



कार्यालय भू-सम्पत्ति अधिकारी
श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय
जोबनेर 303329, जिला जयपुर (राजस्थान)
फेक्स व फोन नं. 01425-254982

(वेबसाईट पर अपलोड करने बाबत)

No.F.13/SKNAU/EO/TENDER/2024-25/1213-18

DATE: 09.01.2025

ई-बिड सूचना सख्यां 22 (2024-25)

श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय जोबनेर के माननीय कुलपति महोदय की ओर से विश्वविद्यालय में विभिन्न स्थानों पर निर्माण कार्यों के लिए उपयुक्त श्रेणी में इस विश्वविद्यालय तथा राज्य सरकार एवं राज्य सरकार के अधिकृत संगठनों तथा केन्द्र सरकार व केन्द्र सरकार के अधिकृत संगठनों जो कि राज्य सरकार के उपयुक्त श्रेणी के समकक्ष हो व सम्बन्धित कार्य का अनुभव रखने वाली फर्मों से ई-टेन्डरिंग के माध्यम से निर्धारित प्रपत्र में ऑन लाईन बिड प्राप्त की जावेगी। बिड से सम्बन्धित विवरण वेब साईट sknau.ac.in, sppp.rajasthan.gov.in व <http://eproc.rajasthan.gov.in> पर देखा जा सकता है।

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

क्रं सं	कार्य का नाम	अनुमानित लागत रुं लाखों में	बोली प्रतिभूति	इस वि. वि. में पंजीकृत संवेदकों से बोली प्रतिभूति	बिड शुल्क	प्रोसेसिंग शुल्क	कार्य पूर्ण करने की अवधि	यूनिक बिड नम्बर
1.	Additional work of Repair, Renovation of Bhabha, P.G. Hostel at SKNCOA, Jobner.	10.00	20,000	5,000	500	500	1½ माह	
		10.00	20,000	5,000	500	500		

1. बिड हेतु पात्र संवेदको की श्रेणी :-

किसी भी सीमा तक	:	एए श्रेणी संवेदक
रु. 1000 लाख तक	:	ए श्रेणी संवेदक
रु. 500 लाख तक	:	बी श्रेणी संवेदक
रु. 150 लाख तक	:	सी श्रेणी संवेदक
रु. 30 लाख तक	:	डी श्रेणी संवेदक

- बिडदाता द्वारा बोली प्रतिभूति राशी, बिड शुल्क एवं प्रोसेसिंग शुल्क भू-सम्पत्ति अधिकारी, श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय जोबनेर के कार्यालय में दिनांक 16.01.2025 दोपहर 3.00 बजे तक जमा करवानी है।
- प्रोसेसिंग शुल्क के लिये 500 रु का डी•डी• MD,RISL, JAIPUR के नाम देय होगी तथा प्रतिभूति राशी एवं बिड शुल्क डी•डी•/बैंकर्स चैक द्वारा इस्टेट ऑफिसर एस•के•एन•ए•यू• जोबनेर के नाम से ही जमा की जायेगी।
- बिड प्रपत्रो हेतु आवेदन डाउनलोड की अवधि दिनांक 10.01.2025 प्रातः 10.00 बजे से 16.01.2025 दोपहर 2.00 बजे तक।

5. (अ) बिड प्रपत्र इलेक्ट्रॉनिक, फॉरमेट में वेबसाईट <http://eproc.rajasthan.gov.in> में दिनांक 11.01.2025 प्रातः 10.00 बजे से 16.01.2025 दोपहर 2.00 बजे तक जमा कराये जा सकते है एवं प्राप्त बिड इलेक्ट्रॉनिक फॉरमेट में वेबसाईट <http://eproc.rajasthan.gov.in> पर भू-सम्पत्ति अधिकारी, श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय, जोबनेर में दिनांक 17.01.2025 को प्रातः 11.00 बजे खोली जायेगी। यदि किसी कारणवश उस दिन अवकाश रहता है तो अगले दिन उसी समय व उसी स्थान पर बिड खोली जायेगी।
(ब) बिड की समस्त प्रक्रिया ऑन-लाईन होगी।
(स) बिड खोलने की तिथि को किसी कारणवश यदि समस्त बिड नहीं खोली जा सकती है तो उसके अगले कार्य दिवस में शेष बिड खोलने का कार्य जारी रखा जायेगा।
6. कार्यो के सम्मुख उपरोक्तानुसार वर्णित कार्यालय में संवेदक द्वारा दिनांक 10.01.2025 प्रातः 10.00 बजे से दिनांक 16.01.2025 दोपहर 2.00 बजे तक किसी भी कार्य दिवस में बिड प्रपत्र को देखा जा सकता है अथवा वेबसाईट <http://eproc.rajasthan.gov.in> एवं sknau.ac.in तथा sppp.rajasthan.gov.in पर भी देखा जा सकता है। बिड प्रपत्रों में बिडकर्ता के लिए योग्यता सूचना तथा बिडकर्ता की पात्रता, प्लान, स्पेसिफिकेशन, ड्राईंग विभिन्न कार्यो की मात्रा एवं दरों का विवरण, नियम, शर्ते एवं अन्य विवरण वर्णित है।
7. यदि संवेदक का नजदीकी रिश्तेदार (प्रथम रक्त सम्बन्धी व उनके पति/पत्नि) कार्य से सम्बंधित कार्यालय भू-सम्पत्ति अधिकारी, श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय जोबनेर में अधिकारी/कर्मचारी वर्ग मे किसी भी स्तर पर पदस्थापित हो तो उसके कार्य पर नियुक्त करने पर प्रतिबन्ध रहेगा।
8. विश्वविद्यालय में किसी भी इंजीनियर अथवा इंजीनियरिंग या प्रशासनिक कार्य पर नियुक्त राजपत्रित अधिकारी विश्वविद्यालय अनुमति के बिना सेवानिवृति के 2 वर्ष तक संवेदक अथवा उसके कर्मचारी के रूप में कार्य नहीं कर सकेंगे यदि संवेदक अथवा उसके कर्मचारी में कोई ऐसा व्यक्ति जिसने विश्वविद्यालय की उक्त लिखित अनुमति नहीं ली है तो अनुबन्ध रद्द किया जा सकेगा।
9. किसी भी बिड को स्वीकार करने एवं बिना कारण बताये निरस्त करने के समस्त अधिकार सक्षम अधिकारी के पास सुरक्षित है। आर.पी.डब्ल्यू ए-100 (आज दिनांक तक संशोधित) की समस्त शर्ते मान्य होगी।
10. कार्य पूर्ण करने की अवधि में मानसून अवधि सम्मिलित है।
11. कार्य की लागत जी अनुसूची में दर्शाये 10.00 लाख से अधिक राशि पर कार्य के दोष निवारण एवं उनके सुधार डिफेक्ट लाइबिलिटी पिरियड का उत्तर दायित्व कार्य पूर्णता के पश्चात मुख्य अभियंता, सा.नि.वि राजस्थान, जयपुर के आदेश क्रमांक एसई(आर)/ईईजीजीपी-II/डीएलपी/20-21/डी-95 दिनांक 06.01.2021 के अनुसार 5 वर्ष तक लागू होगा।

12. संवेदक द्वारा निम्न दस्तावेज बिड के साथ अपलोड करने पर ही उनकी बिड को खोला जायेगा:-

- (क) फर्म का ठेकेदारी के लिए वैध पंजीकरण प्रमाण पत्र।
- (ख) GST पंजीयन प्रमाण पत्र।
- (ग) बिड में दर्शाये अनुसार बोली प्रतिभूति राशि, बिड शुल्क, प्रोसेसिंग शुल्क की DD या बैंकर्स चैक की छाया प्रतिया।
- (घ) संलग्न परिशिष्ट क के अनुसार 50/-रु के नॉन ज्युडिशियल स्टाम्प पर घोषणा पत्र तथा अन्य घोषणाए यथा A,B, C व Special Condition Form etc.
- (ङ) बोली प्रतिभूति में छूट प्राप्त करने संबंधी वि. वि. में पंजीयन होने के प्रमाण-पत्र/कार्यालय आदेश की छाया प्रति।
- (च) गत पांच वर्षों में अनुमानित लागत का 50 प्रतिशत या अधिक राशि का समान प्रकार का एकल कार्य का सफलतापूर्वक पूर्ण करने का संबंधित विभाग/संस्थान के सक्षम अधिकारी द्वारा जारी प्रमाण-पत्र।
- (छ) पेन कार्ड की छाया प्रति।
- (ज) श्रम विभाग में पंजियन के प्रमाण पत्र की छाया प्रति।

13. संवेदक को बिड खोलने से पूर्व किसी भी मूल दस्तावेज को भौतिक रूप से जमा करवाने की आवश्यकता नहीं है, परन्तु E.M., BID Fees & Processing Fees (MD-RISL) इत्यादि की D.D. के साथ परिशिष्ट 'क' (स्टाम्प पेपर पर घोषणा) भी मूल रूप से जमा कराना होगा। बिडदाता द्वारा दी गई दरे तकनीकी बिड खुलने की तिथि से 90 दिनों तक मान्य रहेगी।

14. बिड में सबसे कम दर दाता को क्र.स 11 में दर्शाये गये दस्तावेजों वेरीफाई करने हेतु मूल दस्तावेज मांगे जाने पर प्रस्तुत करने होंगे।

15. ई-टेन्डरिंग के लिए बिडदाताओं हेतु निर्देश :-

(अ) इन बिडों में भाग लेने वाले बिडदाता बिड प्रपत्रों का इन्टरनेट साईट <http://eproc.rajasthan.gov.in> से डाउनलोड कर सकते हैं।

(ब) बिडों में भाग लेने बिडदाताओं को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर पंजीकरण करवाना होगा। ऑन लाईन बिड में भाग लेने के लिए डिजिटल सर्टिफिकेट इनफोरमेशन टेक्नोलॉजी एक्ट 2000 के तहत प्राप्त करना होगा, जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आएगा। बिड दाता उपरोक्त डिजिटल सर्टिफिकेट सी सी ए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडदाताओं के पास पूर्व में वैध डिजिटल सर्टिफिकेट है नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।

(स) बिडदाताओं को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा। जिसके प्रस्ताव डिजिटल साइन के साथ नहीं होंगे उनके प्रस्ताव स्वीकार नहीं किये जायेंगे कोई भी प्रस्ताव अकेले भौतिक फार्म में स्वीकार्य नहीं होगा।

(द) ऑन लाईन बिड निर्धारित दिनांक एवं समय पर उपरोक्त क्रम संख्या-4 के अनुसार खोली जायेगी।

(य) इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडदाता यह सुनिश्चित कर लेवे की बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ संलग्न कर दी गयी है।

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

(ल) बोली प्रतिभूति राशि की वापसी Ist lowest बिडदाता के अलावा अन्य बिडदाताओं को सफल बिडदाता से करार निष्पादन हो जाने के बाद ही लौटायी जावेगी। किसी बिडदाता द्वारा ऑन लाईन बिड प्रक्रिया में भाग नहीं लेने पर बिड शुल्क एवं प्रोसेसिंग शुल्क वापिस नहीं लौटाया जावेगा। कार्य सम्पादन पर देय सभी प्रकार के कर बिडदाता को वहन करना होगा।

16. उपापन प्रक्रिया के दौरान शिकायतों का निस्तारण – प्रथम अपील प्राधिकारी माननीय कुलपति, श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय, जोबनेर (जयपुर) एवं द्वितीय अपील प्राधिकारी प्रमुख शासन सचिव/अतिरिक्त मुख्य सचिव, कृषि विभाग, राजस्थान सरकार, जयपुर अथवा विश्वविद्यालय या राजस्थान सरकार द्वारा निर्धारित प्राधिकारी होंगे।

1 अपील:- (1) राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 की धारा 40 के अधधीन रहते हुए, यदि कोई बोली लगाने वाला या भावी बोली लगाने वाला इस बात से व्यथित है कि उपापन संस्था का कोई निर्णय, कार्यवाही या लोप इस अधिनियम या इसके अधीन जारी निर्देशों या मार्गदर्शन के उपबंधों के उल्लंघन में है तो वह उपापन संस्था के ऐसे अधिकारी को, जिसे इस प्रयोजन के लिए पदाभिहित किया जाये, विनिर्दिष्ट आधार, जिस पर या जिन पर वह व्यथित है, स्पष्ट रूप से देते हुए, ऐसे विनिश्चय या कार्यवाही या, यथास्थिति, लोप की तारीख से दस दिन की अवधि या ऐसी अन्य अवधि, जो पूर्व-अर्हता दस्तावेजों, बोली लगाने वाले के रजिस्ट्रीकरण दस्तावेजों या बोली दस्तावेजों में विनिर्दिष्ट की जाये, के भीतर संलग्न प्रारूप (प्रपत्र-‘य’) में अपील दाखिल कर सकेगा।

परन्तु बोली लगाने वाले के सफल होने की घोषणा के पश्चात् अपील केवल उस बोली लगाने वाले द्वारा दाखिल की जा सकेगी जिससे उपापन कार्यवाहियों में भाग लिया है।

परन्तु यह और कि ऐसी दशा में, जहाँ उपापन संस्था वित्तीय बोली को खोलने से पूर्व तकनीकी बोली का मूल्यांकन करती है वहाँ वित्तीय बोली के मामले से संबंधित अपील केवल उस बोली लगाने वाले के द्वारा दाखिल की जा सकेगी जिसकी तकनीकी बोली स्वीकार्य होने वाली पायी जाती है।

(2) उप-धारा (1) के अधीन अपील की प्राप्ति पर उक्त उप-धारा के अधीन पदाभिहित अधिकारी पक्षकारों को सुने जाने का युक्तियुक्त अवसर प्रदान किए जाने के पश्चात् यह अवधारित करेगा कि उपापन संस्था ने इस अधिनियम, इसके अधीन बनाए गए नियमों और मार्गदर्शक सिद्धान्तों के उपबंधों और पूर्व-अर्हता के दस्तावेजों, बोली लगाने वाले के रजिस्ट्रीकरण दस्तावेजों या, यथास्थिति, बोली दस्तावेजों के निबन्धों का पालन किया है या नहीं, और तदनुसार आदेश पारित करेगा जो उप-धारा (5) के अधीन पारित आदेश के अधधीन रहते हुए अंतिम होगा और अपील के पक्षकारों पर बाध्यकारी होगा।

(3) अधिकारी, जिसके समक्ष उप-धारा (1) के अधीन अपील दाखिल की गई है, अपील पर यथा सम्भव शीघ्र विचार करेगा और अपील दाखिल करने की तारीख से तीस दिवस के भीतर इसे निपटाने का प्रयास करेगा।

(4) यदि उप-धारा (1) के अधीन पदाभिहित अधिकारी उप-धारा (3) में विनिर्दिष्ट अवधि के भीतर उक्त उप-धारा के अधीन दाखिल अपील को निपटाने में असफल हो जाता है या यदि बोली लगाने वाला या भावी बोली लगाने वाला या उपापन संस्था उप-धारा (2) के अधीन पारित आदेश से व्यथित है तो बोली लगाने वाला या भावी बोली लगाने वाला या, यथास्थिति, उपापन संस्था, उप-धारा (3) में विनिर्दिष्ट अवधि के अवसान से या, यथास्थिति, उप-धारा (2) के अधीन पारित आदेश की प्राप्ति की तारीख से पन्द्रह दिवस के भीतर राज्य सरकार द्वारा इस निमित्त पदाभिहित किसी अधिकारी या प्राधिकारी को द्वितीय अपील दाखिल कर सकेगा।

(5) उप-धारा (4) के अधीन अपील की प्राप्ति पर उक्त उप-धारा के अधीन पदाभिहित अधिकारी या प्राधिकारी पक्षकारों को सुने जाने का युक्तियुक्त अवसर प्रदान किए जाने के पश्चात् यह अवधारित करेगा कि क्या उपापन संस्था ने इस अधिनियम, इसके अधीन बनाए गए नियमों और मार्गदर्शक सिद्धान्तों के उपबंधों और पूर्व-अर्हता के दस्तावेजों, बोली लगाने वाले के रजिस्ट्रीकरण दस्तावेजों या, यथास्थिति, बोली दस्तावेजों के निबन्धनों का पालन किया है या नहीं, और तदनुसार आदेश पारित करेगा जो अंतिम होगा और अपील के पक्षकारों पर बाध्यकारी होगा।

(6) अधिकारी या प्राधिकारी जिसके समक्ष अपील उप-धारा (4) के अधीन दाखिल की गई है, यथा-सम्भव शीघ्र अपील पर विचार करेगा और अपील के दाखिल करने की तारीख से तीस दिवस के भीतर-भीतर इसे निपटाने के लिए प्रयास करेगा।

परन्तु यदि अधिकारी या प्राधिकारी, जिसके समक्ष उप-धारा (4) के अधीन अपील दाखिल की गई है, पूर्वोक्त अवधि के भीतर अपील को निपटाने में असमर्थ रहता है तो वह इसके लिए कारण अभिलिखित करेगा।

(7) अधिकारी या प्राधिकारी, जिसके समक्ष उप-धारा (1) और (4) के अधीन अपील दाखिल की जा सकेगी को, पूर्व-अर्हता के दस्तावेजों, बोली लगाने वाले के रजिस्ट्रीकरण दस्तावेजों या, यथास्थिति, बोली दस्तावेजों में उपदर्शित किया जाएगा।

(8) उप-धारा (1) और (4) के अधीन प्रत्येक अपील ऐसे प्रारूप में और ऐसी रीति से दाखिल होगी और उसके साथ ऐसी फीस होगी जो विहित की जाएँ।

(9) इस धारा के अधीन अपील की सुनवाई के समय संबंधित अधिकारी या प्राधिकारी ऐसे प्रक्रिया-नियमों का अनुसरण करेगा जो विहित किए जाएँ।

(10) कोई भी ऐसी सूचना, जो भारत के आवश्यक सुरक्षा हितों के संरक्षण का ह्रास करेगी या जो विधि के प्रवर्तन या उचित प्रतियोगिता में अड़चन डालेगी या बोली लगाने वाले या उपापन संस्था के विधि सम्मत वाणिज्यिक हितों पर प्रतिकूल प्रभाव डालेगी, इस धारा के अधीन की किसी पर प्रतिकूल प्रभाव डालेगी, इस धारा के अधीन की किसी कार्यवाही में प्रकट नहीं की जाएगी।

17. अपील का प्ररूप –

(1) राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 की धारा 38 की उप-धारा (1) या (4) के अधीन कोई अपील प्ररूप (प्रपत्र – 'य') में उतनी प्रतियों के साथ होगी जितने कि अपील में प्रत्यर्थी हैं।

(2) प्रत्येक अपील उस आदेश, जिसके विरुद्ध अपील की गयी है, यदि कोई हो, अपील में कथित तथ्यों को सत्यापित करने वाले शपथ पत्र और फीस के संदाय के सबूत के साथ होगी।

(3) प्रत्येक अपील प्रथम अपील प्राधिकारी या, यथास्थिति, द्वितीय अपील प्राधिकारी को व्यक्तिशः या रजिस्ट्रीकृत डाक द्वारा या प्राधिकृत प्रतिनिधि के माध्यम से प्रस्तुत की जा सकेगी।

अपील फाइल करने के लिए फीस –

(1) प्रथम अपील के लिए फीस दो हजार पांच सौ रुपये और द्वितीय अपील के लिए दस हजार रुपये होगी जो अप्रतिदेय होगी।

(2) फीस का संदाय किसी अधिसूचित बैंक के बैंक मांगदेय ड्राफ्ट या बैंकर चैक के रूप में किया जायेगा जो संबंधित अपील प्राधिकारी के नाम देय होगा।

अपील के निपटारे की प्रक्रिया –

(1) प्रथम अपील प्राधिकारी या, यथास्थिति, द्वितीय अपील प्राधिकारी अपील फाइल किये जाने पर प्रत्यर्थी को अपील, शपथ पत्र और दस्तावेजों, यदि कोई हो, की प्रति के साथ नोटिस जारी करेगा और सुनवाई की तारीख नियत करेगा।

(2) सुनवाई के लिए नियत तारीख को प्रथम अपील प्राधिकारी या, यथास्थिति, द्वितीय अपील प्राधिकारी,—

(क) उसके समक्ष उपस्थित अपील के समस्त पक्षकारों की सुनवाई करेगा।

(ख) मामले से संबंधित दस्तावेजों, सुसंगत अभिलेख या उनकी प्रतियों का अवलोकन या निरीक्षण करेगा।

(3) पक्षकारों की सुनवाई, मामले से संबंधित दस्तावेजों, सुसंगत अभिलेख या उनकी प्रतियों के अवलोकन या निरीक्षण के पश्चात्, संबंधित अपील प्राधिकारी लिखित में आदेश जारी करेगा और अपील के पक्षकारों को उक्त आदेश की प्रति निःशुल्क उपलब्ध करायेगा।

(4) उप नियम (3) के अधीन पारित आदेश राज्य लोक उपापन पोर्टल पर भी दर्शित किया जायेगा।

यदि वाद उत्पन्न होने कि स्थिति बनती है तो उस स्थिति में न्यायालय क्षेत्र, जयपुर (राजस्थान) होगा।



(ई. लखबीर सिंह)

भू-सम्पत्ति अधिकारी

श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय, जोबनेर

परिशिष्ट 'क'

50/- रु. के नॉन ज्यूडिसियल स्टाम्प पर प्रस्तुत करने वाले घोषणा पत्र का प्रारूप
(नोटेरी से तस्दीक होना चाहिए)

- मैं (नाम) (पिता का नाम)
(उम्र) जाति व्यवसाय
..... निवासी का हूँ जो कि शपथपूर्वक यह घोषणा करता हूँ कि—
1. मैं मेरी/हमारी फर्म का एक मात्र मालिक/हिस्से दार हूँ तथा मैं यह घोषणा पत्र हस्ताक्षरित करने हेतु अधिकृत हूँ।
 2. मेरी/हमारी फर्म विभाग में
..... श्रेणी में स्थायी/अस्थायी रूप से पंजीकृत है तथा यह पंजीयन आज दिनांक तक वैध है।
 3. मेरे द्वारा भू सम्पत्ति अधिकारी, श्री कर्ण नरेन्द्र कृषि विश्वविद्यालय, जोबनेर द्वारा जारी बिड सूचना संख्या में वर्णित पात्रता सम्बन्धी समस्त शर्तों का अध्ययन कर लिया है तथा मुझे PWF&AR, RTPPA 2012, RTPPR 2013 के प्रावधान तथा अनुबंध पत्र में उल्लेखित की जाने वाली समस्त शर्तें मान्य हैं एवं मेरी/हमारी फर्म उक्त बिड के कार्य क्रम संख्या में बिड भरने हेतु पात्र है।
 4. इन कार्यों को करने हेतु मेरी/हमारी फर्म के पास आवश्यक समस्त मशीनरी एवं अन्य संसाधन उपलब्ध है।
 5. मेरे द्वारा उक्त बिड में प्रस्तुत किए गये समस्त दस्तावेज पूर्णतः वैध हैं तथा समस्त तथ्य सही हैं। मैंने कोई भी तथ्य छिपाया/घटाया/बढाया नहीं है।

उपरोक्त शपथ पत्र के क्रम संख्या 1 से 5 में वर्णित तथ्य मेरी निजि जानकारी अनुसार सही हैं जिन्हे मैं सही होना मानता हूँ। ईश्वर मेरी मदद करें।

फर्म का पूरा पता

पैन नंबर

मोबाईल नंबर

ई-मेल आई डी

बैंक का विवरण

बैंक का नाम मय शाखा

खाता संख्या

IFSC Code

(हस्ताक्षर शपथ ग्रहिता)

दिनांक

स्थान



बिडदाताओं द्वारा घोषणा

मैं/हम घोषणा करता हूँ/करते हैं कि मैंने/हमने जिन मालों/सेवाओं/संकर्मों के लिए बिड दी है, उनका/उनके/मैं/हम अधिकृत फर्म हैं।

यदि यह घोषणा असत्य पाई जाए तो किसी भी अन्य कार्रवाई, जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना, मेरी/हमारी प्रतिभूति को पूर्ण रूप से जब्त (forfeit) किया जा सकेगा तथा बिड को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

बिडदाता के हस्ताक्षर

प्रपत्र - 'B'

बिडदाता द्वारा घोषणा

मैं/हम घोषणा करता हूँ/करते हैं, कि हमने जिन मालों/सेवाओं/संकर्मों को जहाँ कहीं भी प्रदान की है, वहाँ विगत 3 वर्षों में सेवाओं में कमी होने के कारण हमें किसी भी सरकारी विभाग/उपक्रम /कम्पनी द्वारा ब्लैकलिस्ट नहीं किया गया है।

हम यह भी घोषणा करते हैं कि हमें किसी भी न्यायालय द्वारा सामान प्रदायगी में कोई वाद लम्बित नहीं है तथा इस विषयान्तर्गत हमें किसी भी न्यायालय द्वारा दण्डित नहीं किया गया है।

बिडदाता के हस्ताक्षर



प्रपत्र -'C'

Price fall clause प्रमाण पत्र

मैं/हम घोषणा करता हूँ/करते हैं, कि मेरे/हमारे द्वारा जो सेवा/मालं सप्लाई/संकर्म किये जायेंगे, उसमे वर्तमान खुली बोली की प्रस्तुत दरों से कम दरों पर किसी भी विभाग, निगम, बोर्ड, अन्य स्वायतशाषी संस्था आदि मे समान तरह के संकर्म नहीं किये जायेंगे और यदि कम दरों पर ऐसे संकर्म किये जाते है तो दरे स्वतः ही उस तिथि से तदनुसार ही Downward संशोधित मानी जाएगी।

बिडदाता के हस्ताक्षर मय मोहर



FORM NO. 1 [See rule 83 of RTPP]

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. Ground of appeal:

.....

 (Supported by an affidavit)

7. Prayer:

.....

Place Date

Appellant's Signature

1. First Appellant Authority : Vice Chancellor, SKNAU, Jobner.

2. Second Appellant Authority : Principal Secretary.



OFFICE OF THE ESTATE OFFICER

SRI KARAN NARENDRA AGRICULTURE UNIVERSITY,

JOBNER-303329 Distt. Jaipur (Raj.)

Fax & Phone No. 01425-254982, Email ID:- estateofficer@sknau.ac.in

Tender Fee & EM %

CR. No. _____

SPECIAL CONDITION

1. (a) Name of work: **Additional work of Repair, Renovation of Bhabha, P.G. Hostel at SKNCOA, Jobner.**
(b) Name of the Contractor: _____
(c) Estimated Cost: **10.00 Lacs**
(d) Time & date for receipt : **Time: 02.00 PM Date : 16.01.2025**
(e) Time & date of opening: **Time: 11.00 AM Date : 17.01.2025**
(f) Site of work: **SKNCOA, Jobner.**
(g) Period of completion: **Forty Five Days.**
2. Sealed tender are invited on presenting basis item rate for the above work from the registered contractor of various department which will be received & opened by Estate Officer at the time & date of shown respectively at para (c) and (i) in the presence of those contractor who wish to be present.
3. Rate for tender premium quoted should be inclusive of all taxes and charges. No extra payment will be made for tax/duty/royalty or other charges.
4. For the item of the work shown in 'G' schedule which have a reference to the B.S.R. of Rajasthan PWD (B&R) in force of the date of opening of the tender of the relevant circle of PWD shall be consider correct and applicable in the case of any discrepancy.
5. The contractor shall bind himself/themselves to carry out quantity up to 50% excess of the quantities mentioned in the 'G' schedule at the rate quoted by him/them in this tender which may have been in force at the opening of the tender.
6. Work shall be done as per PWD (BSR) Rajasthan Standard Specification which may have been in force time to time and measurements will be done accordingly.
7. Decision of the Hon'ble Vice Chancellor, SKNAU, Jobner in matters of dispute shall be conclusive, binding and final.
8. Contractors are supposed to see the site conditions and quarries and no claim for any lead other than that including in the rates of various items of works shall be entertained by the university. The rates as shown against various items are complete and final.
9. Work shall be completed in all respect within the period of completion shown in para (b) from the date of written in work order to commence the work.
10. For reason beyond the control of the contractor, the university authorities may grant extension of the time for the period as considered reasonable.

11. If the contractor fails to commence the work within a week of the receipt of the work order it shall rest with the University to forfeit his 1% bid security.
12. Condition of any sort except as provided in the printed form PWD MF, amended up to date will be entertained. The condition in lieu with form PWD MF-64 will be a binding on the contractor.
13. The connection for water shall be obtained by the contractor from water works if the water is supplied by the University 1% of the amount of the bill will be recovered from all the bills.
14. Any conditional tender will not be accepted.
15. The offer shall remain valid for a period Three months from the date of receipt of the tender.
16. The contractor before submitting their terms and condition to execute the work must carefully go through the prescribed contract agreement (from 1 to 26) of the University successful tenderer shall be required to enter into an Agreement with the University as per general conditions laid therein.
17. Contractors should sign each page of the Tender documents including term and conditions incomplete tenders are liable to be rejected.
18. The undersigned reserves full powers to reject any or all tenders without assigning any reasons.



ESTATE OFFICER

Signature of the contractor
With full address and phone or mobile No.

ESTATE OFFICER

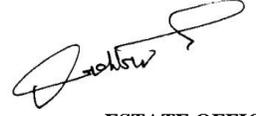
**OFFICE OF THE ESTATE OFFICER
SRI KARAN NARENDRA AGRICULTURE UNIVERSITY,
JOBNER-303329 Distt. Jaipur (Raj.)**

Name of work - Additional work of Repair, renovation of Bhabha, P.G. Hostel at SKNCOA, Jobner.

Rates Based on - BSR PWD 2022.

G Schedule

BSR Item No	S.No.	Particulars	Quantity	Unit	Rate	Amount	Total Amount in Words
15.12	1	Providing and laying APP (Atactic Polypropylene Polymer) modified prefabricated five layer 3mm thick water proofing membrane, black finished reinforced with non-woven polyester matt consisting of a coat of bitumen primer for bitumen membran @ 0.40 ltr/sq.mt. by the same membrane manufacture of density at 25°C, 0.87-0.89 kg/ltr and viscosity 70-160 cps. Over the primer coat the layer of membrane shall be laid using Butane Torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under Joint strength in longitudinal and transverse direction at 23°C as 650/450N/5cm. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D-5147. The laying of membrane shall be got done through the authorized applicator of the manufacturer of membrane. 3 mm thick	1885.00	Sqm	474.00	893490.00	Rupees Eight lakh Ninety Three Thousand Four Hundred Ninety Only
12.59.1	2	Painting with Aluminium paint of approved brand and manufacture to give an even shade : Two or more coats	2000.00	Sqm	53.00	106000.00	Rupees One lakh Six Thousand Only
				Total amount		999490.00	Rupees Nine lakh Ninety Nine Thousand Four Hundred Ninety Only



ESTATE OFFICER

I/we beg to tender as per% above/below of the "G" schedule

Signature of Contractor
With full Address

ESTATE OFFICER

AGREEMENT NO.....

Year.....

OFFICE OF ESTATE OFFICE

SRI KARAN NARENDRA AGRICULTURE UNIVERSITY, JOBNER

Sub - Division.....

Name of Work.....

Name of Contractor.....

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

Technical Sanction No.....

Job No.....

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

Vide : Estate officer order No..... Dt..... 201.....

Details of Documents

Page

- (a) Percentage Rate Tender R.P.W.A. 100
(See rule 322 & notes 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. Comptroller S.K.N.A.U. Jobner,
2. The Accounts Officer/
3. The Assistant Engineer/JEN Shri.....
4. Auditor
5. Shri/M/s..... Contractor

Amended Up to 10.03.2010

SRI KARAN NARENDRA AGRICULTURE UNIVERSITY, JOBNER**OFFICE OF THE ESTATE OFFICER****NOTICE INVITING TENDERS FOR WORKS**

1. Tenders are hereby invited on behalf of the vice chancellor, Sri Karan Narendra Agriculture University, Jobner for the work of from enlisted contractors of the appropriate class. Contractor's enlisted with CPWD, PWD, Postal, Telecom, Railway, MES, other State Governments/Central Government Undertakings/Organisations equivalent to 'AA' and 'A' Class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under :
 - (i) Contractors equivalent to 'AA' Class of Rajasthan Works of which cost exceeds Rs. 1.5 crores
 - (ii) Contractors equivalent to 'A' Class of Rajasthan Works of which cost exceeds Rs. 1.5 crores but not exceed Rs. 3.00 crores.
2. Contract document consisting of the detailed plan, complete specifications, the schedule of the quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the persons whose tender may be accepted, which will also be found printed in the form of tenders, can be seen at the office of the Estate Officer, SKWAU, Jobner on any working day during office hours.
3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes, will be received by the Estate Officer, SKWAU, Jobner up to am/pm (time) on the (date) and will be opened by him in his office at am/pm (time) on (date) in the presence of such Contractors or their authorised representatives, as are present.
4. Tenders are to be submitted on prescribed form which can be obtain from the office of the Estate Officer, SKWAU, Jobner on payment of a sum of Rs. In cash or by demand draft. The sale of tender forms will start at least days before the date of receipt of tenders. The sale of tender will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that all the tender papers including Conditions of Contract are signed by the tenderer. Eligibility to get tender forms shall be with reference of the amount mentioned in the NIT.
5. The work is to be completely finished to the satisfaction of the engineer in charge within months from the 10th day after the date of written order to commence the work.
6. Earnest Money amounting Rs. must accompany each tender, and each tender is to be in a sealed cover, superscribed "Tender for" and addressed to the Estate Officer, Sri Karan Narendra Agriculture University, Jobner. Earnest Money in bankers cheque in the name of officer inviting tender or Demand Draft of Nationalised/Scheduled Banks, should be deposited with the cashier or authorised clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs. 5 crores and above, Earnest Money of Rs. 10 lac. shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (Form RPWA 87) or in cash. Enlisted contractors shall be required to deposit 1/2% of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.
7. The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit. However a contractor may elect to deposit full amount of security deposit in the shape of bank guarantee or any acceptable form of security before or at time of executing agreement. In that case E.M. may be returned only after deposition of full 100% as above, However in case during execution cost of work exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.

- 8. The acceptance of the tender will rest with the Competent Authority who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason.
- 9. Tender forms as issued from the office(s) mentioned above (Para 4), must be returned, with all enclosures, to the Estate Officer, SKMAU, Jobner on the date of receipt of tenders. :
- 10. No refund of tender fees is claimable for tenders not accepted or forms returned or for tenders not submitted.
- 11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of financial bid :

1.	For tender to be accepted by Estate Officer	45 days
2.	For tender to be accepted by Building Committee	60 days
3.	For tenders to be accepted by Building Council	90 days

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

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

- 12. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations totalling or other discrepancies or which contain over-writing in figures or words or corrections not initialled and dated, will be liable to rejection.
- 13. Enlisted Contractors, will be required to pay Earnest Money @ 1/2% of estimated cost of work put to tender, in case of work for which they are authorised to tender under Rules for enlistment of contractors, but the amount to the extent of full Earnest money shall be liable to be forfeited in the event of circumstances explained in Clause 11 above. Degree/Diploma holder Engineers may pay Earnest Money equal to one half of the normal rates, subject to the provisions of Rules for enlistment of Contractors.
- 14. The tender should be accompanied with income Tax and Sales Tax Clearance Certificates from the concerned departmental authorities, without which the tenders may not be entertained.
- 15. The whole work, may be split up between two or more contractors or accepted in part and not in entirety if considered expedient.

Signature of the Estate officer
for and on behalf of the Vice Chancellor SKMAU
Jobner

CONTRACT FOR WORK

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Estate officer or other duly authorised Engineer. The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Estate officer shall be open for inspection by the Contractor at the office of the Estate officer or other duly authorised Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a Power of Attorney, authorising him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractor are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Estate officer or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be given to the contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.
6. The Estate officer or any other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Estate officer or other duly authorised Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Estate officer or duly authorised Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Estate officer not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawings given to them.

Declaration :

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

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated / scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be communicated to the E.O.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B, C and D of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check there are discrepancies the following procedure shall be followed.
 - (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.
17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
19. The tender documents show already the specific terms and conditions on which tenders are required by the University, hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the nature and magnitude.
21. The Estate officer or other duly authorised Engineer reserves the right to ask for submission of samples as in respect of material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the E.O. shall be at liberty to forfeit the said earnest money absolutely.

22. The Contractor shall submit the list of the works, which are in hand (progress), in the following form :

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

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures, as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and overwritings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
25. After acceptance of the tender, the Contractor or all partners (In the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of agreement.
26. If any contractor, who having submitted a tender does not execute the agreement of start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreements.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a tenderer reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
(b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

Tender for works

I/We hereby tender for the execution for the Vice Chancellor of the SKNAU of the work specified in the underwritten memorandum within the time specified such memorandum at the rates, (in figures).....% (as well as in words) percent below/above the amount, entered in the schedule 'G' in all respects in accordance with the specification, design drawings and instruction is writing referred in rule 1 in all respect accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking, of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

- (a) General description of work.....
- (b) Estimated cost Rs.....
- (c) Earnest Money Rs..... @ 2% for enlisted contractor outside the SKNAU and 1/2% for enlisted in E.O. SKNAU.

(d) Security Deposit :

(i) "The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, that amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guranantee. FDR etc. The earnesh money deposited shall however be adjusted while duducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

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

(iii) Bank Guarantee shall in all cases be payable at the Jobner.

(e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is months. Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Vice Chancellor SKNAU or his successors in office, the sum of money mentioned in the said conditions. A sum of Rs..... is for warded herewith is the form of Cash, Bank-draft, Bankers cheque as Earnest Money.

This amount of E.M. Shall absolutely be forfeited to the Vice Chancellor SKNAU or his successor in office without prejudice to any other right or remedies the Vice chancellor of SKNAU or his successor in his office, should I/we fail to commence the work specified in the above memorandum.

Signature of Witness
Witness address & occupation

Signature of Contractor
Address of Contractor

Date :

The above tender is hereby accepted by me on behalf of the
vice chancellor, S.K. Nayak, Agriculture University, Jabner.

Date :

Estate Officer

CONDITIONS OF CONTRACT

Clause 1 : Security Deposit :

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

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

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

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

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

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

University is not concerned with any interest accruing to the Contractor on any form of Security (primary or collateral) lodged by him with the Bank or any; sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

Clause 2 : Compensation for delay :

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Estate officer to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has

elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation of the University at every time span as below :-

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

Note : In case delayed period over a particular span is split up and is jointly attributable to university and contractor the competent authority may reduce the compensation in proportion of delay attributable to university over entire delayed over that span after clubbing up the split delays attributable to university and this reduced compensation would be applicable over the entire delayed period without paying any escalation. Following illustration is given first time span of 6 months, delay is of 30 days which is split over as under :-

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

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

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

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

Clause 3 : Risk & Cost Clause :

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

- (i) If contractor having been given by the Estate officer, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of Estate officer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of he has already, failed to complete the work by that date.
- (ii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the Contractor commits any acts mentioned in Clause 19 here of :
When the Contractor has made himself liable for action under any of the cases aforesaid, the Estate officer on behalf of the Vice Chancellor of SKNAU shall have powers.
- (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Estate officer shall be conclusive evidence) upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of the university.
- (b) To employ labour paid by the university 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 Estate officer shall be final and conclusive against the Contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the contractor under the terms of this contract. The certificate of the Estate officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
- (c) After giving notice to the Contractor to measure up the work of the Contractor and to take such part thereof, as shall as unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (if the amount of which excess, the certificate in writing of the Estate officer shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by university, under this contract or on any other account, whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sale thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the Estate officer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Estate officer has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

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

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

Clause 5 : Extension of Time :

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Estate officer within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of powers or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefor, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this Clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract. The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5 A : Monthly Return of Extra Claims :

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

Clause 6 : Final Certificate :

On completion of the work, the Contractor shall send a registered notice of the Estate officer giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Vice chancellor and shall request the Estate officer to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or there parts of any building in, upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such

scaffolding or surplus materials, as aforesaid, except for any such actually realized by the sale thereof. On completion, the work shall be measured by the Estate officer himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate as aforesaid, the Estate officer had reason to believe that the measurements taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

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

(Delete whichever is not applicable). (Ten days will apply to works at the headquarters of Estate officer and thirty days for works at other place.)

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

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

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

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If there shall be any dispute about any items of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the condition of the contractor the defects, if any shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of, registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8 : Bills to be submitted monthly :

A bill shall be submitted by the Contractor each month or on before the date fixed by Estate officer for all work executed in the previous month and the Estate officer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expertly

of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed, as aforesaid the Estate officer may deput a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Estate officer prepare a bill from such Measurement Book, which shall be binding on the Contractor in all respects.

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

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

Clause 9 : Bill to be on printed forms :

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Estate officer and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates herein after provided for such work.

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

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Estate officer (i) an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank or receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due, to him, by University or his signature on the bill or other claim preferred against University before settlement by the Estate officer of the account or claim, by payment to the Bank, While the receipt given by such bank shall constitute a full and sufficient discharge for the payment; the Contractor should, whenever possible, present his bill duly receipted and discharged through his banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-a-vis the Vice Chancellor.

Clause 10 : Stores supplied by Government :

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Estate officer stores, or if, it is required that contractor shall use certain stores to be provided by the Estate officer specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, any be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Performance Guarantee and or Security Deposit or the proceeds or sale, if the same is held in university securities, the same on a sufficient portion there of being in this case, sold for this purpose. All material supplied to the contractor, either from departmental store or with the assistance of the university shall remain the absolute property of University. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured, and these shall not, on any account, be removed from the site of work and shall be, all times, open to inspection by the Estate officer. Any such material, unused and in perfectly good condition at the time of completion or determination to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the contractors, he shall be paid for at the price originally excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor

in case of supplies received with the assistance of University which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Estate officer, as to the price of the stores returned, keeping in view its conditions etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the university all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply or non-supply or non-supply thereof, all or any such materials and stores.

Clause 10 A : Rejection of materials procured by the Contractor :

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

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

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

Clause 10 C : Hire of Plant and Machinery :

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

Clause 11 : Works to be executed in accordance with specifications, Drawings Order etc. :

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

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

Clause 12 :

The Estate officer shall have power to make any alternations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Estate officer, and such alternation, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above

specified as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agreed to do his main work. The time for the completion of the work shall be extended in the proportion that the altered additional on substituted work bears to the original contract work, and the certificate of the Estate officer shall be conducive as to such proportion. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

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

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

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

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

Clause 12A :

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

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

All the provision of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit no withstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (ii) of the preceding clause 12 and E.O. may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by E.O. and the Contractor.

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

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

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

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

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

All work, under or in course or execution or executed in pursuance of the contract, shall, at all times, be open to inspection and supervision of the Estate officer and his superior officers and his subordinates and any other authorized agency of the University and the contractor shall, at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Estate officer of his subordinate and any other authorized agency of university committee of retired officer/officers appointed by the university for the purpose to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent, duly accredited in writing, present for purpose. Orders given to the Contractor's agent shall be considered to have the same force as if the had been given to the Contractor himself.

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

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

Clause 17 : Contractor liable for damage done and for imperfections :

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

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

The Contractor shall arrange and supply at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Estate officer stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or watch may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which, under these conditions, he is entitled to be satisfied of which he is entitled to require, together with carriage thereof, to and from the work. The contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, necessary for the purpose of setting out work and counting, weighting and assisting, in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Estate officer at the expense of the contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee and or security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall, be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the consent of the Contractor, be paid to compromise any claim by any such person.

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

The contract shall not be assigned or sublet without the written approval of the Estate officer, and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly be given, promised or offered by the contractor or any of his servants or agents, to any public officer or person, in the employ of University in any way, relating to his office or employed or if any such office a person shall be cover, in any way, directly or indirectly interested in the contract, the Estate Officer may, there upon, by notice, in writing rescind the contract and the Performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of University and the same consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereof, actually performed under the contract.

Clause 20 : Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss :

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21 : Changes in constitution of firm :

Where the Contractor is a partnership firm, the previous approval, in writing, of the Estate officer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement were under the partnership firm would have the right to carry out the work thereby undertaken by the Contractor. If, previous approval as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensure, as provided in the said Clause 19.

Clause 22 : Works to be under direction of Engineer-in-charge :

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

Clause 23 : Standing Committee for Settlement of disputes :

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

- (i) Vice Chancellor
- (ii) Comptroller
- (iii) Registrar
- (iv) SE. P.W.D. *Jehner. / Jaipur*
- (v) Estate Officer (Member-Secretary)

The Engineer-in-charge, on receipt of application along with non-refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one lac) from the Contractor, shall refer the disputes to the committee with in a period of one month from the date of receipt of application.

Procedure and Application for referring cases for settlement by the Standing committee shall be as given in Form RPWA 90.

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

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

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

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

Clause 25 : Lump-sums in estimates:

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

Clause 26 : Action where no Specification :

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

Clause 27 : Definition of work :

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

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

The term "Engineer in charge" means the Estate officer who shall supervise and be in charge of the work, and who shall sign the contract on behalf of the vice chancellor SKYAU, Jobner.

Clause 27 B : Definition of University or S.K.Y.A.U. :

The terms university mean Sri Karan Narendra Agriculture University, Jobner

Clause 27 C : Definition of the Vice Chancellor :

The terms of vice chancellor means the vice chancellor of Sri Karan Narendra Agriculture University, Jobner.

Clause 28 :

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

Clause 29 : Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Estate Officer.

The rates for several items of works, estimated to cost more than Rs. 1.000/-, agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specifications. In cases, where the item of work are not accepted, as so completed, the Estate officer may make payment an account of such items, at such reduced rate as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29 A : Payments at part rates :

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

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

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

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

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the University as principal employer under sub section (1) of section 12 of the said act. On behalf of the contractor it shall be recoverable by the SKMAU from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause I of the Conditions of Contract.

Clause 32 : Withdrawal of work from the Contractor :

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

Clause 33 :

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

Clause 34 : Protect works :

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

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

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

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

Clause 36 A :

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

Clause 36 B :

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

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

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

Clause 36 D :

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

Clause 37 : Refund of Security Deposit :

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

- (a) In case of contracts relating to hiring to trucks and other T&P transportation including the loading unloading of materials, the amount of Security Deposit is refundable along with the final bill.
- (b) **Supplies of material :** As per provisions of the G.F & A.R.
- (c) **Ordinary repairs :** 3 months after completion of the work provided of final bill has been paid.
- (d) **Original works/special repairs/renewal works :** Security Deposit will be refunded 6 months after completion or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement whichever is later provided the final bill has been paid.
- (e) In case of original work/special repairs works costing more then Rs. 10 lacs, partial amount or S.D. will be refunded during the defect the liability period @ 10% of S.D. amount after lapse of one year of completion and thereafter 10% of original amount of the S.D. at the end of each subsequent year. The remaining amount of S.D. be refunded after the expiry of defect liability period *as per latest order of F.D. of Gov. of Raj.*

Clause 38 : Fair Wage Clause :

- (a) The Contractor shall pay not less than fair wages/minimum wages to laborers engaged by him on the work as revised from time to time by the government but the University shall not be liable to pay anything extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

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

- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said Work as if the labourers have been immediately or directly employed by, him.
- (c) In respect of all labourers immediately or directly employed on the work for the purpose of the contractor part of his agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions maintenance of wages register, wage card, publication of scale of wages and other terms of employment inspection and submission of periodical return and other matters of a like nature.
- (d) The Estate officer shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-a-Vis the "university, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

Clause 39 : Contractor to engage technical staff :

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

- (a) For works costing Rs. 100 lacs and above- One Graduate Engineer.
- (b) For works costing between Rs. 50 lacs to Rs. 100 lacs- One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 lacs and Rs. 50 lacs- One qualified diploma holder.
- The technical staff should be available at site, whenever required by Engineering-in-charge to take instructions.

Clause 39 A :

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961 and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 40 : Safety Code :

The Contractor shall follow the safety code of the Department.

Clause 41 : Near Relatives barred from tendering :

The Contractor shall not be permitted to tender for works, in university in which his near relatives is posted as Divisional Accountant or as an officer in any capacity between the grades of the Estate officer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the University. Any breach of this conditions by the Contractor would render him liable to be removed from the approved list of contractors of the Department. If such facts is noticed (a)

before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enrollment deposit and the work/remaining work. may allot to any registered contractor on the same rates as per rules.

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

Clause 42 : Retired Officer barred for 2 years :

No Engineer of Officer rank, employed in Engineering or Administrative duties in Estate office of university is allowed to work as Contractor for a period of 2 years of his retirement from University service without the previous permission of University. The contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the permission of University aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 43 : Quality Control :

The university shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

Clause 43 A:

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

Clause 44 : Death of Contractor :

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

Clause 45: Price Variation Clause :

If during the progress of the contract of value exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 6 months (both the conditions should be fulfilled) the price, of any materials/bitumen/diesel/petrol/cement and steel incorporated in the works (not being materials to be supplied by the department) and or wages of labour-increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/labour/bitumen diesel/petrol/cement and steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted then prices on the date of opening of tender shall be considered for price adjustment.

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

(A) Labour :

$$V_L = 0.75 \times \frac{R}{100} \times R \frac{I_1 - I_0}{I_0}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.
 R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in the clause.

L_{LO} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which tender wer opened/negotiated (as Reserve Bank of India Journal/Labour Bureau Shimla, for the area).

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

P_L = Percentage of labour components.

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

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

$$V_m = 0.75 \times \frac{P_m}{100} \times R \times \frac{L_{m1} - L_{m0}}{L_{m0}}$$

V_m = Increase of decrease in the cost during the quarter under consideration due to change in rates of material.

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

L_{m0} = The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (a published in Reserve - Bank of India Journal/Economic Adviser to Government of India. Ministry of Industries for th area).

L_{m1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserv Bank of India Journal/Economic Adviser to Government of India. Ministry of Industries, for the area).

P_m = Percentage of material component (excluding materials supplied by the Department).

(C) Bitumen :

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

V_b = Increase of decrease in the cost of work during the quarter under consideration due to change in rates for bitumen
 R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplie by the department and excluding other items as mentioned in the clause.

B_0 = The average wholesale price for bitumen of the day of opening of tenders/negotiation, as published by the Economi Advisor to Govt. of India, Ministry of Industry.

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

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

(D) Petroleum :

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

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

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

F_0 = The average wholesale price Index of POL as published by the Economic Adviser to the Government of India, Ministr of Industry on the day of opening at tender/negotiations.

F_1 = The average wholesale price Index of POL for the quarter under consideration as published weekly by the Economi Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

P_f = Percentage of Fuel and lubricants component excluding fuel and Lubricants supplied by the Department (Specifie in the sanctioned, estimate for the work).

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

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

(E) Cement :

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

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

L_{c0} = The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).

L_{c1} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

(F) Steel :

$$V_s = 0.75 \times \frac{P_s}{100} \times R \times \frac{L_{s1} - L_{s0}}{L_{s0}}$$

V_s = Increase of decrease in the cost of work during the quarter under consideration due to change in 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 the clause.

L_{s0} = The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

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

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

$$P = \frac{P_0}{100} \left[15 + 35 \frac{M_p}{M_{p0}} + 15 \frac{W_0}{W_1} + 35 \frac{W_0}{W_2} \right]$$

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

P_0 = Price quoted/confirmed.

M_{p0} = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulleting. Revised Index Number of Wholesale Price (Base : 1981-82 = 100 for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

W_0 = All India Average Consumer Price Index Number for Industrial Workers (Base : 1982 = 100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be the in which price was offered or negotiated whichever is later.

The above Index number M_{p0} & W_0 are those published by IEEMA as prevailing of the first working day of the calendar month Four month prior to the date of tendering.

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

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

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

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

Note - 3 The indices M_p & W_o are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.

General Conditions for admissibility or Escalation

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

(a)	Labour	Percent
(b)	Material	Percent
(c)	Bitumen	Percent
(d)	Diesel and Petrol(POL)	Percent
(e)	Cement	Percent
(f)	Steel	Percent
Total		
3. While allowing price escalation the following shall be deducted from the value of work done (R) : (a) Cost of material supplied by the Department (b) Cost of services rendered as per clause 34, (c) of Secured Advance/ any advance added earlier but deducted agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement cost of work done during every quarter shall be taken into account. At the completion of work done during the last quarter of fraction thereof shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book shall be the criterion.
6. The index relevant to any quarter for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less the value of work actually done excluding cost of material supplied by the Department exceeds Rs. 50 lac and completion period is more

- than 6 months, then escalation would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally situated period is 6 months or less but actual period of execution excess beyond 6 months or account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
 10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him curing subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be nationally given based upon the price index of that quarter in which such work was required to be done.
 11. No claims for price adjustment other than those provided herein, shall be entertained.
 12. If the period of completion period attributable to Government exceeds twelve months but cost does not exceeds more than Rs. 50 lac no escalation is admissible.
 13. Similarly, If cost of works increases more than Rs. 50 lac but completion period including extended period attributable to Government is less than 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 for concerned quarter by the RBI.
 15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
 16. In case at the time of executing agreement both the condition (completion period 6 months and amount of work Rs. 50 lac) for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Government, both the conditions become fulfilled in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 6 months.
 17. The contractor shall for the purpose of this conditions keep such books of account and other document as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Engineer-in-charge furnish verified in such a manner as the Engineer-in-charge may require.

Clause 46 : Force Majeure :

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

Clause 47 : General Discrepancies and errors :

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

Clause 48 : Post Payment Audit & Technical Examination :

The Government shall have right to cause an audit and technical examination of the works, and the final bills of the as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed below specification, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for department to recover the same from him in the manner prescribed in Clause 50 or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract, in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the university to the Contractor.

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

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

Clause 48 B : Check Measurement:

The department reserves to itself, the right to prescribe a scale of check measurement of work in general, or specific scale for specific words or by other special orders (about which the decision or the department shall be final) Checking of measurement by superior officer shall supersede measurements by the subordinate officer and the former will become the basis of the payment. Any over / excess payment detected, as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the university.

Clause 49 : Dismantled Materials :

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

Clause 50 : Recovery from Contractors :

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

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

Clause 51 : Jurisdiction of Court :

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

Progress Statement referred to in Clause 2 of Conditions of Contract

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

The Contractor has been informed that this tender has been accepted

Dated.....Signature of Estate officer

Dated.....Signature of Contractor

Notes : For filling in the progress Statement Form

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

ANNEXURE TO APPENDIX XI
SRI KARAN NARENDRA AGRICULTURAL UNIVERSITY CONTRACTORS
LABOUR REGULATIONS

1. **Short title :** These regulations may be called "The Sri Karan Narendra Agriculture University Contractor's- Labour Regulations."
 2. **Definition :** If these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say :
 - (i) "**Labour**" means workers employed by a Swami Keshwanand Rajasthan Agricultural University contract directly, or indirectly through a subcontractor or other person or by an agent on his behalf.
 - (ii) "**Fair Wage**" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.
 - (iii) "**Contractor**" shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract.
 - (iv) "**Wages**" shall have the same meaning as defined in the Payment of Wages Act and includes time as well as piece rate wages.
 3. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract display and correctly maintain and continue to display in conspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Estate Officer or Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
 4. **Payment of Wages :**
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
 5. **Fixation of wage periods :**
 - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one of which his employment is terminated.
 - (v) All payment of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.
- Note :** The term "working day" means a day on which the labour is employed in progress.
6. **Wage Book and Wage slips etc.**
 - (i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient but it shall include the following particulars :
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (ii) Wages actually paid for each wage period.
 - (iii) The contractor shall also maintain a wage slip for each worker employed on the work.
 - (iv) The Estate Officer may grant an exemption from the maintenance of the wage books and wage slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

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

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following :
 - (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
- (i-a) The University may, from time to time, allow deductions other than those specified in clause I above.
- (ii) No fines shall be imposed on a worker and no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
- (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

B. Register of fines etc. : The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

The Contractor shall maintain both in English and local Indian Language, a list approved by the Labour Commissioner clearly stating the acts and omission for which penalty of fine may be imposed on a workman and display it in a good conditions in a conspicuous place on the work.

- 9. Preservation of Register :** The wage register, the wage card and the register fines deductions required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.
- 10. Powers of Labour Welfare Officer to make investigation of enquiry :** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.
- 11. Report of Labour Welfare Officer :** The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry of the Estate Officer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned. In case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Estate Officer after the Labour Commissioner had given decision on Such appeal.
- 12. Appeal against the decision of Labour Welfare Officers :** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorized, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to the Estate officer concurred but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
- 12-A** No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.
- 13. Inspection of Wages Books and Slips :** The Contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notices in received or to the Labour Welfare Officer or any other person authorized by the State Government on his behalf.
- 14. Submission of Return :** The Contractor shall submit periodical returns, as may be specified from time to time.
- 15. Amendments :** The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretational effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State Government in that behalf, shall be final.

**SCHEDULE OF FAIR WAGE TO BE GIVEN BY ESTATE OFFICER,
LIST OF ACTS AND COMMISSIONER FOR WHICH FINE CAN BE IMPOSED**

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

Particulars	Rates which the materials will be charged to the contractor			Place of Delivery
	Unit	Rs.	NP.	
Doors, with Chowkhats				
Doors, with Chowkhats				
Doors, with Chowkhats				
Windows with Chowkhats				
Windows with Chowkhats				
Windows with Chowkhats				
Steel Shapes				
Steel Shapes				
Steel Shapes				
Bars Mild Steel				
Sheets plain, G.I.				
Sheets plain, Corrugated G.I.				
etng, Wire				
Belts Tower				
Belts Tower				
Locks, Mortice				
Locks, Mortice Rim				
Hinge, Butt				
Hinge, Butt				
Hinges, Spring				
Cement, Portland				

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer in charge of 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 completed	Monthly rate of Progress
1	2	3	4

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

Date :
Engineer in charge/Estate officer

Date :
Contractor

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

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

STATEMENT OF PAYMENTS & 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	Other Recoveries	Total Recoveries	D.A.O.			E.O.	
1	2	3	4(a)	4(b)	4(c)	4(d)	4(e)	4(f)	4(g)	4(h)	4(i)	5	6	7	8	

राजस्थान सरकार
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ 1(8)वित्त/सविलेनि/2011

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

परिपत्र

जैसा कि आपको विदित है राजस्थान राजपत्र में जारी अधिसूचना दिनांक 24.01.2013 द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (Rajasthan Transparency in Public Procurement Act, 2012) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 (Rajasthan Transparency in Public Procurement Rules, 2013) राज्य में दिनांक 28.01.2013 से प्रभावी हो गये हैं। सम्स्त उपापन संस्थाएँ (Procurement Entities) जिसमें राज्य सरकार के समस्त विभाग, सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई भी राज्य पब्लिक सेक्टर उद्यम, सविधान द्वारा स्थापित या गठित कोई भी निकाय जिसके व्यय की पूर्ति राज्य की समेकित निधि से की जाती है, राज्य विधान मण्डल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या बोर्ड या निगम या प्राधिकरण या सोसायटी या न्यास या स्वायत्त निकाय या राज्य सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई निकाय, सम्मिलित है, के द्वारा सामग्री, सेवा, संकर्म (Works) के उपापन (Procurement) के मामलों में उक्त अधिनियम एवं नियमों की अक्षरशः पालना सुनिश्चित किया जाना आवश्यक है।

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

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

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

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

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

Annexure B : Declaration by Bidders regarding Qualifications

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Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

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

संलग्न **Annexure A to D**



(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनाार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

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



(उर्मिला जोशी)

संयुक्त सचिव

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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

Appeal 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 Conditions of contract regarding Defect Liability Period for works.

Civil Works:-

Defect liability period for Building structure and other Civil works 3 years reckoned from date of actual completion of the Building. 2 years for the defects pertaining to Sanitary works, Electrical Joinery works & Painting works. Generally, following defects for D.L.P.

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

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

GENERAL

1. Inspection of works during Defect Liability Period:

The contracting agency shall undertake joint detailed inspection with the Engineer-in-charge/ AEn, at least once in three months in case of Road/Bridge/C.D. works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification within 15 days after each inspection. The Contracting agency shall pay particular attention on those sections, which are likely to be damaged during rainy season.

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

2. Conditions regarding Security Deposit

* Security for DLP

The contracting agency shall have to furnish security deposit in form of Bank Guarantee for DLP as per requirements of clause 10 of Contract Agreement, valid from the date of completion, which shall be assigned by the Engineer-in-charge.

Forfeiture of SD

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

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

Electrical Works:-

12. The defect liability under DLP for 2 years shall be from the completion of the works reckoned by the Engineer-in-charge.
13. The defect shall be in case of non-functioning of the following items:
Internal and External wiring, panels, cables, LT installation from distribution to end use points, MCBs/DBs, ELCBs, earthing, Switchgear, distribution panels, panel switchgears, panel instruments, MCCB, cable trenching, Lugs, connecting wire and any other items specified in the contract.
14. Repair and Replacement – The items covered under defect liability shall be replaced and/or repaired as directed by the Engineer-in-charge.
15. Time period for repair/replacement – The Engineer in charge when a defect arises shall notify to the contracting agency and/ or his representative on phone and in writing for rectification of the defect within the prescribed period which may be in hours/days depends on the nature and severity of defect.
16. Consumable Articles – Consumable Articles like tube rods, Cables, fuses, Batteries, Gas filling will be replaced by the client department at their own cost and arrangement.
17. Other items:
 1. D.G. Set including fitting and fixtures.
 2. Lifts and Escalators.
 3. Air cooling/Air conditioning/Heating System.
 4. Fire fighting system.
 5. CCTV EPABX

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



Secretary
Ministry of Labour
Government of India
New Delhi

Minister
Labour Employment & Industrial
Relations
Government of India
New Delhi

D.O. letter no. P-1500
Dated 17.5.1988

My dear Sir,

The Building and Other Construction Workers' (Regulation of Work and Condition of Service) Act, 1986 was enacted to regulate the terms and conditions of service of the workers who are engaged in building and construction works and to provide for their safety, health and welfare. The Act of 1986, inter alia, provides for constituting welfare Boards to implement welfare schemes for the workers on different subjects, i.e., representation of employees (establishments and contractors) and workers.

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

With a view of augmenting the resources of the welfare Board under the Act of 1986, a separate corresponding Act, named "The Building and Other Construction Workers' Welfare Cess Act, 1986" was also enacted to provide for the levy and collection of cess on the cost of construction of the employers. The cess Act, inter alia, provides for appointing an assessing officer, assessment of cess, penalty for non-payment and recovery of amount due under the Act.

Section 3(1) of Cess Act provides for levy of Cess at the rate of 1% on the Central Government. The Ministry of Labour, Government of India, vide its notification dated 19.9.86, has appointed "Assessing Officers and Cess Collectors" by notification dated 14.1.1988. The Cess Act also provides:

- (1) Where the levy of cess pertains to establishments which are Public Sector Unit (PSU), such Govt. or PSU shall deduct the Cess payable from the bills paid for construction.
- (2) Where the amount of construction cost is a fixed sum...

- by a DD for an amount of Cess payable on the entire construction.
- (iii) In other cases, an employer may pay amount of Cess on the estimated cost of construction with the commencement of work.

That the collected Cess shall be transferred by the Govt. or local authorities or cess collectors to the Board in prescribed form within 10 days of its collection along with the challan.

I call your attention to inform you that a writ petition relating to National campaign committee C.I. Labour v Union of India is pending before the Hon'ble Supreme Court regarding non-implementation of the Act in the States and the State Govt. has to submit its affidavit before the Court in terms of implementation of the said Act in the State.

Hence, you're requested to extend your full cooperation for frequent meetings of the concerned departments, P.W.D., local authorities and contractors related to building and other construction works of you to motivate and sensitize them regarding their responsibilities for real establishments and beneficiaries, reduction, collection and transfer of Board in revenue heads, so that the proper implementation of the Act may be carried out and the respective progress to the Hon'ble SC may also be accordingly. Your early and practical suggestions are welcomed.

With regards

Shri Atul Sharma, IAS,
District Commissioner,
Amrit (Raj)

(M/100)