AGREEMENT NO.....

Year.....

.....Circle

Division.....

Subdivision.....

Name of work.....

Name of Contractor.....

Sanction No.....Dt.....Rs.....

Technical Sanction No.....

Job No.....

(a) Stipulated Dáte of štart of work.....

(b) Stipulated Dáte of Completion of work.....

(c) Actual Dáte of Completion.....

Extension applied on & sanctioned.....

Vide : C.E./S./E.E. No.....Dt.....200

Details of Documents Page

Page

(a) Percentage Rate Tender R.P.W.R. 100
(See rule-322 & note 1 below rule 331)

(b) Schedule A to F

(c) Schedule H

(d) Schedule G

(e) Schedule

(f) General Specification and Conditions of Contract

(g) Contractor's Labour Regulations

(h).....

(i).....

No.

Date

Copy forwarded to : 1. The Accountant General. Rajasthan, Jaipur/Chief Accounts Officer

2.The Superinfending Engineer

3.The Divisional Accountant' Divisional Accounts Officer/ Sr. DAO

4.The Assistant Engineer/ JEN

5.Audítor.

6.Shri.....Contractor

7 M/s.....

Amended up to 14-9-17

GOVERNMENT OF RAJASTHAN OFFICE
OF THE.....
NOTICE INVITING TENDERS FOR WORKS

1. Tenders áre herby invited on behalf of the Governor of Rajasthan fór the works of..... from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD,Postal, Telecom, Railway, MES, other State Govemment/Central Government Undertaking/Organisations equivalent to AA and A Class of Rajasthan áre also eligible after giving prescribed Earnest Money to tender fór works as Under;
   (i) Contractor equivalent to AAClass of Rajasthan. Works of which cost exceeds Rs. 1.5 crores
   (ii) Contractor equivalent to A Class of Rajasthan. Works of which cost exceeds Rs. 7.5croresbut nôt exceed Rs. 3.00 crores.
2. Contract document consisting of the detailed pian, complete specifications, the Schedule of the quantities of the various classes of work to bé done and the set of Condition of Contract to bé complied with by the persons whose tender may bé accepted, which will also be found printed in the form of tenders, can be seenat the of Fice of the.....(nameof the officer)everydayexcept on Sundays and Public Holidays,duringofficehours.
3. Tenders, which should always bé placed in sealed covers with the name of the work written on the envelopes will bé receivedbythe.....(name of the officer) upto.....am/pm (time) on the..... (date)' and will be opned by him in his office at..... am/pm(time)on.....(dáte) in the presence of šuch Contractors or their authorised representatives, as áre present.
4. Tenders áre to bé submitted on a prescribed from, which can bé obtained from the office (s) of the..... (name of the officer(s)) on pay ment of a sum of Rs.....in cash or by demand draft. The sále of tender from will štart at least.....days before the dáte of recipt of tenders. The sále of teners will bé closed oné day before actual time of receipt of tender. Before submitting tenders, it should bé ensured that all the tender papers including Conditions of Contact áre signed by the tender. Eligibility to get tender forms shall bé with reference to the amount mentained in the NIT.
5. The work is to bé completely finished to the satisfaction of Engineer-in-charge within.....months from t he 1 O[lh] day after the dáte of written order to commence the work.
6. Earnest Money, amounting to Rs.'.....mušt accompany each tender, and each tender is to bé in a sealed cover, superscribed "Tender fór.....(nameof and addressed to the..... me officer) Earnest Money, in cash or Bankers Cheque in the name of officer inviting tender or Demand Draft of Nationalised/Scheduled Banks, should bé deposited with the cashier or authorised clerk and his receipt should bé atteched with tenders. In čase of tenders fór works of which tendered cost in Rs. 5 crores and abo[A]e, Earnest Monay of Rs. 10 Lac. shall bé accepted in cash as above and remaining part of Earnest Monay can bé acepted either in the form of Bank Gurantee (From RPWA 87) or in cash. Enlisted contractors shall bé required to deposit V_4 % of estimated cost of work as Earnest Monay while tendering within their enlistment zóne. Fór outside their zóne, 2% Earnest Monay shall bé required to bé deposited.
7. 7. The security deposit @ 10% of the gross amount of the running bili shall bé deducted from each running bili, and shall bé 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 nôt bé converted into, any móde of securities like bank gurantee. FDR etc. The earnest monay deposited s'na[11] however bé adjusted while deducting security deposit from first running bili of the contractor. There will bé no maximum limit of security deposit.

   However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank gurantee or any acceptable form of security before or at the time of executing agreement. In that čase earnest money may bé refunded only after depeši"' ^-i ot íull 10% as above However, in čase during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall bé deducted from the Running Account Bills."

8* The acceptance of the tender will rest with the Competent Authority who does nôt bind itself to accent the lowest tender, and reserves to itself the authority to rejectany or all the tenders received without assigning any reason.

9. * Tender forms as issued from the office (s) mentioned above (Para 4), mušt bé returned, with bé returaed, with all enclosures, to the following office/officers, on the dáte of receipt of tenders:

CONTRACT FoR WORK

GENERAL RULES AND DIRECTIONS FÓR THE GUIDANCE OF CONTRACTORS

1. All workd, proposed fór execution by Contract, will bé notified in *a* form of invitation to tender pasted on public phces and on a board hung up in the office of and signed by the Chi ef Engineer or other duly authorised Engineer,

   The form of invitation to tender will state the wotk to bé carried out, as well as the dáte of submitting and opening of tenders and the time allowed fór carrying out the work, also the amount of Earnest Money to bé deposited with the tender and the amount of the Security Deposit to bé deposited by the successful tenderes and the percentage, if any, to bé deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed fór the purpose of Identification by the Executive Engineer shall bé open fór inspection by the Contractor at the office of the Chief Engineer or other duly authorised Engineer during oífice hours.

2. In the evenjt of the tender being submitted by a firm, it mušt bé signed separately by each partner, thereof, or in the event of the absence of any partner, it mušt bé signed on his behalf, by a person holding a Power of Attorney, authorising him to do so. Šuch Power of Attorney will bé submitted with the tender and it mušt disclose that the firm, is dufy, is duly registered under the Indián Partnership Act, by submitting the copy of the registration certificate,

3. Receipts fór payments, made on account of a work then executed, by a firm mušt also bé signed by the several partners, except where the contrpctors áre described in their tender as a firm, in which čase the receipts mušt bé signed in the name of the firm by oné of the partners or by some other person having authority to gi ve effectual receipts fór the firm.

4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how múch percent above or below the rates specified in Schdule G, he is willing to undertake the work. Only oné rate of percentage, more or less, on all the estimated rates/ scheduled rates shall bé mentioned. Tenders which propose any alteration in the work, specified in the said form of invitation oífender, or in the time allowed fór carrying out the work, or which contain any other conditions of any sort will bé liable to rejection. No single tender shall include more than oné work, but Contactors, who wish to tender fór two of more works, shall submit a separaete tender fór each work. Tenders shall háve the name and number of work, to which they refer, written outside the envelope.

5. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any, contractor (s) or their authorised representatives who may bé present at the time, and will announce and enter the rates/amounts of all leaders in the Register of Opening of Tenders (Form RPWA ?0A). In the event of the tender being accepted, a receipt fór the earnest money deposited shall bé given to the Contractors, who shall sign copies of the specifications and other documents mentioned in Rule l. In the event of a tender being rejected, the Earnest Money forwarded with šuch unaccepted tenders shall/be returned to the Contractor making the samé.

6. The Chief Engineer of other duly authorised Engineer shall háve 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, nôt authorised to receive šuch amount, will nôt bé -considered as an acknowledgement of payment to the Chief Engineer or other duly authorised Engineer.

8. The memorandum of work tendered fór, memorandum of materials and tools and plánt to bé supplied by the Depart) x-it and their rates, shall bé filled in and completed in the office.-of the Chief Engineer or duly authorised Engineer before uV tender form is, issued.

9. If it is found that the tender is nôt submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it > ould bé open fór the Fngineer-in-charge nôt to consider the tender, forfeit the amount of eaniest money and/or delist the čo, i tractor.

10. The tenderer shall sign a declaration under Official Séct ;ts Act fór maintaining secrecy of the tender documents, drawings or other record connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawing given to them.

22. The Contractor shall submit tne list of the work, which áre in hand (progress). In the following form::

Name of Work	Name and Particulars of the Sub Division/Division Where work is being executed	Amount of Work	Postion fo wrok in progress	Remarks
1	2	3	4	5

23. The Contractor should quote his rates orily in oné language i.e. either ir Hindi or English. Rates should bc quote d in figures as well as in words. in čase a contractor has quoted raíes in both the languages, and the rates so quoted differ, then the lower of the tvvo shall bé treated as the rate quoted by the Contractor.

24. All additions, deletions, corrections and overwritings, mušt bé serially numbered and attested by íhe Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible oň th i

25. After acceptance of the tender, the Contractor or all partners (in the čase of partnership firm), wili append photographs and signatures duly attested at íhe time of execution of Agreement.

26. If any contractor, who having submitted a tender does nôt execute the agreer" íhc work or does nôt complete the work and the work has to bé pút to retendering, he shall stand debarred from participating in šuch retendering if addition to for fciture of Earnest Money/Security Deposit and other action under agreement.

27. The tender documents shall bé issued to those contractors only having valid enlistment as on the dáte of issue ot' documents.

28. (a) If a tender reduces the rates volunterily after opning of tenders / negotiations md cancelled automatically. his eamest money shall bé forfeited and action fór debarmig him from business shall bé taken as per enlistment rules.

(b) If a non-tenderer oíl'ers lower rates after opning of tenders, action fór debamng him from business shall bé taken as per enlistment rules.

29. Contractors shall submit only uncon uonal tenders. Conditional tenders áre liable to bé rejected sumrnarily.

CONDITIONS OF CONTRACT

Clausel: Security Deposit:

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

A contractor may however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that čase, earnest money may bé refunded only after, furnishing of the bank guarantee as above. During the exection for the work or after completion of the work also a contractor may replace the security deposit by rurnishing bank guarantee for an equal amount. However during execution of the work if cost of work exceeds as shown at the time of rurnishing 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 the Government under the terms of his contract may bé 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 the Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any šuch deductions or ssle as aforesaid, the Contractor shall within ten dayš thereafter, make good in cash or Bank Guarantee of Nationalised/Secheduled bank, as aforesaid, any súm of sums which may háve been, deducted from or raised by sále of his security deposit or any part there of.

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

The liability or obiligation of the bank under the Gurantee Bond shall nôt bé affected or suspended by any dišpute between the Engineer-in-charge and the Contractor, and,the payment, under the Guaratee Bond by the bank to the Government shall nôt wait till the disputes áre decided. The bank shall pay the amount the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to bé due from the Contractor. The demand so made, shall bé conclusive as regards, to amount due and payable by the bank, under the guarantiee limited to the amount specified in the guarantee Bond. The guarantee will nôt bé discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid upto the specified dáte unless, extended on demand by the Engineer-in-charge, which shall include the periód of completion of the contract and the defect removal periód as per terms of the Agreement. Bank's liability shall, stand automatically discharged rnless a chaim in writing is lodged with the Bank within the periód stated in the Bank Guarantee including the extended peiod. After satisfactory completion of the contract and clearance of all dues by Contractor, the Chief Engmeer or duly authorised Engineer will discharge the Bank Guarantee after expiry of the originál or the extended periód, as the čase may bé. In čase the dáte of expiry of the Bank Guarantee is a holiday, it will bé deemed to expire on the close of the next working day.

Government, is nôt concerned with any interest accruing to the Contractor On any form of Security (primáry 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 bé matters between the Bank and the Contractor.

Clause 2 : <u>Compensation for delay;</u>

The time allowed fór carrying out th work, as entered in the tender, shall bé strictly observed by the Contractor and shall bé reckoned from the lOth day after the dáte written order to commence the work given to the Contractor. If the contractor does nôt commence the work within the periód specified in the work order, he shall stand liable fór the forfeiture of the amount of Earnest Money, and Security Deposit. Besides appropriate action may bé taken bé the Engineer-in-charge/competent authority to debar him from taking part in future tenders fór a specified periód or black list him. The work shall, through-out the stipulated periód of completion of th contract, bé proceeded with all due diligence, time being essence of the contract, on the part of the Contratcor. To ensure good progress during the the execution of work, the contractor shall bé bound in all cases in which the time allowed fór any work exceed good progress during the execution of work, the contractor shall bé bound in all cases in which the time allowed fór any work exceed oné month (save fór special jobs), to complete 1/8 * of the whole of the work before 1/4'h of the whole time a! lowed under the contract has elapsed 3/8* of the work bé fór'// of šuch time has elapsed and 3/4* of the work before 'A of šuch time has elapsed. If the contractor fails to vomplete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall bé liable to pay compensation to the Government at every time span as below:

(i v) If the Contractor commits any acts mentioned in Clause 19 hereof.

When the Contractor has made himself liable fór action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Gorvernor of Rajasfhan shall háve 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 bé conclusive evidence) úpon šuch determination or rescission, the earnest money, full security deposit of the contract shall bé liable to bé forfeited and shall bé absolutely at the disposal of th Government.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall bé final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the samé manner and at the samé rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Divisional Officer, as to the value of the work done, shall bé final and conclusive evidence against the Contractor provided always that actiôn under the sub- clause shall only bé taken after giving notice in writing to the Contractor. Frivided also that if the expenses incurred by the department áre less than amount payable to the Contractor at his agreement rates, the difference shall nôt bé paid to the Contractor.

(c) After giving notice to the Contractor to measure up the work of the contractor and to také šuch part thereof, as shall bé unexecuted out of his hands and to give it to another contractor to complete, in which čase any expenses which may bé "incurred in excess of the súm which would háve been paid to the originál 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 bé final and conclusivej shall bé borne and paid by the originál contractor and may bé deducted From any money due to him by Government under this contractor on any other account. Whatsoever, or from his Earnest money, Security Deposit, Enlistment security or the proceeds or sales therof, or a^ufficient part thereof as the čase may bé. In the event of any oné or more of the above courese being adopted by the Engineer-in- chargé, the contractor shall háve no claim to compensation tor 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 performance of contract. And, in čase action is taken under any of privisions aforesaid, the Contractor shall nôt bé exaction of the work or the entitled to recover or bé paid, any work thereof or actually performed under this eontract unless and the Engineer-in-charge has certified, in writing, the performance of šuch work and the value payable in respect thereof, and he shall only bé entitled to bé paid the value so certified.

Clause 4: Contractor remains liable to pay compensation, if action nôt taken under clause 3:

(i) In any-case in which any of the powers conferred by clause 3 hereof, shall háve become exerciseable and the samé shall háve nôt been exercised the non-exercise, therof, shall nôt constitute waiver of any the conditions hereof, and šuch power shall nôt with starting, bé exerciseable in the event of any future čase of default by the contractor fór which, by any clause oV clause hereof, he is declared liable to pay compensation amounting to the, whole of his security Deposit/Earnest Money/Enlistmmt security and the liability of the pást and future compensation shall remain unaffected.

<u>Powers to také possession of. or require removai, sále of Contractor's plánt:</u>

(ii) In the event of the Engineer-in-charge putting in force, powers vested in him under the precedin.' Hause 3 he may. if he so desires, také possession of all or any tools, plants, maíerials and stores, in or úpon the works or the sue, thereof, or belonging to the contractor or procured ,by him and inteded to bé used fór the exection of the work or any part thereof, paying or allowing fór the samé in account, at the contract rates or, in čase of these nôt being applicable, at current market rates, to b^ certified by the Chief Engineer or duly authorised Engineer [whose certificate, thereof, shall bé final and conclusive], otherwise the Engineer-in chargé may, bé notice in writing to the contractor or his clerk of the works, foreman,or other authorised agent, require him to remove šuch tools plánt, materials or stores form the premises [within a time to bé specified in šuch notice], and in the event of the Contractor failing to comply with any requisition, the Chief Engineer or other duly authorised Engineer may remove them at the contractors expenses seTl them by auction or priváte sále on account of the contractor and at his risk in all respects, and the certificat; of the Chief Engineer or other duly authorised Engineer is to the expense of any šuch removai, and the amount of the proceeds and expense of any šuch Sále shall bé final and conclusive against the Contractor.

Clause 5: Extension of Time:

If the contractor shall desirce an extension of time fór completion of the work on the grôund 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 dáte of

otherwise theengineer-in-charge's certificate of the measurement and of the total amount payable fór the worl accordingly shall bé final and binding on .all parties.

Clause 7 A: Time Limit fór Payments of Final Bills:

The final bijl shall bé paid within 3 mon on presentation by the Contractor after issuance of final completioi certificate in accordance with Clause 6 of the conditions of the Contract. If there shall bé dišpute about any item(s) o the work, then the undisputed item(s) only, shall bé paid within the said periód of 3 months, if a fmaJ bili (whicl contains no disputed item of disputed amourit of any item) is noi. paid within 3 months of presentation of final bil or 6 months from the dáte of recepit of registered notice regarding completion of work in accordance with Clause 60: the conditions of the contract, the defects, if any, shall bé brought to the notice of the higher äuthority. The periód 013 months shall commence from the dáte rectification of the defercts. The higher äuthority shall ensure that in no *cast* final bili should bé left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items alongwith justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claim shall bé deemed to háve been fully waived and absolutely extinguished.

Clause 8: Bills to bé submitted monthly;

A bili shall bé submitted by the Contractor each month on or before the dáte fixed by the En gineer-in-charge fór all work executed in the previous month and the Engineer-in-charge shall také or cause to bé taken the requisted measurement fór the purpose of having the samé verified and the claim, as fár as admissible, an 'thorised or paid, if possible, before the expiry often ays from the presentation of the bili. If the Contractor does nôt sú bmit the bili within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up fch>e said work in the presence of the Contractor, whose signatúre in the Measurement Book will bé sufficient warrant and the Engineer-in-charge may prepare a bili from šuch Measurement Book which shall bé binding on the Contractor in all respects.

Clause 8 A: Contractor to bé given time to the ob jection to the Measurement recorded by the department:

Before taking any measurement of any work as háve been referred to the preceeding clauses. *6, 7 &* 8 the Engineer-in-charge or subordinate, deputed by him shall give reasonable notice to the contractor. If the contra ctor fails to bé present at the time of taking measurements after šuch notice or fails to sign or to record the dirl'e rence within a week from the dáte of measurement in the manner required by the Engineer-in-charge íhan in any šuch event, the measurements taken by the Engineer-in-charge or by the subordinate deputed by him, as the čase may bé, s.hall bé final and binding on the Contractor and the Contractor shall háve no right to dišpute the samé.

Clause 8 B: recovery of cost of preparation of the Bili:

In čase of Contractors of Class "A" and "AA" do nôt submit the bili with time fixed, the Engineer-in-cha.rge may prepare the bili as per provision of Clause 8 of the Conditions of Contract but deduction @ 0.5^ of amount *of such* a bili shall bé made and creditied to the generál revenue on account of preparation of bili.

Clause 9: Bills to bé on printed forms:

The Contractor shall submit all bills on the printed forms, to bé had on application, at the ofice of the Engineer-in-charge and charges in the bills shall always bé entered at the rates specified in the tender or in the čase of any extlrr work ordered in pursuance f these conditions, and nôt mentioned or provided fór in thetender, at the rates herei nafte r provided fór sú... work.

Clause 9 A; Payments ofContractor's Bills to Banks:

payments due to the contractor may if so desired by him, made to his Bank instead of direct to him, provided i'hat the contract-has furaished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, su'ch a Power of Attorney conferring äuthority on the Bank to receive payments and (ii) his own acceptance of the correctne ss of the account made cut, as being due to him, by Government, or his signatúre on the Bili or other claim preferred agains 't Governmen before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given hv šuch Bank shall constitute a fiill and sufficient ischarge fór the payment, the Contracto, should whenever possible, present his bili duly receipted and discharged through his Banker. Nothing, herein contained, she; l operate to create in favour of the Ba;<k any rights vis-a-vis the Governor.

Clause l O: Stores supplied by Government;

In the specification or estimate of the woôrk pt'ovides fór the use of any special description of materiál, to bé supplied from Engineer-in-charge's stores, or if, it is required that Contractor shall use certain stores to bé provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall bé bound to procure and shall bé supplied šuch materials and stores as áre from time to time, required to bé used by him fór the purpose of the

specifications, drawings, designs and instructions that may appear to him to bé necessary during the progress of the wcrk and the contractor shall carry out the work in accordance with any instructions which may bé given to him in writing signed by the Engineer-in-charge, and šuch alteration, omission, additions or substitituons shall nôt invalidate the contract and any altered, additional or substituted work, which the contractor *may* bé directed to do in the manner above specified, as part of the work shall bé carried out work shall bé extended in the proportion 'hat the altered, additional or substituted work bears to the originál contract work, and the certificate of ch£ Engineer-in-charge sha'1 bé concluisive as to šuch proportion. The rates fór šuch additional, altered or subtituted work under this clause shall- bé worked out in accordance with the following provisions in their re.pectiveorder.

(i) If the rates fór the additional, altered or substituted work áre specified in the contract fór the work, the Contractor is bound to carry out the additional, altered or substituted work at the samé rates as áre specified in the contract fór the work.

(ii) 11 the rates fór the additional, altered or substituted work áre nôt specifically provided in the contract fór the work, the šuch rates will bhe derived from the rates fór a similar class of work as áre specified in the contract fór the work.

(iii) If the rates fór the altered, additional or substituted work can nôt bé determined in the manner specified in the sub-clause (i) to (ii) above, then the rates fór šuch compositie work item-shall bé worked out on the basis of the concerned Schedule of Rates of District/area specified above minus/plus *die* percentage which the total tendered amount bears to the estimated cost of the entire work pút to tender. Provided always that if the rate fór a particular part of parts of the item is nôt in the Schedule of Rates, the rate fór šuch part of parts will bé determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.

(iv) If the rates fór the altered, additional or sugbstituted work item can nôt bé determined in the manner specified in sub-clause (i) to (iii) above, then the contractor shall within 7 days of the dáte of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to chargé fór šuch 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 bssis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will bé at liberty to'cancel his order to carry out šuch class of work and arrange to carry it out in šuch manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non settlement of rates on items failing under the clause.

(v) Except in čase of items relating to fundations, provisions contained in sub-clasue (i) to (iv) above shall nôt apply contract or substituted items'as individually exceed the percentage set out iiTthe tender documents under Clause 12 A.

Fór the purpose of operation of Clause 12 (v) the following works shall bé treated as work relating to fundations:

(a) Fór 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) Fór abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.

(c) Fór retaining walls, where floor levels is nôt determinate 1 .2 meters above the average ground level or bed level

(d) Fór roads, all items of excavation and filling including treaitment of sub base and soil ing work.

(e) Fór water supply lines, sewer Unes under ground storm water drains and similar work, all items of work below ground level except items of pipe work fór proper masonry work.

(f) Fór open storm water drams, all items of work except lining of drains.

(g) Any other items of *similar náture which* Engineer-in-charge may decide relating to foundation.

The rate of any šuch work, except the items relating to foundations, *which is in excess* of the deviation limit shall bé determined in accordance with the provisions contained in Clausel2AClausel2A:

The quantum of additional work fór each item shall nôt exceed 50% of the originál quantity given in the agreement and the total value of additional work shall nôt exceed 20% of the total contract value, uinless otherwise mutually agreed by the Engineer-in-charge and the Contractor. The limit shall nôt bé applicable on items relating to foundation work which shall bé excuted as per originál rates of provision of clause 12 (i) to (iv).

In čase of contract substituted items ot additional items, which results" in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of šuch items fór quantities in excess of the deviation limit notwithstanding the fact that the rates fór šuch items exist-in the tender fór the main work or can bé derived in accordance with the provision of sub-clause

(ii) of clause 12 and the Engineer-in-charge, may revise their rates having derived in according with the provision of sub-clause

cover up **or plače** 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 bé covered up or placed beyond the reach of measurement without šuch notice having ->een given or consent obtained, the samé shall bé uncovered at the Contractor's expense or in default, thereof, no payment or allowance shall bé made fór šuch work, or fór the malerials, with wliich the samé was executed.

Clause 17: Contractor tiahle fór damage done and fór 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 bé 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, ffom any cause, whatsoever, or any imperfection become apparent in it, within a periód specified in Clause 37, after a Certificate, final or otherwise of its completion shall háve been given by the Engineer-in-Charge, may cause the samé to bé made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall bé final) ffom any sums that may bé then, or at any time, thereafter, may become due to the Contractor, or ffom his security deposit, or the proceeds of sále thereof, or of a sut'ficient portion thereof.

Clause 1-8: Contractor to supply Plánt, Ladders. Scaff olding etc.

The Contractor shall arrange and supply at his own cost, all materiál (except šuch special materials, if any as may in accordance with the contract, bé supplied ffom the Engineer-in-charge's stores) plants, tooK appliances, implements, ladders, cordage, tackle. Scat'folding and temporary works requisite or proper fór the the proper éxecution of the work, whether originál, altered or substituted and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or nôt, or which ma} bé necessary fór the purpose of satisfying or complying with the requirments of the Engmeer-in-charge as to any matter as to which, under these conditions, he is entitled to bé statisfied of which he is entitled to require, together with carriage thereof to and from the work. The Contractor shall also arrange and supply, withour chargé, the requisite number of persons with the means and materiál necessary áir the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and ffom time to time of the work, or materials. Failing his so doing, the samé may bé provided by the Engineer-in-charge, at the expense of the contractor, and the expenses may bé deducted ffom any money due to the Contractor under the contract, or ffom his Performace Guarantee and/ or Security Deposit or the proceeds of sále therof, ár a sufficient portion thereof. The Contractor shall also provide all necessary fencing abd lights reguired to protect the public ffom accident and shall, bé bear the expenses of defense of defense of every suit, action or other proceeding at, iaw, that may bé brought by any person fór injury sustained Owing tc neglect of the above precautions, and to pay =my damages and costs, which may bé awarded in any šuch suit, action proceeding to any šuch person' or which may with consent of the Contractor, bé paid to compromise any claim by any šuch person.

Clause 19 : Work nôt to bé sub-let, Contract may bé rescinded and Security Deposit and Performance Forfeited fór subletting, bribing or if Contractor Becomes **insolvent:**

The contract shall nôt bé assigned of sublet without the written approval of the Chief Engineer; and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvence proceeding of mark any composition with his creditiors or attempt so to do,, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly bé given promised or offered by the Contractor or any of his servants of agents, to any public ofTicer or persoji, in the .employ of Government, in any way, relating to this office or employment, or if any šuch officer or person shall become, in any way, directly or indirectly interested in the contract, the Chief Engineer may, there úpon by notice, in writing, rescind the contract and the performance Guarantee and Secutiry Deposit of the Contractor shall, thereupon, stand forfeited and bé absolutely at the disposal of Government and the samé consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall nôt bé entitled to recoyer or bé paid fór any work therefore, actually performed under the contract.

Clause 20: Sums payable byway **of compensation to bé considered as reasonble compensation without reference to actualloss:**

All sums payable by way of comnpensation under any of these conditions shall bé considered as reasssonable compensation to bé applied to the use of Government without reference to the actual loss or damage sustained and whether or nôt any rfamage *shall háve been sustained.*

Clause 21: <u>Changesin Constitution of firm:"</u>

Where the contractor is a partnership firm, the previous approval, in writing of the Engineer-in-charge shall bé obtained Defor business any change is made in the constitution of the firm. Where the contractor is an individual of a Hindu undivided family concern, šuch approval, as aforesaid, shall likewise bé fór obtained before the contractor enters into any partnership igreement where under the partnership firm-would háve the right to carry out the work thereby undertaken by the Contractor. If, Drevious approval, as aforesaid, is nôt obtained, the contract shall bé deemed to háve been assigned in contravention of Clause 19 .MxdM'.ftB samé actiotimay bé taken, and the samé consequences shall ensure, *zsprivided in the Si.idclause 19*

Clause 27: Deflnition of work:

The expression'Vorks" of "Work" where used in these conditions, shall, unless diere bé some thing either in subject of context, repugnant to šuch construction, bé construed and taken to meafl the works by or by virtue of tne contract-contracted to bé executed, whether temporary or permanent, and whether orgininal, altered, subsituted or additional.

Clause 27 A: Defínition of Engineer-in chargé:

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

Clause 28:

It can nôt bé guaranteed that the work will bé started inmmediately after the tenders háve been received. No claims fof increase of rate will bé entertained, if the orders fór starting work áre delayed.

Clauuse 29: Payments at reduced rates* on account of items of work nôt accepted and nôt completed to bé at the discretion of the Engineer-in-charge:

The rates fór several items of works, estimated to cost more than Rs *1000/-*, agreed within, will bé 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 áre nôt accepted, as so completed, the Engineer-in-charge may make payment on account of šuch items, at šuch reduced rates as he considers reasonable in the preparation of final or on account bills, and his decision in the matter shall bé final andbinding.

Clause 29 A: Payment at part rates;

The rate fór several items of works may bé paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In čase of item rates, if the fate quoted fór certain items áre very high in comparison to the average/overall tendered premium, then-trie payment at running stages shall nôt bé made more than the average sanctioned premium. The deferred payment, will however bé released after successful completion of work.

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

The percentage referred to in the "Tender fór works" will bé deducted/added-from/to the gross amount of the bili before deducting the value of any stock issued.

Clause 31: Contractor to adhere to labour laws/regulation:

The Contractor shall adhere to the rquirements of the Workmen's Compensatic n Act and^ Labour Legislation in force from time to time and bé responsible fór and shall pay any compensation lo his workmen which would bé payable fór injuries under the workmen Compensation Act, hereinafter called the said Act. If šuch compensation to his workmen which would bé payable fpr injuries under the Wokmen's Compensation Act, hereinafter called the said Act. If šuch compensation is paid by the State as Principal employer under Sub Section (l) of seč tion 12 of the said Act, on behalf of the contractor it shall bé recoverable by the State from the Contractor under sub Section (2) of the said section. Šuch compensation shall bé recovered in the manner laid down in clause I of of the conditions of contract.

"All Contract with Government shall require registration of workers under the Building & other Construetion Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to šuch workers under the Act."

Clause 32: Withdrawal of work from the Contrator:

If the Engineer-in-charge shall at any time and fór any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should nôt bé executed or should bé withdrawn from the contractor, he may by notice in writing to that eifect, require the Contractor nôt to execute the portion of the work specified in the notice, or may withdeaw from the Contractory the portion of work, so specified, and the Contractor shall nôt bé entitled to any compensation, by reason of šuch portion of work having been withdrawn from him. The Enginee-in-chagre may supplement the work by engaging another agency to execute šuch portion of the work at the cost of the oríginalo contractory without prejudice to his rights under clause 2. He ^ all also bé competent to levy compensation fór delay in progress. The recovery of excess cost shall bé made from next availar 3 running bili or any other claim and shall nôt bé deferred.

Clause33:

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

Clause 34: Protect works:

The contractor shall arrangte to protect at his own cost, in an adequate manner all out stone work and other work, requiring protection and to maintain šuch 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 on matter how it may bé caused. shall bé made good by the Contractor free of cost.

(d) The Engineer-in-charge shall háve the right to deduct from the money due to the Contractor any súm required or estimated to bé required fór making good the loss suffered by a worker or workers,, by reasons of non-fulfillment of the conditions of the contract, fór the benefit of the worker or workers, non-payment of wages or of deduction made therefrom, which áre nôt justified by the terms of the contract, or as a ressult of non-observance, of the .aforesaid regulations.

(e) Vis-a Vis, the Government of Rajasthan, the Contractor shall *e primarily liable fór all payments to bé made and fór the observance of the regulations aforesaeid, without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations, aforesaid, shall bé deemed to bé part of this contract and any breach, thereof, shall bé deemed to bé breach

Cla u se 39: Contractor to engageteachnicalstaff:

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

(a) Fór works constingRs. 100 lac and above-One Graduate Engineer.

(b) Fór works costing between Rs. 50 lac to Rs. 100 lac-One qualified Diploma Holder having experieence of nôt less than 3 years.

(c) Fór works costing between Rs. 15 lac and Rs. 50 lac-One qualified Diploma Holder.

The technical staffshould bé available at site, whenever required by Engineer-in-charge to také instruction.

Clause39A:

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 bé breach of contract. The Contractor shall also bé liabíe fór any pecuniary liability arming-on account of any violation by him of the provisions of the said Act.

Clause40:SafetyCode:

The Contractor shall follow the safety code of the Department.

Clause 41: Near Relatives barred from tendering:

The Contractor shall nôt bé permitted to tender fór works, in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superinatending Engineer and Assiatant Engineer (both inclusive). He shall also intimate the names of persons, who áre working with him in any capacity or áre subsequently employed by him and who áre near relatives to any gazette officer in-the Organization/Department. Any breach of this condition by the Contractor would render him liable to bé removed from the approved list of Contractors of the Department. If šuch fact is noticed (a) before sanction of tender, his ofl'er shall bé declared invalid and earnest money, shall bé forfeited, (b) after sanction of the tender men the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the samé rates as per rules.

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

Clause 42: Retired Gazetted Officers barred fór 2 years:

No Engineer of Gazetted rank or other Gazetted OfFicer, enployed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthen, is allowed to work as a Contractor fór a periód of 2 years of his retirement from Government service without the pievious permission of Govemement of Rajasthan. The contract is liabk to bé cancelled, if either the Contractor or any of his employee is found, at any time, to bé <ateh a person, who had nôt obtained the permission of Government, as aforesaid, before submission of the tender of engagement in the Contractot's service, as the casemaybe.

Clause 43: Quality Control:

The Government shall háve right to exercise proper Qur lity Control measures. The Contractor shall provide all assistance to conduct šuch tests.

Clause43A:

The Work (whether fully constructed or nôt) and all materials, machmes, tools, and plánt, scaffolding, temporary buildings and other things connected therewith, Miali bé 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.

V = Icrease or decrease in the cost of work during íhe month under consideration due to changes in the rate fór bitumen.
R = Tne value of the work done in rupees during the month under consideration excluding the cost of materials supplied by *Department* and excluding other items as mentioned in this clause.

B = The official retail price of bitumen at the ÍOC depot at nearest center on the day 28 days prior to dáte of opening of Bids.

B = Fne offkjal retail price of bitumen of ÍOC depot at nearest center fór the 1 5th day of the month under consideration.

P.= Percentage of bitumen component of the work.]

(D) Petroleum

$$V_1 = 0.75 \times \frac{P_f}{100} \times R \frac{(F1_u - F_o)}{F_o}$$

V_f= Increase or decrease in the cost of work durhg the quarter under consideration due to change in rates fór ruel and
R= *T:* : the work done in rupees during "he quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

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

F, - The average whole sále price Index of H.S.D. fór the quarter under consideraíion as published weekly by the Economic :o the Government of India, Ministry of Industry fór the quarter under consideration.

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

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

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

(E) Cement

$$V_0 = 0.75 \times \frac{P_c}{100} \times R \frac{(L_{C1} - L_{C0})}{L_{C0}}$$

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

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

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

L_c, = The average whole sále price Index fór the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

(F) Steel

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

V_s = Increase or decrease in íhe cost of work during the quarter under consideration due to change in the rates of steel.

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

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

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

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

Delete

General Conditions fór admissibility or Escalation

1. The exact percentage of labour/material (excluding materials to bé supplied by the departmentybitumen/diesel and :eel component fór the work shall bé approved by the authority while sanctioning the detailed Estimates.

2. The breakup of components of labour/material (excluding materials to be supplied by the department / bitymen/diesel and petrol/cement/steel as indicated in Claus 45 have been pre-determined as below

(a) Labour----------percent
(b) Material----------percent
(c) Bitumen----------percent
(d) Diesel and petrol----------percent
(e) Cement----------percent
(f) Steel----------percent

Total----------100%

3. While allowing price escalation the following shall bé deducted from the value of work done (R):
(a) Cost of materiál supplied by the Department.
(b) Cost of services rendered as per Clause 34.
(c) Secured Advance/any advance added earlierbut deducted nowafter work ismeasured.
(d) Cost of extra items, the rates fór which háve been worked out based on market rates/mutually agreed rates.

4. The first statement of escalation shall bé prepared at the end of three months in which the work was awarded and the work done from the dáte of štart to the end of this periód shall bé taken into account. Fór subsequent statement, cost of work done during every quarter shall bé taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall bé taken into account.

5. Fór the purpose of reckoning the work done during any periód, the bills prepared during the periód shall bé considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall bé the guiding factor to decide the bills relevant to any periód. The dáte of completion, as fmally recorded by the competent authority in the Measurement Book, shall bé the criterion.

6. The index relevant to any quarter, fór which šuch compensation is paid, shall bé the arithmetical average of the indices relevant of the calendar month.

7. Price adjustment clause shall bé applicable only fór the work that is carried out within the stipulated time, or extension thereof, as áre nôt attributable to the contractor.

8. If during the progress in respect of contract works stipulated to cost '[Rs.50 lacs] or less, the value of work actually done excluding cost of materiál supplied by the Department, exceeds Rs. 100 lac and completion periód is more than '[6 months] then escalation would bé payable only in respect of value of work in excess over '[Rs.50 lacs,] from the dáte of satisfying both the conditions.

9. Where originally stipulated periód is '[6 months] or les but actual periód of execution exceeds beyond '[6 months] on account of reasons nôt attributable to contractor, escalation amount would bé payable only in respect of extended periód if amount of work is more than '[Rs.50 lacs].

10. In čase the contractor does nôt make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within originál stipulated periód then the price escalation of šuch work expected to bé done in the previous time span shall bé notionally given based úpon the price index of that quarter in which šuch work was required to bé done.

11. No claims fór price adjustment other than those provided herein, shall entertained.

12. If the periód of completion including extended periód attributable to Government exceeds twelve months but cost does nôt exceeds more than '[Rs.50 lacs,] no escalation is admissible.

13. Similarly, if cost of works increases more than '[Rs.50 lacs] but completion periód including extended periód attributable to government is less than '[6 months.] no escalation is admissible.

14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices fór concerned quarter by the RBI.

15. Escalation is always payable quarterly and no provisional escalation is payable monthly or forthnightly.

16. In čase at the time of executing agreement, both the conditions (completion periód '[6 months] and amount of work '[Rs.50 lacs] fór admissibility of price escalation áre nôt fulfilled and subsequent due to additional work and extension of time attributable to Government, both the conditions become rulfilled, in that čase the escalation shall bé payable from the dáte of satisfying both the conditions and only fór work done beyond '[Rs.50 lacs] and in periód of work beyond '[6 months].

17. The contractor shall fór the purpose of this conditions keep šuch books of account and other documents as áre necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the samé by a duly aduthorised representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in šuch a manner as Engineer-in-charge may require any documents so kept and šuch other information as the Engineer-in-charge may require.

C!ause52:Road:

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

1. Fór the future cases rate analysis fór specific project shall bé worked out by S. E. PWD circle concerned considenng geographical conditions/paramoters, availability of materiál and manpower ht site, etc. This rate analysis is to bé submitted in soulod envelope before opening financial bicí.
2. After receiving a bid if the difference between lowest successful bidder rate/ámount and department project specific rate analysis is more than 10% then the bid shall bé considered unbalanced and amount equal to this difference amount shall bé taken as additional performance security from the successful bidder.
3. In čase of the teners floated before 02.07.2010 the project specific rate analysis may bé prepared afresh as above by concerned SE and amount of additional performance guarantee bé decided accordingly.

The other conditions of order dated 02-07-2010 will remain samé.

Building:

In continuation to previousorder'sofChief Engineer and Additional Secretary no,. F.5 (15) (177)/Seč. II/2009/D-45dated 16.09.2010 these order will bé appliable fór building works (Civil and Electrical) also with immedate effecton BSR and non BSR rätes.

Schedule of Machinery / T & P to be supplied by the Department

The following Machinery/T & P Shall be supplied by the Department if available, to the Contractor, or hire as per "Rules of the Department for supply for machinery and T & P to the contractor on highers. (Reffered in clause 10C)

Sl. No.	Item	Rates	Place of Delivery/Return

Schedule of Machinery / T & P to be supplied by the Department

The following Machinery/T & P Shall be supplied by the Department if available, to the Contractor, or hire as per "Rules of the Department for supply for machinery and T & P to the contractor on highers. (Reffered in clause 10C)

Sl. No.	Item	Rates	Place of Delivery/Return

Progress Statement Referred to in clause 2 of conditions of contract

Name of Works	Date from which the work should be commenced	Date by which the work should be Completed	Monthly rate of Progress

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

Dated.....SignatureoiEngineer-in-charge Dated.....Signatúre of Contractor

Notes: Forfilling in the Progress Statenent Frora

1. Columns 2,3 and 4 mušt bé initialled and dated by the Contractor,
2. Columns4 mušt bé initialled and dated by the Chief Engineerorotherduty authorised Engineeralso.
3. The dáte in column 2 should correspond to the dáte on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.
4. The dáte in column 3 mušt correspond to the perioud stated in Sub clause (e) of the Memorendom below. "Tender fór works."
5. Column 4 This will ordinarily bé worked out proportionately; thus if Rs. 24.000/- is the cost of the whole of portion of work tendered fór, and six months periód of completion, then the monthly rate of progress should bé Rs. 4,000. If necessary quantities may alsp bé specified in this column at the discretion of the Chief Engineer.
6. The Certificate aá to intimation of acceptance of tender printed at the foot of the form, mušt bé signed and dated both by the Chief Engineeroro ther duty authorised Engineer and the Contractor.

ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. Short Tit'te : These Regulations may bé called "The Rajasíhan Poblic Works Department Contractor's-Laboor Regolations."

2. Definition : In these Regolations unless othewise expressed or indicated, the following works and expressions shall háve the meaning hereby assigned to them respectively, that is to say:

(i) 'Laboor " means works employed by a Rajasthn P. W. Department contractor directly, or indirectly throogh a sob-contractor or other person by an agent on his behalf.

(ii) "Fair Wage" means minimum wages fór tíme or piece work fixed or revised by the State Government onder the Minimom Wages Act, 1948

(iii) "Contractor" Shall include every person whether sob-contractor or headman or Agent employing laboor on the work taken on contract,

(iv)"Wages" shall háve the samé meaning as defined in the Payment of Wages Act and inclodes 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 continome to display and inconspicooos plače on the work notices in English and the correctly mainatían in Hindi by the majority of the workers giving the rate of wages which háve been certified by the Execotive, Engineer, the Soperintending Engineer, the Chier Engineer or Laboor commissioner as fair wages and the hoors of Vorks fór which sôch wages áre earaed, and (b) send a copy of sôch notices to the Certit'ying Officers.

4. Payment of .Wages:

(i) Wages doe to every worker shall bé paid to him direct.

(ii) AH wages shall bé paid in corrent coin or corrency or in both.

5. Fixation of wage periods:

(i) The contractor shall fix the wage periods in respect of which the wages shall bé payable. (ii) No wage periód shall exceed oné month.

(iii) Wages of every workman employed on the contract shall bé paid before the expiry often days after the last day of the wage peroid in respect of which the wages áre payable.

(iv) When the emplovment of any worker is terminated by or on behalf or the contractor, the wages earned by him shall bé paid before the expiry of the day socceeding the oné on which his employment is terminated.

(v) AH payments of the wages shall bé made on a working day except when the work is completed before the expiry of the wage periód, in which čase, final payments shall bé made within 48 hoors of the last working day.

Note: The term "working day" means a day on which lavoor is employed in progress.

6. Wage Book and Wage Slips etc.

(i) The contractor shall maintain a Wage Book of each worker in sôch form as may bé convenient bot the samé shall inclode the following particolars:

(a) Rate ofdaily or monthly wages.

(b) Natore of work on which employed

(c) Total nomber of days worked doring each wage periód.

(d) Total amoont pay ably fór the work doring each wage periód.

(e) AH dedoctions made form the wages wi th an indication is each čase of the groond fór which the dedoction in made.

(f) Wages actoally paid fór each wage periód.

(ii) The contractor shall also maintain a wage slip fór each worker emplbyed on the work.

(iii) The Execotive Engineer may grant an exemption form the maintenance of the wage books and wages slips to a contractor who, in his opinion, may nôt directly or indirectly employ more than 50 persons on the work.

Fines and deductíons which raay bé made from wages:

(i) The wages of a worker shalí bé paid to him without any deductions of any kind except those authorised, namely the fol lo wing..

(a) Fines.

(d) Deductions fór absence from dutý i.e. from the plače or plačeš where, by the terms of his employment, he is required to work. The amount' of deduction shall bé in propotion to the periód fór which he was absent.

(c) Deductions fór damages to or loss of goods expressly entrusted to the employed person fór custody or fór loss or any other deductions of money, which he is required to account where šuch damages or losses áre directly atfributab! o his neglect or default.

(ia) The Rajasthan Government may, from time to tíme, allow deductions other than those specified m clause í above.

(ii) No fines shall bé imposed on a worker and on deductions fór damage or loss shall bé made until worker has been given an opportunity or showing cause against each fine or deductions. (iii) The total amount of fines, which may bé imposed in any oné wage peroid on a worker, shall nôt exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage periód,

(iv) No fine imposed on any worker shall bé recovered from him by installments or after expiry of 60 days from the dáte on which it was imposed.

8. **Register of fines etc:** The contractor shall maintain a register of fines and of all deductions fór damage or loss. Such register shll mention the reaons fór which fine was imposed of deduction fór damage or loss was made.

The Contractor shall maintain both in english.and local Indián Language a list approved by the labour Commissioner clearly stating the acts and omission fór which penalty or fine may bé imposed on a workman and disply it in a good condition in conspicuous plače on the work.

9. **Preservation of Register** : The wage register, the wage čárd and the register of fines deduction required to bé maintained under these regulations, shall bé preserved fór 12 months after the dáte or the l st entry made in them.

10. **Powers of Labour Welfare Offker to make investigation of enquiry:** The Labour Welfare Officer or any other peson, authorized by the State Government on their behalf shall háve power to make euquies 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 of Sub-Contractor in regard to šuch 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 bili bé made and the wage and other dues bé paid to the labour concerned in čase an appeal is made by contractor under clause 12 of these regulations, actual payment to.Labours will bé made by the Executive Engineer after the Labour Qommissior had give decision .on šuch appeal.

12. **Appleal against the decision of Labour Welfare Officers** : Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorised, may appeal against. Šuch decision to the Labour Commissioner within 30 days from the dáte do decision forwarding simultaneously a copy of his appeal to Executive Engineer Concerned but subject to šuch appeal the decision of the Officer shall bé final and binding úpon the contractor.

12-A No party shall bé allowed to bé represented by a lawyer during any investigation, enquiry, appeal or any other procedings.

13. **Inspection fo Wage Books and Silps** : The contractor shall allow inspection óf 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 plače after due notice is received or to the Labour Welfare Officer or any othe person authorised by the Sated Government on his behalf.

14. **Submission of Returns:** The Contractor shall submit periodical returns as may bé specified from time to time.

15. **Amendments**: The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, Interpertationer effect or these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any othe person authorised by the State Government in the behalf, shall bé final

SCHEDULE OR FAIR WAGE TO BÉ GIVEN BY EXECUTIVE ENGEVEER LIST OF ACTS AND COMMISSION FÓR WHICH FINE CAN BÉ IMPOSED

(1) Willrull in subordination or disobedience whether alone or in combination with anothe. (2) The fraud dishonesty in connection with the contractors business or property of the Rajasthn P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitualate attendance. (5) Drunkenness, fighting riot or disordely or indecent behaviour. (6) Habitual negligence. (7) Smoking near or around the area wher combustible or other materials áre stocked. (8) Habitual indiscipline. (9) Causing damage work in progress or to property of the Rajasthan P.W.D. or the contractor. (10) Sleeping on dutý. (11) Malingering or sowing sowinjr down work. (12) Giving of flase information regarding name, age, faíhet's name. (13) Habitual loss of wage caids supplied bv the employers. (14) Unauthorsied use of employer's property or manufacturing or making of unauthorised articles at the work plače. (15) Bad workmanship in construction and maintenance by Skilled workers is nôt approved by the department and fór which contractors áre compelled to undertake recitification. (16) Making false complaints and/or misleading staement. (17) Engaging in trade within the premises of the establishment. ,(18) Any delinqúency business affairs or the employers. (19) Collection or canvassing fór the collection of any money within the premises of an establishment unless authorísed by the employer. (20) Holding meeting inside the premises without previous sanction of the employer. (21) Thereatening or intimidating any workman or employee during the working hours within the premises.

Schedule showing (approxímately) materials to bé supplied from the Public Works Store fór work contracted to bé executed and the rates of which they áre to bé charged fór

Partículars	Rates which the materials will bé charged to the contractor			Plače of Delivery
	Unit	Rs.	NP.	
Doors, with Chowkhats				
---------do----------				
---------do----------				
Windows with Chowkhats _____do_____				
Steel Shapes				
_____do-_____				
---------do----------				
Bárs Mild Steel Sheets Plain, G.I.				
---------do----------Corrugated G.I. ettng, Wire				
Belts Tower				
_____do_____				
Locks, Mortice				
---------do----------Rim				
Hinges, Butt				
---------do----------				
Hinges, Spring Cement, Portland				

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

(Signature of Contractor) (Signature of Engineer)

Progress Statement Referred to in Clause 3 of Conditions of Contract

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

The contractor has been informed that his tender has been accepted

Date :
Engineer iri-charge

Date :
Contractor

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

1. Columns 2,3 and 4 mušt bé initialled and dated by the contractor.
2. Column 4 mušt bé initialled and dated by the Chief Engineer or other duly authorised Engineer also.
3. The dáte in column 2 should correspond to the dáte on which the order to commence work is given to the contractor; specified in Hne 3, clause 2, page 3 of the "conditionsof contract".
4. The dáte in column 3 mušt correspond to the perioud stated in clause (f) page 2 of the tender.
5. Column 4. This will ordinarily bé worked out proportionately; thus if Rs. 24,0007- is the cost of the whole or portion of work tendered fór, and six months perioud of completion, then the monthly rate of progress should bé Rs. 4,000. If necessary quantities may also bé specified in this coiumn at the discreation of the Chief Engineer..
6. The certificate as to intimation acceptance of tender printed at the foot of the form mus oe signed and dated hoih by the Chief Engineer or other duly authorised Engineer and the contractor.

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

S.No. of bill	Gross Amt. of Bill	Progressive Total Amt. of Bills	Recoveries											Net Amount of Payment	C.B. Vr. No. & Date	Dated initials of	
			Materials T&P	Quantity hours	Amount	S.D.	Income Tax deduction	Sales Tax	Royalty	Water Charges	Labour	Other Recoveries	Total Recoveries			D.A.O.	E.E.
1	2	3	4(a)	4(b)	4(c)	4(d)	4(e)	4(f)	4(g)	4(h)	4(i)	4(j)	4(j)	5	6	7	8

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

S.No. of bill	Gross Amt. of Bill	Progressive Total Amt. of Bills	Recoveries											Net Amount of Payment	C.B. Vr. No. & Date	Dated initials of	
			Materials T&P	Quantity hours	Amount	S.D.	Income Tax deduction	Sales Tax	Royalty	Water Charges	Labour	Other Recoveries	Total Recoveries			D.A.O.	E.E.
1	2	3	4(a)	4(b)	4(c)	4(d)	4(e)	4(f)	4(g)	4(h)	4(i)	4(j)	4(j)	5	6	7	8

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

Any person participating in a procurement process shall -

(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;

(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

(f) not obstruct any investigation or audit of a procurement process;

(g) disclose conflict of interest, if any; and

(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

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

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

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

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the Bid; or

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date: Signature of bidder
Place: Name :
Designation:
Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

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

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

(7) Procedure for disposal of appeal

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

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

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

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

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

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

FORM No. 1
[See rule 83]

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

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

Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:
2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
   .....
   .....
   ..... (Supported by an affidavit)
7. Prayer:
   .....
   .....
   .....

Place .....

Date .....

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

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

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

Special condition for contract

Rajasthan Council of School Education,

Shiksha Sankul, JLN Marg, Jaipur.

1. The work shall be carried out as per prevalent PWD/BIS standards and specifications. Fixtures/Accessories and construction material shall confirm to prevalent PWD/BIS standards.

2. The tenderer shall inspect site of work before quoting rate in respect of accessibility, lead and lift of construction material.

3. Contractor shall mandatorily remain present on work site during measurements by departmental engineers. In case of absence, contractor shall be deemed to be present.

4. Defect Liability Period shall be counted after the actual date of completion. Date of completion will be as per special conditions of contract clause 19/CIR.NO.7710/30.3.2022 (Attached)

   ~~The Defect Liability Period will be,~~

   ~~For Major Repair works :- 3 Years.~~

   ~~For RMSA/SMSA works :- 3 Year.~~

   ~~For Girls Hostels :- 3 year.~~

5. All Material/Accessories/Fixtures etc. shall be got approved by Engineer In charge prior to being incorporated in work.

6. Any misprint in Schedule-G shall be reckoned as per BSR.

7. The contractors shall follow prevalent labour laws like Minimum Wages Act, Work Means Compensation Act, and Construction Workers Cess Act etc. prevalent form time to time. Department shall not be responsible for any dispute in this regard.

8. Rates quoted by the contractor shall include all types of taxes, duties, royalties, other mandatory deductions and recoveries etc. and same shall be paid by the contractor.

राजस्थान स्कूल शिक्षा परिषद

भू– तल, ब्लॉक–6, डॉ॰एस॰ राधाकृष्णन शिक्षा संकुल,
जवाहर लाल नेहरू मार्ग, जयपुर।
E-Mail:- rajsmsa.civil@rajasthan.gov.in
फोन नं: 0141–2700459

दिनांक: 30/3/2022

क्रमांक : RCScE/Civil/F2003TW (Part-I)D-7710

परिपत्र

राजस्थान स्कूल शिक्षा परिषद के माध्यम से करवाये जा रहे निर्माण कार्यों की बेहतर गुणवत्ता एवं रख–रखाव सुनिश्चित करने के दृष्टिगत पूर्व में Defect Liability Period से संबंधित जारी समस्त आदेशों/परिपत्रों का अतिक्रमण करते हुए निर्माण कार्यों के लिये Defect Liability Period (दोष निवारण अवधि) निम्नानुसार निर्धारित किया जाता है:–

क्र. सं.	कार्य का प्रकार	दोष निवारण अवधि
1	भवन निर्माण/ सुदृढीकरण/विशेष मरम्मत कार्य (राशि रूपये 10.00 लाख से अधिक के कार्य)	5 वर्ष
2	भवन निर्माण/ सुदृढीकरण/विशेष मरम्मत कार्य (राशि रूपये 10.00 लाख तक के कार्य)	3 वर्ष

यह आदेश सक्षम स्तर से अनुमोदित है एवं दिनांक 29.03.2022 से प्रभावी रहेगा।

(डॉ. रश्मि शर्मा)
राज्य परियोजना निदेशक, समग्र
शिक्षा एवं आयुक्त, स्कूल शिक्षा

प्रतिलिपि: सूचनार्थ एवं आवश्यक कार्यवाही हेतु :–

1. निजी सचिव, अति. मुख्य सचिव, स्कूल शिक्षा एवं भाषा विभाग, राजस्थान सरकार, जयपुर।
2. निजी सचिव, राज्य परियोजना निदेशक, समग्र शिक्षा एवं आयुक्त स्कूल शिक्षा, जयपुर।
3. अति. राज्य परियोजना निदेशक प्रथम/द्वितीय, राजस्थान स्कूल शिक्षा परिषद, जयपुर।
4. वित्तीय सलाहकार, राजस्थान स्कूल शिक्षा परिषद, जयपुर।
5. अधिशाषी अभियंता, राजस्थान स्कूल शिक्षा परिषद, जयपुर।
6. जिला परियोजना समन्वयक/अतिरिक्त जिला परियोजना समन्वयक, समग्र शिक्षा, जिला–समस्त।
7. सहायक अभियंता, प्रथम/द्वितीय/तृतीय/चतुर्थ, राजस्थान स्कूल शिक्षा परिषद, जयपुर को भेजकर लेख है कि उक्त का अनुमोदन परिषद की आगामी निष्पादक समिति की बैठक में करवाया जाना सुनिश्चित करें।
8. सहायक अभियंता, समग्र शिक्षा, जिला– समस्त।
9. रक्षित पत्रावली।

(रिछपाल सिंह)
अधीक्षण अभियन्ता

9. Escalation clause No 45 and 45 A shall be deemed to be deleted from the agreement.

10. RCC work carried out in absence of JEn/AEn shall not be accepted. JEn/AEn will issued a certificate in this regard along with the running bill.

11. Contractor shall submit original declaration regarding appointment of his representative (if any), and shall submit certified copy to photo ID with 3 nos of passport size photograph before actual commencement of work.

12. curing shall be got done for at least 28 days. If same is not done by contractor as per prescribed norms, same shall be got done by department on telephonic notice at contractors risk and cost. AEn should engage takers & man power for this. Bills of tankers & manpower should be duly verified by

    i. Principal/Head Master for major repair works, RMSA/SMSA works and works for which agreement executed by Head Master/Principle.

    ii. AEn of the district of Girls Hostel works and works for which agreement executed by ADPC/DPC SMSA.

The bill amount should be deducted from running bills.

13. Contractor shall keep site dully drained, Delays on account of bad shop or no drainage (other than those due to topographic conditions) shall be attributable to contractor.

14. Contractor shall keep site open to inspection round the clock for 24 hours and shall provide safe access to each and every part of the work.

15. Amount of security deposit will be refunded after due recommendation by junior Engineer & Assistant Engineer both in writing on the application of contractor after completion of defect liability period.

16. Contractor shall ensure safety of construction personnel/labourer and shall provide all the necessary facilities, equipments, T&P etc for this purpose.

17. Contractor shall provide all the safe necessary facilities related to drinking water, sanitation, hygienic conditions, safe temporary shelter etc to construction

18. Validity of tenders shall be 90 days. (Notice inviting tenders for works clause 11 of agreement will stand cancelled).

19. Work shall be deemed to be completed after completion of work as per financial approval & on the date on which construction debris have been removed and site cleaned and dressed as per direction of engineer in charge. Junior Engineer on receipt of the application of contractor to confirm date of completion will submit the same to Assistant Engineer with this recommendation. Assistant Engineer will submit this at the time of getting completion certificate from competent authority. Defect liability period will start from the actual date of completion as mentioned in completion certificate.

20. Before referring matter to court, same shall be referred by the contractor to sanding committee (as per procedure laid down in agreement form clause No23) consisting of-

    a. SPD, SMSA (Chairman)

    b. F.A./Ao. RCSCE (Member)

    c. EE, RCSCE (Member Secretary)

    d. Gazzetted legal officer (nominated by SPD)

    e. Assistant Director (Administration)

21. Contractor shall protect his construction material, fixtures and furniture and executed products from damage and theft.

22. Serviceable or unserviceable material obtained from dismantling shall be property of the concerned school or district project coordinator and if the same is used by contractor recoveries shall be made at current market rates.

23. Material/Articles of antique-historical-archaeological importance and nature shall be property of the government and if contractor acquires the same, he shall be punished under prevalent laws.

24. Contractor shall protect underground public utilities like drinking water supply, sanitary, electric, telephone etc lines. Dispute if any on account of this shall be personal responsibility of the contractor.

25. RCC work executed without concrete mixer, vibrator and metallic boxes shall be rejected.

26. Contractors shall intimate actual date of completion of each item within 3 days of completion to engineer in charge, so that measurements are taken by departmental site engineer.

27. Payment to the contractor should be made within 3 days of receipt of the bill from Account person of SMSA district level by chairman SDMC & DEO cum DPC SMSA (Subject to availability of funds).

28. Bill will not be passed by accounts person till detailed measurements are 100% checked by AEn for PCC foundation (depth and width), anti termite treatment, reinforment steel, iron and Aluminium items, ISI marked water supply, electrical, sanitary fixtures. Also detailed testing report of steel form a NABL accredited laboratory should be attached with running bill. In the absence of test report steel payment will be not allowed by account's person. Other than steel all the material would be tested by authorized laboratory.

29. Shuttering shall be done after kharanja and PCC work to prevent settlement of shuttering due to poor base. Polythene sheet is not to be placed during casting of RCC roof.

30. Covered place with proper ventilation and free of dampness is to be provided for storage of cement. Cement brand is to got approve by Assistant Engineer having BIS mark.

31. Contractor shall ensure that Steel used by him is free from rusting and manufactured by well know companies like SAIL , TATA, JINDAL etc and bears BIS mark. Mild steel bars are not to be used in any circumstance for load bearing components. Steel brand is to be got approved by Assistant Engineer. Also every lot of steel for all dimensions have to be got tested for quality as per clause-28.

32. Contractor shall ensure that potable quality of water free from chemicals is to used for concreting work. In case of any doubt, chemical analysis is to be got done by contractor from PHED at his own cost as per the direction of Assistant Engineer.

33. Till hand over of work to concerning Chairman SDMC of DEO Cum DPC SMSA, overall responsibility of building in all respect will be of the contractor.

34. It is the responsibility of Assistant Engineer to keep of least 10% of work order amount pending for final bill. Final bill will be paid only after approval of Extra Items, Final Time Extension, Deviation Statement & issuing of completion certificate from competent authority.

(Signature Contractor)

SCHEDULE-A (INFORMATION USEFUL TO CONTRACTOR)

The shall see the site of work and fully understand the working conditions of site before quoting rates / tendering and shall include all lead, lift etc. The contractor shall also ensure accessibility of the site before quoting rates. No extra claims in this regard shall be accepted. Conditional tender shall not be accepted.

SCHEDULE-B (LIST OF DRAWINGS TO BE SUPPLIED BY DEPARTMENT)

The detailed drawings may be seen in the office of Engineer-in-charge, if required for which notice/requisition in at least 15 days advance shall be made to DPC.

SCHEDULE-C (LIST OF DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR)

The contractor shall submit actual working drawings for approval at least 15 days prior to commencement of the activity and shall commence work only after getting approval.

SCHEDULE-D(QUALITY CONTROL)

the contractor shall conduct QC tests as per prescribed frequency and shell submit QC results of factory made material like steel, cement etc. at least 15 days prior to actual use of material.

SCHEDULE-E (SAMPLE OF MATERIAL)

The contractor shall have to submit sample of material to be used at least 15 days prior to actual use and shall use same only after getting approval from Engineer-in-charge.

SCHEDULE-F (TIME FOR COMPLETION)

The time of completion shall be as per NIT and same may be increased/decreased by department as per actual need and availability of budget.

SCHEDULE-G (WORK STANDARD AND SPECIFICATIONS)

Attached separately .

SCHEDULE -H (NON BSR ITEMS)

There are no non BSR items.

SCHEDULE-I

If there is any contradiction in general condition of contract and Special condition of contract, special condition of contract shall be final.

Signature Not Verified
Digitally signed by Sanjay Pahadia
Date: 2026.02.12 15:17:02 IST
Location: Rajasthan-RJ