by Engineer-in-charge at plant.
37. 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 department at risk and cost of the contractor after expiry of three days period.
38. TMT/Steel shall be used of TISCO/SAIL/RINL make for reinforcement and it should be confirm to the BIS Specification. (Oder enclosed). (मु.अ./अ.अ. (भवन)/डी-577 दिनांक 20.07.2012)
39. The Contractor shall be free to use the tube well, after execution of the same within this agreement, However the electricity charges and maintenance charges of tube well shall have to be borne by the contractor. After completion of the work the tube well shall have to be handed over in good running conditions without any defect, whatsoever.

40. The Contractor is responsible for design of RCC members and Soil Bearing Capacity test in above work which includes the submission of General Arrangement drawing for columns, beam etc. After approval of GAD he will carry out the detailed design of RCC members from the structural consultant and proof checking from the MNIT, Jaipur / Kota Engineer College / MBM Engineer College, Jodhpur and other Govt. Engineering College. 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. Contractor is responsible for engaging qualified Civil Engineer at site, No Extra payment will be payable for this job.
41. All kind of Survey and Leveling work for Building and Road work shall be carried out by the contractor as per requirement and directions of Engineer-in-charge at his own cost. **No Extra payment will be made to contractor for this job.**
42. The Contractor will arrange Electricity and Water at his own cost.
43. Any damage to the structure shall have to be rectified by contractor at his own cost under direction of Engineer-in-charge.
44. Work shall be carried out as per relevant PWD specification for each item and Indian Standard specification assigned for such work.
45. The rates of Schedule-G are based on **Integrated BSR PWD Rajasthan effective from 28-09-2022 for Building work with all subsequent corrigendums.** If there is any typographical or clerical error in the nomenclature / rates, the same item with subsequent corrigendum, on which Schedule-G are based will be treated as correct.
46. The Labour engaged by the Contractor for carrying out the work shall be at own risk and cost he is bound to protect the interest of Labour right as per Laws and Rules prevailing and enforce.
47. The final bill shall be paid after receipt of NOC from mining department and submission of price escalation.
48. For any reason, if the testing is not possible in the site laboratory or Engineer considers testing to be conducted outside PWD, the testing so required shall be done at his own cost only from at Government Engineering Colleges or at NABL accredited laboratory.
49. Mixing of concrete shall be done by Automatic Batch Mix Plant (digitally controlled). Compaction of concrete shall be done by needle / plate / screed vibrators.
50. No equipment or personnel will be removed from site without permission of Engineer-in-charge.
51. 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.

52. 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.
53. Since the printed agreement from of the Govt. Press is not available and agreement from printed from local market is used for agreement purpose of this work. However in case of any printed mistake or any other error, from the standard agreement form, the rules and conditions amended by Govt. vide No. F-3(109) FD/Exp./III/69 Part Jaipur dated 30-08-1993 and G-2(I)/Exp./III/96 dated 12-06-1997 and further amended upto 05-07-2018 by the Govt. from time to time will be applicable in this case issued upto the upto the date of issue of NIT.
54. All Circulars / Standing Orders/ Office Orders issued by the Chief Engineer, PWD, Rajasthan from time to time regarding execution of work shall be binding on the Contractor.
55. In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-In-Charge concerned under contract agreement, the Engineer-In-Charge shall serve a final notice for 15 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-In-Charge will get the defects removed at the risk & cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall be also be taken against the contracting agency by the competent authority.
56. Before starting of work, contractor shall submit to the Engineer In Charge for approval a Program for execution of the work including Environmental Management Plan showing the general methods, arrangements, sequence and timing for all the activities in the works along with monthly cash flow forecast. The programme shall be updated monthly by the Contractor showing the actual progress achieved on each activity and the efforts which shall be made by him to make up for the shortfall, if any in the progress achieved and its effect on the completion period of the project, and submitted to the Engineer-In-Charge by 7th day of the succeeding month for review. (Vide circular No. SE(Road)/EE GGP-II/16/D-122 Dated 13.06.2016 issued by CE & AS, PWD Rajasthan Jaipur copy enclosed)
57. The lowest successful bidder shall have to deposit additional performance security for unbalance bids, in view of Financial (G&T) Department Notification Dated 22.10.2021 issued by the Joint Secretary to the Government by Order No F.2(1)FD/G&T(SPFC)/2017 (Copy enclosed), which will be part of this agreement. The additional performance security shall be deposited by the bidder in the form of Demand Draft / Bank Guarantee / Fixed Deposit of any nationalized Bank, which shall be valid for a period of extra 28 days from the completion of work. The format of Bank Guarantee is enclosed with this bid document.

SIGNATURE OF CONTRACTOR

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

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

दिनांक 25.05.2023

आदेश

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

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

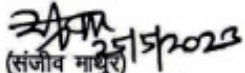
विभागीय परिपत्र क्रमांक मु.अ./अनु. ग्यारह/जीएसटी/2023-24 डी-44 दिनांक 04.05.2023 में बोलियों की दो प्रकार की श्रेणियाँ वर्णित है:-

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

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

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

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

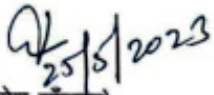

(संजीव माथुर)
मुख्य अभियन्ता एवं अति. सचिव
सा.नि.वि. राज. जयपुर

दिनांक:

क्रमांक: मु.अ./अनु. ग्यारह/जीएसटी/डी-

प्रतिनिधि सूचनार्थ एवं आवश्यक कार्यवाही हेतु:-

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


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

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

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

दिनांक 04/05/23

परिपत्र

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

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

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

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

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

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

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

(अ) लागत राशि रु. = 84.74576271

(ब) जीएसटी राशि रु. = 15.25423729

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

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

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

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

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

Signature valid

Digitally signed by Sanjay Mathur
Designation: Chief Engineer
Date: 2023.05.04 10:46:32 IST
Reason: Approved

RajKaj Ref No. : 3700775



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

जिन बोलियों में बीओक्यू अब अपलोड किया जाना है:-

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

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

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

उक्त दिशा निर्देश तत्काल प्रभाव से लागू होंगे।

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

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

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

दिनांक: 04/05/23

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु:-

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

(रमेश साँखला)

वित्तीय सलाहकार

Signature valid

Digitally signed by Ramesh Mathur
Designation: Chief Engineer
Date: 2023.05.04 16:46:32 IST
Reason: Approved

RajKaj Ref No. : 3700775





राजस्थान सरकार
वित्त (जीएण्डटी) विभाग



F.8(10)FD/SPFC/Misc/2022

Jaipur, dated: 27/01/2023

ORDER

Subject:- Revision in RISL Processing Fees

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

Sr. No.	Particulars	Charges
1.	To extend Facility Management Services for implementation of e-Procurement software which includes providing support in e-tendering to bidders/contractors/vendors as well as officers/officials of departments/PSUs	1. If bid value is upto Rs. 50 lacs, charges will be Rs. 500/- per bidder per bid. 2. If bid value is more than Rs. 50 lacs and upto Rs. One Crore, charges will be Rs. 1500/- per bidder per bid. 3. If bid value is more than Rs. One Crore and upto Rs. Five Crore, charges will be Rs. 2000/- per bidder per bid. 4. If bid value is more than Rs. Five Crore, charges will be Rs. 2500/- per bidder per bid. Note: The above charges will be collected additionally through single challan on e-GRAS or in the form of Demand Draft (DD)/Bankers Cheque (BC) in the name of Managing Director, RISL payable at Jaipur along with prescribed bid document fee from the bidders.

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

By Order,


(Rohit Gupta)

Finance Secretary (Budget)

Copy forwarded for information and necessary action to:

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

2....

Room No. 5128, First Floor, Main Building, Government Secretariat, Jaipur (Raj.)- 302005
Phone No. 0141-2227921 www.finance.rajasthan.gov.in E-mail - jsfgt@rajasthan.gov.in

कार्यालय मुख्य अभियंता सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

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

दिनांक

13/2/22

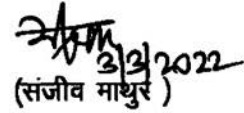
परिपत्र

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

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

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

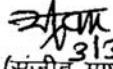
राज्य सरकार द्वारा संवेदक से किये जाने वाले अनुबंध के सम्बन्ध में विवाद होने की स्थिति में वाणिज्यिक न्यायालय/सक्षम सिविल न्यायालय के निर्णय मान्य होंगे, ऐसा प्रावधान अनुबंधों में रखा जाये।


(संजीव माथुर)

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

प्रतिलिपी सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

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


31/3/2022
(संजीव माथुर)

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

कार्यालय मुख्य अभियंता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर

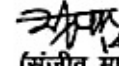
क्रमांक:- F 3-15(C)/Enlightment Rules/Section-III/D-2028

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 पश्चात् 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 कराने और नाम रजिस्ट्रीकृत ठेकेदारों की सूची में सँ करवाने के दायित्वाधीन होगा।"

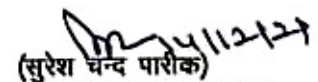
उक्त नियम की पालना में इस कार्यालय में पंजीकृत सिविल/विद्युत/सेनेट्री/पेन्टिंग/फर्नीचर के समस्त श्रेणियों (Class) यथा 'AA, A, S-I, P-I, F-I, E-EWSD-I, E-AC-I, E-FF-I, E-LE-I एवं E-ER-I' में पंजीकृत संवेदकों/फर्मों को नोटिस देने के उपरान्त भी पंजीयन का पुनर्विलोकन नहीं करवाया गया है। ऐसे संवेदक/फर्मों 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 से 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 अभि. 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. वित्तीय 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/रास 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. अधिशासी 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. मैसर्स


(सुरेश चन्द पारीक)

अधिशासी अभियन्ता (मुख्यालय)
सार्वजनिक निर्माण विभाग,
राजस्थान, जयपुर।

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

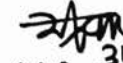
कार्यालय आदेश

विभाग के आदेश क्रमांक CE(Bldg.)DLP.(Bldg.Works)/D-268 दिनांक 07.10.2009 एवं क्रमांक SE(SS)/DLP/2011-12/D-624 दिनांक 12.10.2012 को अधिक्रमण (Supersede) करते हुए राज्य योजनाओं में लागत राशि रु0 10.00 लाख से अधिक के कार्यों की दोष निवारण की अवधि निम्नानुसार निर्धारित की जाती है:-

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

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

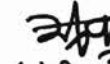
उक्त आदेश वित्त (जीएण्डटी) विभाग आईडी संख्या 102005419 दिनांक 7.12.2020 द्वारा दी गयी टिप्पणी अनुसार प्रशासनिक विभाग की आईडी संख्या सीएमओ/एफ 20004363 दिनांक 22.12.2020 द्वारा अनुमोदित है।


(संजीव माथुर) 30/12/2020

मुख्य अभियन्ता एवं अतिरिक्त सचिव
सा0नि0वि, राज0 जयपुर

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

1. श्रीमान प्रमुख शासन सचिव, माननीय मुख्यमंत्री कार्यालय, राजस्थान जयपुर।
2. निजी सचिव, श्रीमान प्रमुख शासन सचिव, सा.नि.वि., राजस्थान जयपुर।
3. निजी सचिव, श्रीमान शासन सचिव, सा.नि.वि., राजस्थान जयपुर।
4. मुख्य अभियंता, पीएमजीएसवाई/एन0एच0/भवन/गुण नियंत्रण, सा.नि.वि. राजस्थान जयपुर।
5. अतिरिक्त मुख्य अभियंता, सा.नि.वि. संभाग:-(समस्त)।
6. अधीक्षण अभियंता, सा.नि.वि. वृत्त:-(समस्त)।
7. अधिशाषी अभियन्ता, सा.नि.वि. खण्ड:-(समस्त)।


(संजीव माथुर) 30/12/2020

मुख्य अभियन्ता एवं अतिरिक्त सचिव
सा0नि0वि, राज0 जयपुर

ACTIVITIES / WORKS TO BE DONE BY THE CONTRACTOR **DURING DEFECT LIABILITY PERIOD**

1. ROAD WORK

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

- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH shall be carried out accordingly.

1.7 The routine maintenance activities and their periodicity :

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

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

भाग 4 (ग)

उप-खण्ड (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,-

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

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

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

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।

 सत्यमेव जयते	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	पौष 22, बुधवार, शाके 1943-जनवरी 12, 2022 <i>Pausa 22, Wednesday, Saka 1943- January 12, 2022</i>	

भाग 4 (ग)

उप-खण्ड (I)

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

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, January 12, 2022

G.S.R.398 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2022.

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

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

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

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

By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

1936

Government Central Press, Jaipur.

 सत्यमेव जयते	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
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	माघ 26, सोमवार, शके 1942-फरवरी 15, 2021 <i>Magha 26, Monday, Saka 1942- February 15, 2021</i>	

भाग 4 (ग)

उप-खण्ड (I)

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

वित्त(जीएण्डटी) विभाग

जयपुर, फरवरी 15, 2021

राजस्थान राजभाषा अधिनियम, 1956(1956 का अधिनियम संख्या 47) की धारा 4 के परन्तुक के अनुसरण में इस विभाग की अधिसूचना क्रमांक एफ.2(1)/एफडी/जीएण्डटी-एसपीएफसी/2017 दिनांक 18.12.2020 का हिन्दी अनुवाद सर्वसाधारण की सूचनार्थ एतद्वारा प्रकाशित किया जाता है:-

राज्यपाल के आदेश से,
विमल कुमार गुप्ता,
संयुक्त शासन सचिव।

(प्राधिकृत हिन्दी अनुवाद)

अधिसूचना

जयपुर, दिसम्बर 18, 2020

जी.एस.आर.230.- राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (2012 का अधिनियम सं. 21) की धारा 55 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्य सरकार, राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 को और संशोधित करने के लिए, इसके द्वारा निम्नलिखित नियम बनाती है, अर्थात्:-

1. संक्षिप्त नाम और प्रारंभ.- (1) इन नियमों का नाम राजस्थान लोक उपापन में पारदर्शिता (द्वितीय संशोधन) नियम, 2020 है।

(2) ये राजपत्र में इनके प्रकाशन की तारीख से प्रवृत्त होंगे।

2. नियम 42 का संशोधन.- राजस्थान लोक उपापन में पारदर्शिता नियम, 2013, जिन्हें इसमें इसके पश्चात् उक्त नियमों के रूप में निर्दिष्ट किया गया है, के नियम 42 के उप-नियम (2) के विद्यमान परन्तुक के स्थान पर निम्नलिखित प्रतिस्थापित किया जायेगा, अर्थात्:-

" परन्तु राजस्थान लोक उपापन में पारदर्शिता (द्वितीय संशोधन) नियम, 2020 के प्रारंभ की तारीख से 31.12.2021 तक की कालावधि के दौरान बोली प्रतिभूति के स्थान पर बोली प्रतिभूति घोषणा ली जायेगी । "

3. नियम 75 का संशोधन.- उक्त नियमों के नियम 75 में,-

- (i) उप-नियम (2) के विद्यमान परन्तुक के स्थान पर निम्नलिखित प्रतिस्थापित किया जायेगा, अर्थात्:-

"परन्तु राजस्थान लोक उपापन में पारदर्शिता (द्वितीय संशोधन) नियम, 2020 के प्रारंभ की तारीख से 31.12.2021 तक की कालावधि के दौरान कार्य संपादन प्रतिभूति निम्नानुसार ली जायेगी:-

- (क) माल और सेवाओं के उपापन के मामले में, प्रदाय आदेश की रकम का 2.5 प्रतिशत या बोली दस्तावेज में यथा विनिर्दिष्टानुसार और संकर्मों के उपापन के मामले में, संकर्म आदेश की रकम का 3 प्रतिशत;
- (ख) राजस्थान के लघु उद्योगों के मामले में, माल के प्रदाय के लिए आदिष्ट परिमाण की रकम का 0.5 प्रतिशत; और
- (ग) लघु उद्योगों से भिन्न, रुग्ण उद्योगों के मामले में, जिनके मामले औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड (बीआईएफआर) के समक्ष लंबित हैं, प्रदाय आदेश की रकम का 1 प्रतिशत; और
- (ii) उप-नियम (3) में, खण्ड (च) के विद्यमान परन्तुक के स्थान पर निम्नलिखित प्रतिस्थापित किया जायेगा, अर्थात्:-

"परन्तु राजस्थान लोक उपापन में पारदर्शिता (द्वितीय संशोधन) नियम, 2020 के प्रारंभ की तारीख से 31.12.2021 तक की कालावधि के दौरान संकर्मों के उपापन के मामले में, सफल बोली लगाने वाला संविदा करार पर हस्ताक्षर करते समय अपने प्रत्येक चालू और अंतिम बिल में से बिल की रकम के 3 प्रतिशत की दर से कार्य सम्पादन प्रतिभूति की कटौती के लिए विकल्प प्रस्तुत कर सकेगा।"

[क्र. प. 2(1) एफडी/जी एण्ड टी-एसपीएफसी/2017,]

राज्यपाल के आदेश से,

विमल कुमार गुप्ता,
संयुक्त शासन सचिव।

राज्य केन्द्रीय मुद्रणालय, जयपुर।

 सत्यमेव जयते	राजस्थान राजपत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	अग्रहायण 27, शुक्रवार, शाके 1942-दिसम्बर 18, 2020 <i>Agrahayana 27, Friday, Saka 1942-December 18, 2020</i>	

भाग 4 (ग)

उप-खण्ड (I)

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

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, December 18, 2020

G.S.R.230 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020.

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

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

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

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

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

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

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

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

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

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

By Order of the Governor,

Vimal Kumar Gupta,

Joint Secretary to the Government.

Government Central Press, Jaipur.

Signature valid

Digitally signed by Rajesh Bhatnagar
Date: 2020.12.24 16:51:44 IST
Location: Rajasthan-Raj

कार्यालय मुख्य अभियन्ता, सार्वजनिक निर्माण विभाग, जयपुर

अति-आवश्यक/तत्काल

क्रमांक: मु.अ./अनु.ग्यारह/2021-22/डी:-27 ए

दिनांक:-05.08.2021

अतिरिक्त मुख्य अभियन्ता, समस्त संभाग कार्यालय
अधीक्षण अभियन्ता, समस्त वृत्त कार्यालय
अधीशाषी अभियन्ता, समस्त खण्ड एवं गुण नियंत्रण कार्यालय
परियोजना निदेशक, समस्त पीएमजीएसवाई/पीपीपी खण्ड
अधीशाषी अभियन्ता (मुख्यालय)
उद्यानविज्ञ/य. अधीक्षक/अधीक्षक (उद्यान) समस्त कार्यालय
सार्वजनिक निर्माण विभाग, राजस्थान।

विषय:- सत्यनिष्ठा संहिता संबंधी प्रावधान बोली दस्तावेजों में शामिल करने बाबत।

संदर्भ:- वित्त विभाग का परिपत्र क्रमांक: एफ.1(8)वित्त/साविलेनि/2011 दिनांक: 04.02.2013 तथा भारत के नियंत्रक महालेखापरीक्षक प्रतिवेदन (आर्थिक क्षेत्र) वर्ष 2017-18 समाविष्ट अनुच्छेद संख्या 2.1.8.2

उपरोक्त विषयान्तर्गत वित्त विभाग का परिपत्र क्रमांक: एफ.1(8)वित्त/साविलेनि/2011 दिनांक: 04.02.2013 तथा भारत के नियंत्रक महालेखापरीक्षक प्रतिवेदन (आर्थिक क्षेत्र) वर्ष 2017-18 समाविष्ट अनुच्छेद संख्या 2.1.8.2 के क्रम में लेख है कि वित्त विभाग के संदर्भित परिपत्र दिनांक: 04.02.2013 के अनुसार स्टैंडर्ड बिडिंग डायग्राम जारी होने तक निम्नलिखित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुए ही बिड दस्तावेज जारी किये जाने हेतु निर्देशित किया गया है:-

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

Annexure B: Declaration by Bidders regarding Qualifications

Annexure C: Grievance Redressal during Procurement Process

Annexure D: Additional Conditions of Contract

अतः समस्त अधीनस्थ कार्यालयों को निर्देशित किया जाता है कि उक्त संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुए ही बिड दस्तावेज जारी किया जाना सुनिश्चित किया जावे।



(रमेश साँखला)

वित्तीय सलाहकार

सा.नि.वि. राज. जयपुर

दिनांक:-05.08.2021

क्रमांक: मु.अ./अनु.ग्यारह/2021-22/डी:-27 ए

प्रतिलिपि निम्न अधिकारियों को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, प्रमुख शासन सचिव, सा.नि.वि., राज., जयपुर।
2. निजी सचिव, समस्त मुख्य अभियन्ता, सा.नि.वि., राज., जयपुर।
3. निजी सचिव, वित्तीय सलाहकार (एन.एच.) सा.नि.वि., राज., जयपुर।
4. मुख्य लेखाधिकारी, समस्त संभाग, सा.नि.वि., राज., जयपुर।



(रमेश साँखला)

वित्तीय सलाहकार

सा.नि.वि. राजस्थान, जयपुर

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

No. **SECSS/DC/D-134**

Date **19/7/2011**

Additional Chief Engineer

PWD Zone(All)

Sub : Establishment / Verification of field Laboratory

Sir,

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

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

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

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

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

Enclosure (s) : As

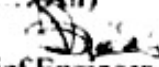

Chief Engineer (SS)
PWD Rajasthan, Jaipur

No. **SECSS/DC/D-134**

Date : **19/7/2011**

Copy submitted / Forwarded to following for information & necessary action

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


Chief Engineer (SS)

VERIFICATION OF FIELD LABORATORY

1. Name of Work :

2. Name of Agency :

3. Stipulated Date of Commencement :

4. Date of Establishment of Field Lab :

5. Location of Field Lab :

6. Date of Verification :

7. STATUS OF TECHNICAL STAFF

S. No.	Requirement
--------	-------------

Availability at Site (Name)

1. Engineer (1 No.)

2. Technical Assistant (2 Nos.)



Principal Secretary
Labour, Employment & Technical Education (Training)
प्रमुख सचिव
श्रम, नियोजन एवं तकनीकी शिक्षा (प्रशिक्षण) विभाग
Government of Rajasthan, राजस्थान सरकार
Phone : 91-141-2227611

D.O. letter no. F(8)(1) म.सा.नि./IR/10
Dated 17.5.2010

My dear Afzal ji,

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

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

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

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

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

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

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

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

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

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

With regards.

Yours sincerely,

(Manohar Kant)

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

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.”

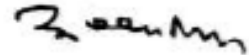
By Order .


(G.D. 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

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

क्रमांक :- एफ.28(जन/विविध/अनु-3/डी - 1999

दिनांक :- 8-12-09

कार्यालय आदेश

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

यह आदेश तुरन्त प्रभाव से लागू होंगे।

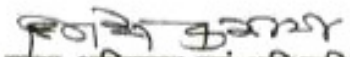

मुख्य अभियन्ता एवं अति.सचिव
सा.नि.वि.राजस्थान,जयपुर

क्रमांक :- एफ.28(जन/विविध/अनु-3/डी

दिनांक :-

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

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


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

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

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

Jaipur, dated: 28-5-2016
Circular No.: 46/2016

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."

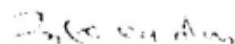
By Order


(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.Accountant Officer

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

NO. SE(Roads) / EE GWP-II / 16 / D-122

Date 13/6/2016

Circular

For proper monitoring of construction works and to avoid unnecessary delay in the completion of works the following conditions should be added in bidding documents:-

1. The Bidder shall submit a Construction Schedule as to how he proposes to commence the works and there after shall complete various stages of the works within the time schedule given by the Procuring Entity for stagewise completion of the works with bidding documents.
2. Before starting of work, Contractor shall submit to the Engineer Incharge for approval a Program for execution of the works including Environmental Management Plan showing the general methods, arrangements, sequence and timing for all the activities in the works along with monthly cash flow forecast. The programme shall be updated monthly by the Contractor showing the actual progress achieved on each activity and the efforts which shall be made by him to make up for the shortfall, if any in the progress achieved and its effect on the completion period of the project, and submitted to the Engineer Incharge by 7th day of the succeeding month for review.

प्रा. अति. मु. : दीयता
जा. नि. वि. ज. : दीयता
प्रति. स. : दीयता
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(G.L. Rao) 9-6-16
Chief Engineer & Addl. Secretary
PWD, Rajasthan, Jaipur.
Date 13/6/2016

for information and necessary action:-

1. PS to the Addl. Chief Secretary, PWD Rajasthan, Jaipur.
2. PS to the Secretary, PWD Rajasthan, Jaipur.
3. Chief Engineer (Building/SS/NH/QC/PMGSY), PWD Rajasthan, Jaipur.
4. Financial Advisor, PWD Rajasthan, Jaipur.
5. Additional Chief Engineer (OPRC/PPP/Administration/ WB/BOT) PWD, Jaipur.
6. Additional Chief Engineer, PWD Zone (All).
7. Superintending Engineer (TA-I/Roads/Bldg./NH/SS/PPP/BOT/ PMGSY/SS/D&S), PWD, Jaipur.
8. Superintending Engineer, PWD Circle (All).
9. Executive Engineer, PWD Division (All).

(G.L. Rao) 9-6-16
Chief Engineer & Addl. Secretary

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

No.: CE&AS/TA-I/EE(D&T)/2016-17/D-126

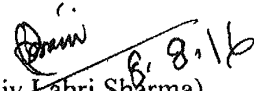
Dated: 08.08.2016

Circular

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

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

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


(Shiv Lahri Sharma)

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

No.: CE&AS/TA-I/EE(D&T)/2016-17/D-126

Dated: 08.08.2016

Copy to following for information and necessary action please:-

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


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

Circular

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

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

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

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

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

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

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

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

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

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

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Only new steel shall be delivered to the site. Every bar shall be inspected before assembling on the work and defective, brittle or burnt bars shall be discarded. Bar with cracked ends shall be discarded.

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


6/10/2021
(Sanjiv Mathur)
CE (Road) & AS PWD
Rajasthan Jaipur

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

Dated: 06/10/2021

Copy to following for information and necessary action please:

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


6/10/2021
(Sanjiv Mathur)
CE (Road) & AS PWD
Rajasthan Jaipur



राजस्थान सरकार
वित्त (जीएण्डटी) विभाग

क्रमांक: प. 6 (5) वित्त/साविलेनि/2018

जयपुर, दिनांक : 27.04.2020

परिपत्र

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

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

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

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



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

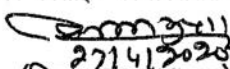
8. ई-प्रोक्योरमेन्ट हेतु बोली दस्तावेज मूल्य, बिड सिक्योरिटी एवं RISL फीस का भुगतान एक ही चालान से ई-ग्रास के माध्यम से जनरेट किये जाने पर संबद्ध एजेन्सी बैंक को तीनों बजट मदों की कुल राशि एवं जीआरएन नम्बर के साथ प्रेषित किया जायेगा तथा बैंक द्वारा जमा राशि के स्कॉल दिये जाने पर सिस्टम पर ई-कोषालय को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

अतः उक्त दिशा-निर्देशों की अक्षरशः पालना की जावे।


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

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

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


(विमल कुमार गुप्ता)
संयुक्त शासन सचिव

(GF&AR 5/2020)

Transparency Act

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date :

Signature of bidder

Place :

Name:

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is :

The designation and address of the Second Appellate Authority is :

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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.

**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.

RAJASTHAN STATE ROAD TRANSPORT CORPORATION,

**HEAD OFFICE, PARIVAHAN MARG,
JAIPUR-302001**

AGREEMENT NO.....
YEARTO.....
.....Circle

Photo to be
affixed of the
Contractor

Division :

Sub-Division :

Name of Work :

Name of Contractor :

A.T.F. Sanction No. :Date.....Rs.....

Technical Sanction No. :Date.....Amount.....

Job Number :

a) Stipulated Date of start of Work :

b) Stipulated Date of completion of work :

c) Actual Date of completion of work :

Extension applied on & Sanctioned :

Vide No.Date2012.....

Details of Documents:

a) Percentage Rate Tender RPWA 100

b) Schedule A to F

c) Schedule H

d) Schedule G

e) Schedule

f) General Specification and Conditions of Contract

g) Contractor's Labour Regulations

h)

i)

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 Managing Director or other duly authorized Engineer.
The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/ schedule 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 Managing Director or other duly authorized Engineer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each partner, thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage more or less on all the estimated rates/scheduled rates shall be mentioned. Tenders which propose any alteration in the work, specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions or 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 envelop.
5. The Managing Director or other only authorized Engineer will open the tenders in the presence of any contractor (s) or their authorized representative 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 RPWA20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the contractor, who shall sign copies of the specifications and other documents mentioned in Rule-1 in the event of a tender being rejected the Earnest Money forwarded with such unaccepted tenders shall be returned to the contractor making the same.
6. The Managing Director or other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the Managing Director or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in completed in the office of the Managing Director or duly authorized Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of Earnest Money and/or delist the Contractor.

10. The tenderer shall sign a declaration under the official secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

Declaration

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

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause-36-A, B, C & 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 tender of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check, there are some discrepancies the following procedure shall be followed:-
- i. Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
 - ii. When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - iii. While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.
 - iv. In case where percentage is given but the 'above' or 'below' not scored, the tender will not non-response.
16. The contractor shall comply with the provisions of the Apprenticeship Act, 1961 and the rules and orders issued, thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
17. The contractor shall read the specifications and study the working drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim whatsoever for not giving the site in full on award of the work or for giving the site

gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land approach roads etc.

19. The tender documents show already the specific terms and conditions on which tenders are required by R.S.R.T.C. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary and initialed incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm; as such conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
21. The Managing Director or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-charge shall be at liberty to forfeit the said earnest money absolutely.
22. The contractor shall submit the list of the works, which are in hand (progress) in the following form:-

Name of work	Name and particular of the sub- division, where work is being executed	Amount 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 in both the language, 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 over writings must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this 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 for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

Tender for works:

I/We hereby tender for the execution for the Chairman of the R.S.R.T.C. of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures) % (as well as in words) percent below/above the amount, entered in the schedule 'G' in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule-1 in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- a. General description of work
- b. Estimated cost Rs.....
- c. Earnest money Rs..... @ 2% for enlisted contractors outside their zone and 1/2% within their zone of enlistment.
- d. **Security Deposit:**

The security deposit @10% of the Gross amount of the running bill, shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from the running bills shall not be converted in any mode of securities like bank guarantee, F.D.R. etc. The earnest money deposited shall however be adjusted, while deducting security deposit from first running bill of the contractor. There will be maximum limit of security deposit.

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

Bank guarantee shall in all cases be payable at the head quarter of the Division or the nearest district head quarter.

- e. Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is months. Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Chairman of R.S.R.T.C. or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs..... is forwarded herewith in the form of Cash, Bank Draft, Bankers cheque as Earnest Money. This amount of earnest money absolutely be forfeited to the Chairman R.S.R.T.C. or his successor in office without prejudices to any other right or remedies of Chairman, R.S.R.T.C. or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness

Signature of Contractor

Witness's address & occupation

Address of Contractor

Date

The above tender is hereby accepted by me on behalf of the Chairman, R.S.R.T.C.

Dated the

Engineer-in-charge

GENERAL 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. 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 (2% of the Estimated Value) deposited shall however be adjusted while deducting security deposit from the running bill of the Contractor. There will be no maximum limit of security deposit.

However, a Contractor may elect to deposit full amount of 10% of the Work Order Amount as Security Deposit in the shape of Bank Guarantee / Performance Bank Guarantee, in favour of **RAJASTHAN STATE ROAD TRANSPORT CORPORATION (RSRTC)**, or any acceptable form of security before or at the time of executing agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. 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 Contractor to RSRTC 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 therefrom, or from any sums, which may be due or may become due to the CONTRACTOR by RSRTC on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 working days thereafter, make good in cash or in the form of Bank Guarantee of Nationalized / Scheduled bank, as aforesaid, any sum or sums which may have been, deducted from or raised by sale of his security deposit or any part thereof.

In case of Bank Guarantee of any Nationalized / Scheduled Bank is furnished by the Contractor to RSRTC, as part of the Security Deposit and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand furnish additional security to RSRTC 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 RSRTC shall not wait till the disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from RSRTC stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand so made, shall be conclusive as regards to amount due and payable by the bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid upto the specified date unless, extended on demand by the Engineer-in-Charge, which shall include the period of completion of the contract and the defect removal period as per terms of the Agreement. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Contractor, the Managing Director, RSRTC or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

RSRTC is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by

the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor

CLAUSE 2: COMPENSATION FOR DELAY

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/ competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the Contract, on the part of the Contractor. To ensure good progress during the execution of work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds 1 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, he shall be liable to pay compensation to RSRTC at every time span as below:

A.	Time Span of full Stipulated period	1/4 th (..... days)	1/2 th (..... days)	3/4 th (..... days)	Full (..... days)
B.	Work to be completed in terms of money	1/8 th (Rs.)	3/8 th (Rs.)	3/4 (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 RSRTC and Contractor, competent authority may reduce the compensation in proportion of delay attributable to RSRTC over entire delayed period over that span after clubbing up the split delays attributable to RSRTC and this reduces compensation would be applicable over the entire delayed period without paying any 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 RSRTC] + 5 days [attributable to Contractor] + 5 days [attributable to RSRTC] + 5 days [attributable to Contractor] + 5 days [attributable to RSRTC] + 5 days [attributable to Contractor].

Total delay is thus clubbed to 15 days [attributable to RSRTC] and 15 days [attributable to Contractor].

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

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

In case the delay in execution of work is attributable to the Contractor, the span wise compensation, as laid down in this clause shall be mandatory. However in case the slow progress in one time span is covered up within original stipulated period then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in a particular time span. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to Contractor, otherwise, without compensation.

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in-charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in foregoing paragraph of this clause provided that the entire amount of compensation to be levied under the provision of this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to RSRTC 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 contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases.

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by due date for completion or if 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 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 Chairman of RSRTC 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 RSRTC.
- (b) To employ labour paid by RSRTC and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has 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 RSRTC 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 RSRTC under this Contractor or any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds or sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

CLAUSE 4: CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION, IF ACTION NOT TAKEN UNDER CLAUSE 3:

- (i) In any-case in which any of the powers conferred by clause 3 hereof, shall have become exercisable and the same have not been exercised the non-exercise, thereof, shall not constitute waiver of any the conditions hereof, and such power shall not with starting , be exercisable in the event of any future case of default by the Contractor for which, by any clause or clause 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 Managing Director, RSRTC or duly authorized Engineer [whose certificate, thereof, shall be final and

conclusive], otherwise the Engineer-in-charge may, by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools plant, materials or stores from the premises [within a time to be specified in such notice], and in the event of the Contractor failing to comply with any requisition, the Managing Director, RSRTC or other duly authorized Engineer may remove them at the Contractors expenses sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Managing Director, RSRTC or other duly authorized Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

CLAUSE 5: EXTENSION OF TIME

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

CLAUSE 5 A: MONTHLY RETURN OF EXTRA CLAIMS

Contractor has to submit a return every month for any work claimed as extra. The Contractor shall deliver the return in the office of the Executive Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed as extra by the Contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in RSRTC for the time being. The Contractor shall be deemed to have waived all claims, not including 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 RSRTC 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 dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the Contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pit, as aforesaid, and the Contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge 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 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 10/30 days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there are 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 the 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). (10 days will apply to work at the Head Quarter of Engineer-in-charge and 30 days for works at other place)

CLAUSE 7: PAYMENTS OF INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE

No payments shall be made for works estimated to cost less than Rupees Twenty Five Thousand Only, 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 vary or affect the contract. The final bill shall be made / submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

CLAUSE 7 A: A TIME LIMIT FOR PAYMENTS OF FINAL BILLS

The final bill shall be paid within 3 months on presentation by the Contractor after issuance of final completion certificate in accordance with Clause 6 of the conditions of the Contract. If there shall be any dispute about any item(s) of the work, then the undisputed item(s) only shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with Clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The Contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claim 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 of the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book which shall be binding on the Contractor in all respects.

CLAUSE 8 A: CONTRACTOR TO BE GIVEN TIME TO FILE OBJECTION TO THE MEASUREMENT RECORDED BY RSRTC

Before taking any measurement of any work as have been referred to the preceding clauses 6, 7 & 8 the Engineer-in-charge or subordinate, deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event, the measurements taken by the Engineer-in-charge or by the subordinate 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 9: BILLS TO BE ON COMPUTERIZED PRINTED FORMS:

The Contractor shall submit all bills on the computerized prints in approved formats by EIC. A soft Copy of the Bills shall also be submitted along with the hard copy of the Bills including all the Measurement Sheets with all relevant formulae. The System of Billing shall be Cumulative Billing System and all Measurements shall be jointly signed between the OWNER & the CONTRACTOR before making detailed Measurement Sheets / Book.

CLAUSE 9 A: PAYMENTS OF CONTRACTOR'S BILLS TO BANKS

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the Contractor has furnished to the Engineer-in-charge (i) an authorization in the form of a legally valid document, such 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 RSRTC, or his signature on the Bill or other claim preferred against RSRTC before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the Contractor should whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-à-vis RSRTC.

CLAUSE 10: STORES SUPPLIED BY RSRTC

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that Contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the Contractor under the contract or otherwise or

against or from the Performance Guarantee and or Security Deposit or the proceeds of sale, if the same is held in RSRTC securities, the same or sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor either from RSRTC stores or with the assistance of RSRTC shall remain the absolute property of RSRTC. 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, at all times open for inspection by the Engineer-in-charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the RSRTC's Stores. If by a notice in writing under his hand, he shall so require, and if on service of such notice, the Contractor fails to return such materials so required, he shall be liable to pay the price of such materials in accordance with the provisions 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 Contractors, he shall be paid for at the price originally charged excluding storage charges, in case of materials supplied from RSRTC stores and actual cost including freight, cartage, taxes etc. paid by the Contractor, in case of supplies received with the assistance of RSRTC, which, however, should in no case exceed market rate prevailing at the time materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its conditions 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 of contravention of the terms of the license or permit and / or for criminal breach of trust, pay to RSRTC all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

CLAUSE 10 A: REJECTION OF MATERIALS PROCURED BY THE CONTRACTOR

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the Engineer-in-charge shall be at liberty to employ other person(s) to remove the same without being answerable or accountable for any loss or damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-charge may cause the same to be supplied and all costs which may attend such removal and substitution, are to be borne by the Contractor.

CLAUSE 10 B: PENAL RATE IN CASE OF EXCESS CONSUMPTION

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

CLAUSE 10 C: HIRE OF PLANT & 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 RSRTC Rules, **as per Schedule annexed to these conditions**. Rates of such Plant and Machinery shall be got revised periodically so as to bring them at par with the market rate.

CLAUSE 11: WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING ORDERS ETC.

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

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

CLAUSE 12:

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

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

- (a) For buildings, compound wall, plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- (c) For retaining walls, where a floor level is not determinate, 1.2 meters above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling work.
- (e) For water supply lines, sewer lines underground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-charge may decide relating to foundation.

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

CLAUSE 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. The limit shall not be applicable on items relating to foundation work which shall be executed as per original rates of provision of clause 12(i) or (iv).

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

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

CLAUSE 13: NO COMPENSATION FOR ALTERATIONS IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If, any time after the commencement of work, RSRTC, shall for any reason, whatsoever, not require the whole work thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for

compensation by reasons of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work as 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 RSRTC stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the Contractor, and in this respect the decision of the Engineer-in-charge shall be final.

CLAUSE 14: ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If, it shall appear to the Managing Director, RSRTC or any authorized authority or the Engineer-in-charge or his subordinates in-charge of the work, or to the committee of retired officer / officers appointed by the RSRTC for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost, and in the event of his failing to do so, within a period to be specified by the Engineer-in-charge in his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week, not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or remove and re-execute the work 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 officer e.g. Superintending Engineer, Managing Director, RSRTC, and his subordinates and any other authorized agency of RSRTC and the Contractor shall, at all times during the usual working hours, and at all other items at which reasonable notice of the intention of the Engineer-in-charge or his subordinate or any other authorized agency of RSRTC or committee of retired officer / officers appointed by the RSRTC for the purpose to visit the works shall have been given to Contractor, either himself be present to receive orders and instruction or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

CLAUSE 16: NOTICE TO BE GIVEN BEFORE ANY WORK IS COVERED UP

The Contractor shall give not less than 7 days' notice, in writing to the Engineer-in-charge or his subordinate-in-charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of the work, and if, any work, shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained,

the same shall be uncovered at the Contractor's expense or in default, thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed.

CLAUSE 17: CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS:

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

CLAUSE 18: CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

The Contractor shall arrange and supply at his own cost, all material (except such special materials, if any as may in accordance with the contract, be supplied from the Engineer-in-charge's stores) plants, tools, appliances, implements, ladders, cordage, cackle. Scaffolding and temporary work a 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 requirement of the Engineer-in-charge as to any matter as to which, under these conditions, he is entitled lobe satisfied of which he is entitled to require, together with carriage thereof to and from the work. This Contractor shall also arrange and supply., without charge, the requisite number of persons with the means and material necessity for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee and/ or Security Deposit or the proceeds of sale thereof, or a sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may with 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 GUARANTEE FORFEITED FOR SUBLETTING, BRIBING OR IF CONTRACTOR BECOMES INSOLVENT:

The contract shall not be assigned or sublet without the written approval of the Managing Director, RSRTC, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceeding of mark any composition with his creditors or attempt solo 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 of agents, to any public officer or person, in the employ of RSRTC, in any way, relating to this office or employment, or if any such officer or person shall become, in any way, directly or indirectly interested in the contract, the Managing Director, RSRTC may, there upon by notice, in writing, rescind the contract and the **Performance Guarantee and/OR Security Deposit** of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of RSRTC and the same consequences shall ensure as, if the contract had been rescinded under **Clause 3** hereof and in addition the Contractor shall not be entitled to recover or be paid for any work 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 RSRTC 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 of a Hindu Undivided Family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of **Clause 19** hereof, and the same action may be taken, and the same consequences shall ensue, as provided in the said Clause 19.

CLAUSE 22: WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE:

All the works to be executed under the contract, shall be executed under the direction and subject to the approval in all respect, of the Engineer-in-charge of RSRTC for the time being who shall be entitled to direct, at what point or points and in what manner they are to be commenced, and from time to time, carried on.

CLAUSE 23: DISPUTE RESOLUTION & ARBITRATION:

- (1) **Dispute Resolution**: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall, in the first instance, be resolved by referring such dispute or difference to the standing committee, constituted by Rajasthan State Road Transport Corporation's office order no. HO/Law/Gen/17/781 Dated 03.10.2017. The Standing Committee so constituted shall ensure full compliance with the office order referred to above.
- (2) **Arbitration**: If the second party (Lessee/contractor etc.) does not wish to take recourse to the dispute resolution mechanism outlined vide Rajasthan State Road Transport Corporation's office order no. HO/Law/Gen/17/781 dated 03.10.2017 referred to above, or if the second party is not satisfied with decision of the second party is not satisfied with the decision of the Standing Committee constituted there under, then such dispute or difference relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a Sole Arbitrator to be appointed by the first party (Rajasthan State Road Transport Corporation) following the qualifications and disqualifications laid down under section 12 of the Arbitration & Conciliation Act, 1996 as amended.

CLAUSE 23: A CONTRACTOR TO INDEMNIFY FOR INFRINGING OF PATENT OR DESIGN:

Contractor shall fully indemnify Chairman, RSRTC against any action, claim or proceeding, relating to infringement or use of any patent or design or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any article of part thereof, included in the contract, in the event of any, claims made under or action brought against RSRTC. In respect of any such matters as aforesaid, the Contractor shall be, immediately, notified 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 Chairman, RSRTC, 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 RSRTC

The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work of any part thereof, or in making up strides 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 purpose of this contract, shall include the cost or carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same as 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 provision 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 I, such work shall be carried out in accordance with the detailed specification of the RSRTC or the manufactures specifications, in accordance with the instructions and requirement of the Engineer in-charge.

CLAUSE 27: DEFINITION OF WORK

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

CLAUSE 27 A: DEFINITION OF ENGINEER-IN-CHARGE

The term "Engineer-in-charge" means the Executive Manager (Civil), who shall supervise, and be in charge of the work and who shall sign the contract on behalf of RSRTC.

CLAUSE 28:

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

CLAUSE 29: PAYMENT AT REDUCED RATES ON ACCOUNT OF ITEMS OF WORK NOT ACCEPTED AND NOT COMPLETED TO BE AT THE DISCRETION OF THE ENGINEER-IN-CHARGE

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

CLAUSE 29A: PAYMENT 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 tender premium than 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 the "Tender for works" will be deducted/added form/ to the gross amount of bill before deducting the value of any stock issued.

CLAUSE 31: CONTRACTOR TO ADHERE TO LABOUR LAWS/REGULATION :

The Contractor shall adhere to the requirements of the Workmen'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 Compensation Act, hereinafter called the said Act. If such compensation is paid by RSRTC as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor it shall be recoverable by RSRTC 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.

CLAUSE 32: WITHDRAWAL OF WORK FROM THE CONTRACTOR:

(a) Withdrawal of Part of the work or work not executed:

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

(b) Withdrawal of whole of the work:

If, for any reason, at any stage of the work, the Engineer in-charge thinks that the work is not to be executed through the Contractor, he shall withdraw whole of the work from the Contractor and no claim on account of assumed profit for the work not executed shall be admissible to the Contractor. No other compensation shall be admissible in such an eventuality.

CLAUSE 33:

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

CLAUSE 34: PROTECT WORKS

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

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge, are necessary for the proper and workmanlike 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: PAYMENTS OF SALES TAX, AND ANY OTHER TAXES

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

CLAUSE 36 D:

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

CLAUSE 37: REFUND OF PERFORMANCE GUARANTEE & SECURITY DEPOSIT:

The performance guarantee and / or security deposit will be refunded after expiry of the period as prescribed below:-

- a) In case of contract relating to hiring of trucks and other T&P, transportation including loading, unloading of materials, the amount of performance guarantee/ security deposit is refundable along with the final bill.
- b) Supplies of material: As per provision of the G.F. & A.R.
- c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid.

- d) **Original works/Special works/Renewal works:** 6 months after completion except in case of works, such as building works, bridge works, cross drainage works, Dams Canals, water supply and sewerage schemes (except where provided otherwise in any specified case) etc. the performance guarantee / security deposit will be refunded 6 months after completion or expiry of one full rainy season or after expiry of defect liability period, whichever is later, provided the final bill has been paid.

CLAUSE 38: FAIR WAGE CLAUSE

- a) The Contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by Government but RSRTC 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 may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages 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 reason of non-full fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- e) Vis-à-vis, 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.
- g) CPF @ 12% of wages of the workman of the Contractor alongwith equal share of the employer's contribution shall be deducted by Executive Manager (Civil) from the bill of the Contractor under P.F. Scheme. In case the wages paid are less than minimum wages paid by the Contractor the deduction shall be made on the minimum wages and not on the actual wages. However, if the wages paid by the Contractor are more than the minimum wages deduction shall be made sent by the E.M. (Civil) to secretary, Board of Trustees, RSRTC through AAO (Payment), Head Office, every month latest by 5th of the following month.

CLAUSE 39: CONTRACTOR TO ENGAGE TECHNICAL STAFF

The Contractor shall engage the technical staff, as follows, on the contracted work:

- (a) For works costing Rs. 100 Lacs 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 to Rs. 50 Lac One qualified diploma holder.

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

CLAUSE 39A:

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued there under, from time to time. If he fails to do so, his failure will be 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 relevant safety code as may be applicable for various items involved in the contract.

CLAUSE 41: NEAR RELATIVES BARRED FROM TENDERING

The Contractor shall not be permitted to tender for works in RSRTC if his near relative is posted on the Project site 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 officer in RSRTC. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of the RSRTC. If such fact 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 may allot the work/ remaining work to any registered Contractor on the same rates as per rules.

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

CLAUSE 42: RETIRED GAZETTED OFFICERS BARRED FOR 2 YEARS

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of Government of Rajasthan or in any engineering wing of RSRTC, is allowed to work as a Contractor for a period of 2 years of his retirement from Government of Rajasthan or RSRTC service without the previous permission of Government of Rajasthan or RSRTC as the case may be. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government of Rajasthan or RSRTC as aforesaid, before submission of the tender or engagement in the Contractor's service, as the case may be.

CLAUSE 43: QUALITY CONTROL

RSRTC shall have right to exercise proper quality Control measures. The Contractor shall provide all assistance to conduct such tests. He shall establish a field laboratory and provide necessary equipment for testing purposes at his cost, as may be directed by the Engineer In-charge.

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 Managing Director, RSRTC or duly authorized Engineer shall have the option of terminating the contract without any compensation.

CLAUSE 45: PRICE VARIATION CLAUSE:

Not applicable.

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 RSRTC in the BoQ / Schedule G, the rates as given in the Basic Schedule of Rates of RSRTC for the area shall be taken as correct.

CLAUSE 48: POST PAYMENT AUDIT AND TECHNICAL EXAMINATION:

RSRTC 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 results 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 specification, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for RSRTC 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 RSRTC to the Contractor.

CLAUSE 48 A: PRE CHECK OR POST CHECK OR BILLS:

RSRTC shall have right to provide a system of pre-check of Contractor's bills by a specified Organization, and payment by an Engineer or Dy. G.M. (Finance) or his representative such as Accounts Officer/Sr. Accounts Officer, as the RSRTC may in its absolute discretion prescribe. Any overpayments/excess payment 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 RSRTC reserves to itself, the right to prescribe a scale of check measurement of work in general, or specific scale for specific works or by other special orders (about which the decision or the RSRTC 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 RSRTC.

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 RSRTC and will be disposed off to the best advantage of RSRTC as per direction of the Engineer-in-charge.

CLAUSE 50: RECOVERY FROM CONTRACTORS

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, RSRTC 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 RSRTC. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to RSRTC on demand the balance remaining dues.

RSRTC 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 or any of the matters comprised in this agreement, the same shall be settled by 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 :SPECIAL CONDITIONS OF CONTRACT

1. The contractor should establish fully equipped Q.C. lab at site (Annexure-C) & also arrange assistant for conducting tests, at his own cost as per instructions of Engineer In-charge.
2. The work shall include all lead and lift to complete work in all respect.
3. The contractor shall arrange all Men, Material and T&P to complete the work well in time.
4. The contractor will arrange Electricity and Water at his own cost.
5. Any damaged occur to the structure during construction period shall have to rectify by the contractor at his own cost under direction of Engineer-in-charge.

6. Work shall be carried out as per relevant specification for each item and Indian Standard specification assigned for such work.
7. Contractor shall have to get approved the samples and make of all items etc. from Engineer-in-charge, prior execution of work.
8. Scope of work shall include all cutting by machines in wall, floors and making the same as directed by the Engineer-in-charge.
9. The overall cleaning of site and disposal of building rubbish, surplus material etc. done by contractor as directed by Engineer-in-charge.
10. If there is any typographical or clerical error or otherwise in "G"-Schedule respective items as given in rates are based on **PWD BSR-2022 effective from 28.09.2022 for Building Works with all subsequent corrigendum**, based on which Schedule "G" has been prepared shall prevail for all contractual purpose.
11. The labour engaged by the contractor for carrying out the work shall be at own risk and cost he is bound to protect the interest of labour right as per Laws and Rules prevailing and enforce.
12. All contractors with Govt. shall required registration of workers under the PWD/Labour act and extension of benefits to such workers under the Act.
13. Steel shuttering plates used on work shall be in good condition. In case ply8 is used the same shall be new when brought to site for use in shuttering.
14. Contractor has to incase / cover the working area with 20' high G.I. sheet at his own cost.
15. The contractor has to furnish rate analysis of quoted rate along with bid to the items under which rates to be quoted.
16. Work of Anti-termite Treatment shall be carried out by Licenced/Approved/Approved personals with spray machines or as specified.
17. Contractor shall be fully responsible for provident funds, insurance etc. for workers engaged by him on the work.
18. The final bill shall be paid after receipt of NOC from mining department.
19. The drawings enclosed with the bid document are the conceptual drawing and modification may be done to suit the client requirement.
20. Defect liability period of work shall be 3-years reckoned from date of actual completion of the Building work.
21. Regarding refund of Security Deposit, Modified Agreement Format shall be applicable (As per Annexure)
22. All circulars/ standing orders/ office orders issued by the XEn/EM, Civil, RSRTC from time to time regarding execution of work shall be bedding on the contractor.
23. Steel reinforcement to be used in this work shall be of TATA/ TISCO/SAIL/RINL make for which no extra charge will be made.
24. The contractor is responsible for design of RCC members in above work which includes the submission of General Arrangement drawing for columns, beam etc. After approval of GAD he will carry out the detailed design of RCC members from the structural consultant and proof checking from the MNIT Jaipur, after submitting the design and bar bending schedule of RCC work. The approval will be given by the competent authority / Engineer-in-charge only thereafter he will start the work. No extra payment will be payable for this job.
25. Steel structure (MS Pipe/RS joist. angle, channels etc.) to be used in this work shall be TATA/Jindal Hissar/SAIL.

CLAUSE 53: REGARDING DEFECT LIABILITY PERIOD OF BUILDINGS WORKS COSTING MORE THAN RS.10.00 LACS

The existing clause 37 (d) of "Condition of Contract" in Appendix XI of PWF&AR Part-II shall be substituted (d) original works/ special repair works: security will be refunded six month after completion, as 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". After the clause 37 (d) as above, a new item (3) shall be added the above amendments made "In case of RSRTC original works/special repair works costing more than Rs.....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 thereafter 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.

1. Defect liability period for Civil works shall be 3 years reckoned from date of actual completion of the building works. Generally following defects are covered for 3 years years.
2. Surface cracks on RCC works.
3. Cracks in masonry, wall, pillars etc.
4. Dampness on surface of wall ceiling, flooring etc.
5. De-lamination and unevenness of surface.
6. Leakage, cracks in drainage system, dampness in sunk portions.
7. Defects in paint works, distempering, white wash etc. for example, unevenness in shade peeling out, flaks on the surface etc.
8. Cracks, settlement, unevenness, opening of joints in floorings.
9. Doors, windows and ventilators opening and closing are not smooth. Fittings & fixtures are not functioning smoothly.
10. Steel fabrication works grinded properly and finished.
11. Leakage/chocking in pipe lines, taps, valves, showers, wash basin etc. sanitary ware fittings not functioning smoothly.
12. External services for storm water, sewerage, rainwater harvesting system not functioning properly.
13. In addition to the above, any defects identified by the user/ or Engineer-in charge shall be rectified by the contracting agency with in notified period assigned by the Engineer-in charge.
14. General : Inspection of works during Defect Liability Period:-
 - a. The contracting agency shall undertake joint detailed inspection along with Engineer-in charge/ AEN, at least once in One months in case of all Buildings/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 inspections 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.
 - b. One register has to maintain by every AEN for recording the inspection details of woks in his jurisdiction under defect liability period.
15. Conditions regarding security deposit:-
 - a. **Security for DLP:** The contraction agency shall have to furnish security deposit in the form of bank guarantee for DLP as per requirement of clause 37 (e) of contract agreement valid form the date of completion, which shall be assigned by the Engineer-in charge.
 - b. **Forfeiture of Security Deposit:** In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in charge concerned under contract agreement, the Engineer-in charge shall serve a final notice for 15 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in charge will get the defects removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken aanst the contracting agency by the competent authority.
 - c. **Force Majeure:** The defect due to earthquake, cyclone and natural calamities shall not be the responsibility of contracting agency.

Schedule of Materials to be supplied by RSRTC, If available

(Referred to in Clause 10)

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

Schedule of Machinery /T & P to be supplied by RSRTC, if available (referred to in Cl. 18)

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

S. No.	Item	Rate	Place of Delivery/ 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.

Signature of Engineer-in-charge

Signature of Contractor

Date:

Date:

Date Signature of Engineer-in-charge

Dated..... Signature of Contractor

Notes: For Filling in the progress statement Form

1. Column 2,3 and 4 must be initialed and dated by the Contractor
2. Column 4 must be initialed and dated by the S.E. (Civil), RSRTC.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the Contractor read with clause 2 of the conditions of contract.
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 tender for, and six months period of completion, then the monthly rate of progress should be Rs. 4000/- If necessary quantities may also be specified in this column at the discretion of the S.E. (Civil), RSRTC, HO, Jaipur.
6. The Certificates as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the S.E. (Civil), RSRTC and the Contractor.

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 works and expressions shall have the meaning hereby assigned to them respectively, that is to say:-
 - i **"Labour"** mean workers employed by a Rajasthan P.W. Department Contractor directly or indirectly through a sub-Contractor or other person 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 includes time and piece, rate wages.
3. **Display of Notice regarding wages etc. :** The Contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and inconspicuous place 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 Managing Director, RSRTC 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 which his employment is terminated.
 - v All payments of the wages shall be made on a working day except when the work in 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 wage slips to a Contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work
- 7. Fines and deductions which may be made from wages:**
- i The wages of a worker shall be paid to him without any deductions of any kind except those authorised, namely the following.
 - a. Fines
 - b. Deductions for absence from duty i.e. from the place of places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c. Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
 - (i.a) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause 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 or 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 or fine may be imposed on a workman and displays it in a good condition in conspicuous place on the work.
- 9. Preservation of Register:** The wage register, the wage card and the register of fines deduction required to be maintained under these regulations, shall be preserved for 12 months after the date or the 1st entry made in them.
- 10. Powers of Labour Welfare officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State/RSRTC 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 regulation. 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 other dues be paid to the labour concerned. In case an appeal is made by Contractor under clause 12 of these regulations, actual payment to labour will be made by the Executive Engineer after the labour Commissioner had given decision of 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 authorized, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the Contractor.
- 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 authorized by the State Govt. on his behalf.
- 14. Submission of Returns:** The Contractor shall submit periodical returns as may be specified from time to time.
- 15. Amendments:** The State Govt. may, from time to time, add to or amend these regulations and on any questions as to the application, Interpretation effect of these regulations, the decision of the Labour Commissioner to the Govt. of Rajasthan or any other person authorised by the State Govt. in that behalf, shall be final.
- 16.** Service Tax Registration copy must be submitted by the contractor and all the taxes bearing by the contractor himself.

SCHEDULE OF FAIR WAGE TO GIVEN BY EXECUTIVE ENGINEER

LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

- (1) Willful insubordination or disobedience whether alone or in combination with another.
- (2) The fraud or dishonesty in connection with the Contractor business or property of RSRTC.
- (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 RSRTC. or the Contractor.
- (10) Sleeping on duty.
- (11) Malingering or slowing down work.
- (12) Giving of false information regarding name, age, father's name.
- (13) Habitual loss of wage cards supplied by the employers
- (14) Unauthorized use of employer's property or manufacturing or making of unauthorized articles at the work place.
- (15) Bad workmanship in construction and maintenance by skilled workers which is not approved by the RSRTC 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 business affairs of the employees
- (19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized 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 RSRTC STORE FOR WORK CONTRACTED TO BE EXECUTED AND THE RATE OF WHICH THEY ARE TO BE CHARGED FOR

Particulars	Rates which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	Np.	
Doors with Chowkhats				
.....do.....				
.....do.....				
Windows with Chowkhats				
.....do.....				
.....do.....				
Steel Shapes				
.....do.....				
.....do.....				
Bars Mild Steel				
Sheets plain, GI				
.....do.....				
Corrugated G.I. sheeting Wire				
Belts Tower				
.....do.....				
Locks, Mortice				
.....do..... rim				
Hinges, Butt				
.....do.....				
Hinges, Spring				
Cement, Portland				

Note:

The persons or firms 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 the contractor)

(Signature of the Engineer)

PROGRESS STATEMENT REFERRED TO IN CLAUSE 3 OF CONDITIONS OF CONTROL

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

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

Signature of Contractor

Date:

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

1. Column 2, 3 and 4 must be initiated and dated by the Contractor.
2. Column 4 must be initiated and dated by the SE (Civil), RSRTC.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the Contractor, specified in line 3, clause 2, page 3 of the "conditions of contract."
4. The date in column 3 must correspond to the period stated in clause (f) page 2 of the tender.
5. Column 4 This will ordinarily be worked out proportionately; thus if Rs. 24000/- is the cost of the whole of portion of work tendered for six months period of completion, then the monthly rate of progress should be Rs. 4000. If necessary quantities may also be specified in this column at the discretion of the S.E.(Civil), RSRTC.
6. The certificate as to intimation acceptance of tender printed at the foot of the form must be signed and dated both by the S.E.(Civil), RSRTC and the Contractor.

Statement of payment and recovery to be attached with Agreement of Works

S.No. of bill	Gross amount of bill	Progressive total amount of bill	Recoveries									Net amount of payment	CB Vr. No. & Date	Dated initials of	
			Materials T&P	Quantity hours	Amount	SD	Income tax deduction	Sales tax	Royalty	Other recoveries	Total recoveries			D.A.O.	E.E.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16