

## **CHAPTER VI**

### **WORKS, TENDERS AND CONTRACTS**

#### **6.1 WORKS**

6.1.1 The Corporation will mainly undertake the construction of original works. The original works may be awarded to RSRDC on cost-plus basis by the departments of State Government including Public Works Department, State Public Sector Enterprises, Corporations, Boards, Autonomous Bodies, Institutions, Central Government, Private Bodies, etc., In accordance with the instruction issued by Government of Rajasthan, Public Works Department's Circular No. F.8(27)PW/79 dated 09.12.1981 amended from time to time, latest amendment being dated 16.07.2005 authorising RSRDC to charge 9% as overhead charges over the actual cost where design and drawings are to be prepared by RSRDC at their own level; and 7.50% overhead charges over the actual cost where design and drawings are supplied by the client department/organisation.

6.1.2 Another way of procuring construction works by RSRDC is to participate in tendering process, i.e., submit tenders in response to tender notices issued by the State Government departments, Central Government departments, their public sector undertakings, Boards, Corporations, local Bodies, Autonomous Bodies, Institutions, private parties, Foreign Bodies, other State Governments, their Public Undertakings, etc.

6.1.3 In case of cost plus basis works, the Corporation will first prepare a forecast estimate of cost of the work on the basis of standard unit cost as per the on the basis of preliminary drawings of the work supplied by the client or prepared by the Corporation (if it has been asked to do so) and submit it to the client organisation to enable it to obtain Administrative Approval for the work at appropriate level. On receipt of the Administrative Approval for the concerned work indicating scope of the work and approximate cost, the concerned RE of Construction Unit will get prepared the detailed cost estimate of the work on the basis of drawings received from the client organisation or prepared by the Corporation, as the case may be and will get it sanctioned by the competent authority of the Corporation and communicate it to the client organisation for acceptance. The check slip for scrutiny of Technical Sanction to estimate is given at Annexure VIA. While the administrative approval is the formal acceptance of the proposal by the Administrative Department/Board of Directors, etc., indicating an approximate cost of work, the technical sanction to the estimate is more realistic cost estimate based on statistical data and it amounts to guarantee that the proposals are structurally sound.

6.1.4 Deleted

6.1.5 The cost plus basis works may be got executed by RSRDC through contractors on through rates (completed items basis including material) or labour rates (all materials supply being arranged by RSRDC) or on partial through rates (some critical materials being supplied by RSRDC, like cement and steel on issue rate

basis or free supply). Normally, RSRDC supplies cement and steel to have a better control on quality and cost effectiveness. Whatever material is used for execution of awarded works, the Corporation engineers have to keep a strict watch on quality control through prescribed quality control tests and personal supervision of the work. For architectural work of design and drawing of buildings and bridges RSRDC will take services of its own architectural wing. For major and/or typical works the Corporation may hire the services of architectural consultants in accordance with SOP provisions within the cost limit of 1.5 percent of the cost of work. For procurement of supply of construction material, detailed procedure as per GRA&R and schedule of powers be followed.

6.1.6 When RSRDC participates in tenders invited by the client organisations for construction works and submits its tender rates, following precautions should be taken:

- (i) The tender documents should be thoroughly studied. Detailed drawings, structural designs and other parameters of construction, architecture, etc., be examined carefully.
- (ii) Construction site should be inspected by concerned RE. Also quarry sites and availability of construction material at the quarries be ascertained and material and transportation cost be enquired and worked out.
- (iii) Whether completion period allowed is sufficient or not. Adequacy of stage-wise completion targets with respect to time allowed for completion of each stage be checked.
- (iv) If a pre-bid conference has been arranged, all issues of doubt/ambiguity be raised in it and clarification sought.
- (v) Availability of required construction machinery and equipment, tools and plant be ensured from within the Corporation or outside agencies and their cost worked out.
- (vi) It may be ensured that the land provided for site of construction is free from all encumbrances and the land has been properly acquired and its physical possession has been taken. Sometimes, the delay in acquisition of required land needed for construction causes undue delay in construction and increases cost which may not be fully compensated within provisions of the agreement.
- (vii) Adequacy of price escalation formula in agreement be seen and actual trend of increase/decrease in market prices of material and labour be kept in view.
- (viii) The RE should himself confidentially work out with assistance of ARE the proposed tender rates (percentage or item rates, as the case may be) keeping all the factors in view. For this, total quantity of each material which will be required for construction be calculated from items of Schedule 'G', then their cost be arrived at on the basis of current market rates including cost of transportation to the site, loading, unloading, taxes, royalty, etc. Similarly, optimum number of different types of labour be worked out and their cost arrived at on the basis of current market rates. To the total of material and labour cost, cushion for price escalation be added. If the price escalation payment clause is inbuilt in the agreement, then the difference of possible actual escalation cost and that admissible by the formula in the agreement

may be taken. The provisions for quality control, contingencies (on the basis of experience of actuals), supervision overheads, profit, other hidden cost, if any, be added to it. It should be ensured that the final proposed tender rates so arrived at should be within the trend of rates being accepted in recent times and are competitive. If it is more, cost cutting exercise be done by going through the entire process, once again and analysing the cost in detail.

(ix) **Deleted**

(x) On approval of the proposed rates by MD, the tender documents will be signed by the RE concerned and submitted in sealed cover to the tender issuing authority within given time with earnest money as per requirement. If the technical bid has also been asked for, then it should be filled up and prepared by RE as per instructions of head office.

6.1.7 Another types of works in which RSRDC may participate in tenders process are BOT (Build, Operate and Transfer) works, BOLT (Build, Operate, Lease and Transfer) works, BOOT (Build, Operate, Own and Transfer) works. State Government may directly award such works to RSRDC on reasonable terms. Following points should be taken care of while participating such tenders:

- i) Total concession period, i.e., time allowed for construction of the asset (bridge, ROB, bye-pass, road, etc.) and recovery of the cost by way of levy of toll is the essence of such contracts. Therefore, careful analysis of cost of construction of the asset time required in construction and time available for collection of toll, cost of maintenance of the asset during operation, cost of toll plaza, cost of capital borrowed/own capital involved, etc., should be done before quoting concession period in tender form.
- ii) Site of work may be personally inspected by the RE concerned and higher authorities of Corporation, if need be to see that it is free from all encumbrances.
- iii) Different sources for capital required for the project may be tapped and cost of various alternatives may be worked out and compared.
- iv) Other guidelines given for filing of tenders at para 6.1.6 may be followed.

6.1.8 On procurement of a work or construction of supply of materials on cost plus basis or by participating in tenders or by whatever method or on undertaking its own work, RSRDC will execute the entire work by itself or may get it executed by one or more registered contractors on through rate or labour rate basis, keeping the supply of important building materials with itself.

6.1.9 **Deleted.**

## 6.2 **CONTRACTS**

The contracts are of three types, viz., Percentage Rate Contract, Item Rate Contract and Lump-Sum Contract.

6.2.1 *Percentage Rate Contracts* – In percentage rate contracts, the contractors are required to execute the work at specified percentage above or below the total

estimated cost of work shown in the schedule of quantities to the tender (generally known as Schedule 'G').

6.2.2 *Item Rate Contracts* – Item rate contracts are those in which the rates are quoted for individual items of work in the schedule of quantities. This ensures a more detailed analysis of cost by the contractor but is associated with a risk of front loading by the contractors quoting higher rates for initial items or easier items of work and comparatively lower rates for later items or difficult items. This prompts the contractors to execute the items with higher rates and then leaving the work incomplete. Therefore, in such cases care should be taken to keep the contractor tied by allowing part rates in items with comparatively higher rates than estimated.

6.2.3 *Formats of Agreement* – In view of the overall merits, the percentage rate tenders should be preferred over item rate tenders. The format of agreement for percentage rate contracts containing general rules and directions for the guidance of contractors, tender for works, memorandum ad conditions of contract as approved by the Executive Committee of RSRDC vide order No. B-9(6)/Board/2005/10133-70 dated 19/09/2005 is given at Annexure-VI B which should be strictly followed. The same format may be used for item rare contracts with minor modification in 'Tender for Works' portion, clause 12 of 'Conditions of Contract' and deleting clause 30 from it.

6.2.4 *Lump-sum Contracts* – Another type of contracts is lump-sum contract in which the contractor agrees to execute a complete work with all its contingencies in accordance with the drawings, design and specifications for a fixed sum of money. Sometimes, the contractors themselves are asked to submit their tenders with their own design and drawings. Such contracts are generally executed in case of construction of water reservoirs, repairs of roads, buildings, etc.

6.2.5 In lump-sum contracts, a schedule of rates has to be specified in order to regulate the amount of addition or deduction from the fixed sum on account of additions and alterations not covered by the contract. As there is no schedule of quantities and rates in such contracts, there are no measurements of any work except those of additions and alterations. The payments are made either on completion of the contract or at various stages of construction as specified in the contract and for additions and alteration when measured, on certificate of the RE about the achievement of a payment stage in construction and quality of construction.

6.2.6 The format of agreement for percentage rate contracts (given at Annexure-VIB) may also be used for lump-sum contracts with minor modifications in 'Tender for Works' portion, clause 12 of 'Conditions of Contract' and deleting clause 30 from it.

### **6.3 PIECE WORK SYSTEM**

6.3.1 Piece work system means awarding a contract of work or supply on pre-approved rates of running rate contract. In the piece work agreement only rates of items of work or supply are entered without reference to total quantity. This

system may generally be resorted to in uniform type of work in large quantities like earth work, etc.

6.3.2 The rates for annual or periodic running rate contracts for works and supply will be approved by MD, area-wise on the basis of inviting open tenders for prominent areas of work.

6.3.3 Award of work on piece work system may be made by RE upto Rs. 50000/- at a time to an enlisted contractor to be completed within a maximum period of 21 days. Performance Guarantee and/or Security Deposit may not be taken in case of piece work agreements.

6.3.4 The piece work agreement be executed in Form No. RPWA 104 and a register of such agreements be maintained in form No. RPWA 107.

#### 6.4 Deleted

#### 6.5 OPEN TENDERS

6.5.1 Open tenders shall be invited by RE or GM/CPM at head office for works or supplies.

6.5.2 The period of publicity and the mode of publication shall be according to the amount of estimated cost of the work and supply and shall be as per the details given below (as per order No. II-9(6) Board/2001/dated 28/11/2002 as and when amended):

S. No.	Item	Norms for publication at	Minimum time required between publication of NIT & receipt of tender	
			Normal	Short Term
<b>A. RELATED TO WORKS</b>				
1	For works costing upto Rs. 2.00 lacs	Notice Board of Unit Office and HO	04 days	--
2	Beyond Rs. 2.00 lacs upto Rs. 50.00 lacs	One state level news paper of regional edition	07 days	05 days
3	Beyond Rs. 50.00 lacs upto Rs. 100.00 lacs	Two state level news paper of all editions	10 days	07 days
4	Beyond Rs. 100.00 lacs upto Rs. 500.00 lacs	One state level and one national level news paper (Delhi edition)	15 days	10 days
5	More than Rs. 500.00 lacs	Two state level and one national level news paper	30 days	15 days
<b>B. RELATED TO CONSULTANCY</b>				
1	For job costing upto Rs. 0.50 lacs	Notice Board of Unit Office and HO	04 days	--
2	Above Rs. 0.50 lacs upto Rs. 2.00 lacs	One state level news paper of regional edition	07 days	--
3	Above Rs. 2.00 lacs	One state level or one	15 days	07 days

		national level		
<b>C. FOR TOLL AUCTION</b>				
1	Estimated toll collection upto Rs. 20.00 lacs per year	One state level news paper of regional edition	07 days	04 days
2	Estimated toll collection upto Rs. 100.00 lacs per year	One state level news paper	10 days	07 days
3	Above Rs. 100 lacs	One national level and one state level	15 days	10 days

*Note:*

1. Short terms NIT can be published with due permission from Managing Director only.
2. For special nature of works like auction of unserviceable machines and store articles valuing more than Rs. 5.00 lacs directions from Head Office shall be obtained.

6.5.3 The notice inviting tenders (NIT) should contain mention of the following in all cases:

- i) The place(s) where and the time when the contract documents can be seen and blank tender forms may be obtained and the price to be paid for such forms.
- ii) The place where, the date on which and the time when tenders are to be submitted and to be opened.
- iii) The amount and form in which earnest money is to be deposited and the amount and nature of form of performance guarantee and/or security deposit that will be required in case of acceptance of the tender.
- iv) Who will be the competent authority to accept the tender

6.5.4 The detailed NIT will form part of tender documents. However, for the purpose of economy, an abridged form of NIT will be sent to press for publicity in which essential information like, name of the work, estimated cost, time for completion, class of contractors eligible to participate, date and time of selling, receiving and opening of tenders, amount of earnest money, etc., will only be given.

6.5.5 Tenders for works will be invited by the RE concerned or other authorised officer of the Head Office including supply of materials for works, except cement and steel. Tenders for cement and steel will, however, be invited by GM/CPM at the head office.

6.5.6 Before any work is put to tender, a complete set of "contract documents" should be prepared and kept ready for sale by the concerned RE office or head office, as the case may be. The 'contract documents' for a work will consist of the following among other things:

- i) A complete set of drawings of the proposed work;
- ii) A complete specifications of the work to be done and the materials to be used;

- iii) A schedule of quantities of the various items of work and the estimated rates and total estimated amount of the work put to tender (Schedule 'G') and other schedules;
- iv) A complete set of detailed NIT, General Rules and Directions for the guidance of the contractors, tender form and conditions of contract to be compiled with by the bidder whose tender may be accepted;
- v) Reference of land acquisition (where necessary), approval of drawings and layout plans.

6.5.7 If the date of receiving and opening of tenders comes out to be a holiday, the next working day will become to date of receiving or opening of tenders. In all cases, if the date of selling/receiving/opening of tenders is extended, the approval of MD will be necessary. Corrigendum must be published in news papers before the last date of sale of tenders and copy of same must be made available to all the participants before the last date of sale.

6.5.8 The copies of NIT for works and supplies be also placed on notice boards of the head office and all the unit offices (in case NIT is issued by the head office) and of notice board of the concerned Unit (in case NIT is issued by a RE). A copy of the NIT be also sent to the concerned contractor's association(s).

6.5.9 **Deleted.**

6.5.10 For the tenders requiring post-qualification of bidders, two envelop system will be applied. The bidders will be required to submit technical bid in prescribed and issued form in one sealed envelop and financial bid on the other given form in another sealed envelop. Both the envelops will be received simultaneously. Firstly, the envelops containing technical bid will be opened and scrutinised. Then the financial bids of only those bidders will be opened who remains successful in technical bid. Comparative statement of financial bids will then be prepared and evaluated. The post-qualification requirements and evaluation criteria be supplied before opening of post-qualification bids to the bidders with tender documents to maintain transparency.

6.5.11 Estimates and amounts of sanction are to be treated as strictly confidential and should not be communicated to the contractors, piece workers or prospective bidders.

6.5.12 In case of pre-qualification tenders a pre-bid conference with all the pre-qualified bidders may be held by MD to standardise techno-commercial details. After that no tenderer should be allowed to put any other condition in his financial bid. The pre-qualification criteria for evaluation should be supplied to the prospective bidders with the tender documents issued for pre-qualification.

## **6.6 SALE OF TENDER DOCUMENTS**

6.6.1 The sets of tender documents should be made available for sale from the date the NIT is published in the newspapers (at least anyone) at a price predetermined by the management depending upon the estimated value of the work to be executed and the number of drawings, etc., enclosed with it. The NITs should

also be displayed at the web-site of the Corporation, and if possible along with the tender documents. If it is not possible to supply the set of drawings along with the tender documents, the drawings should be at least displayed on the notice board of the head office/tender inviting unit.

6.6.2 The tender documents should be sold only to the contractors of appropriate class registered with the Corporation. The contractors who are registered with PWD, CPWD, Railway, MES, etc., in appropriate class may also participate in bidding on deposition of full earnest money. From the contractors registered with RSRDCC, only one-fourth amount of notified earnest money will be taken.

6.6.3 The earnest money will be received only in the form of cash or banker's cheque or demand draft.

6.6.4 A record of issue of tender forms be kept in the Tender Sale Register mentioning the name of the work, serial number of the tender form, cash receipt number vide which tender fee was deposited, date of issue, to whom issued, date of receipt back of sealed tender. The Register of Sale of Tender forms should be treated as subsidiary cash book and its pages should be machine numbered.

## **6.7 RECEIPT OF TENDERS AND EVALUATION**

6.7.1 The sealed tenders may be received either in the tender box or at the counter upto the pre-notified time and date or extended time and date after which the receipt must be stopped immediately or tender box be sealed. If a two envelop system has been adopted, then the banker's cheque/DD or reference of cash deposit of earnest money should be enclosed with the envelop No. 1, i.e., envelop of technical bid.

6.7.2 For opening of tenders a standing committee at the Unit level and another at head office level will be constituted by MD. The committee will have at least one accounts personnel as its member.

6.7.3 All tenders for works and purchase of stores and other items shall be opened by the committee at the notified place and time in the presence of such tenderers or their representatives who may choose to be present. Before opening of the tender envelopes, the convenor of the Tender Opening Committee will sign with date on each envelop one by one writing on the envelop in the form of a fraction the serial number at which the envelop is being opened as numerator of the fraction and total number of tenders received and to be opened as denominator of that fraction, and then will encircle it. All other members of the committee will also sign with date on the envelopes.

6.7.4 Then after opening the envelopes one by one, the convenor of the committee will loudly read out the tendered rates and specific conditions put with the tender, if any and will encircle the rates quoted in figures and words and sign on

it with date and on conditions put, if any. So will do other members of the committee.

6.7.5 Any corrections and/or overwritings, if any, in the quoted rates, conditions, etc., should be encircled and signed by the officer and assigned a number. The number of corrections and overwritings found on a tender should be noted at the end of the page of schedule of quantities attached to the tender form by the convenor of the committee.

6.7.6 The name of the contractor, his class, details of depositing of earnest money, rates quoted and conditions put, etc., in case of each tender will be recorded in the Tender Register to be maintained in the standard format. After entering details regarding each tender opened in the Tender Register, the members of Tender Opening Committee and the tenderers or their representative present will put their signatures in the register. The pages of this register should be machine numbered.

6.7.7 A comparative statement of all the offers received for the work or supply in question will be prepared by the accounts personnel of the Unit office or of the Head Office as the case may be. The comparative statement will contain the name of the unit, name of the work, reference of administrative approval, technical sanction to the estimate, estimated amount, schedule 'G', amount of the work/supply, conditions if any, financial implications of the conditions put, if any. The accounts personnel will then record a certificate of correctness of the statement prepared from original tender offers. The RE or authorised officer of the Head Office will then sign the comparative statement and accept or reject or negotiate with the lowest tender, if it is in his powers or recommend it for acceptance or rejection of negotiations by the competent authority at the Head Office. If a tender other than the lowest one is to be accepted then detailed reason and justification must be given for it.

6.7.8 A scrutiny sheet of the tender case in the prescribed format giving publicity details of NIT, reasonableness of rates, etc. be prepared in the unit/head office and must be enclosed with the tender case. A certificate regarding correctness of schedule 'G' should be signed by the RE/Authorised Officer and enclosed with the tender case.

## **6.8 NEGOTIATIONS**

6.8.1 As a general rule, negotiations after opening of tenders should be discouraged. However, if it is felt that the lowest offer received is higher or ring/pooled rates have been quoted by the tenderers then negotiations may be undertaken with the lowest tenderer only to lower down his rates. Negotiations will not make original offer made by the tenderer invalid and the sanctioning authority may bind the lowest tenderer to stick to his original offer, if he increases the rates in negotiations or imposes any new condition. In case the lowest tender does not reduce his rates in negotiations or the reduced rates are still considered to be higher, then the tender sanctioning authority may work out a counter offer and ask the lowest tenderer to accept it. If it is not accepted by the lowest tenderer, then the

sanctioning authority may reject the tenders or make the same counter offer as per delegation of powers.

6.8.2 In case the lowest tenderer withdraws his offer after opening of the financial bids, negotiations will be conducted with all the tenderers to get the work done on the lowest rates or below that after forfeiture/recovery of earnest money of the lowest tenderer.

6.8.3 Similar procedure should be adopted when the lowest tenderer fails to commence the work or leaves the work incomplete. The original tender sanctioning authority may negotiate with other qualified tenderers to get the work done on the originally sanctioned rates and conditions, or below. If none of the tenderer is ready to execute the work on sanctioned rates, after negotiations as above, the sanctioning authority may award the work on same sanctioned rates to any eligible and experienced registered non-tenderer contractor after recording reasons. Even after adopting the above mentioned procedure if no tenderer is ready to execute the work on lowest sanctioned rates, the authority next higher to the tender sanctioning authority may award the work at the rate upto of second lowest or upto 2% above the lowest sanctioned rate whichever is lower.

## **6.9. ACCEPTANCE OF OFFER**

6.9.1 After conducting of negotiations, if need be, the sanctioning authority as per the delegation of financial powers, as given at Annexure VI-C will take a decision to reject or accept the lowest offer as recommended by lower authority in forwarding letter and as noted on signed comparative statement.

6.9.2 In case a tender other than the lowest one is recommended for sanction, the authority next higher to the original sanctioning authority may accept the offer after recording convincing and justifiable reasons for doing so.

6.9.3 The authority competent to sanction the tender shall communicate approval of the tender to the concerned RE alongwith the tender documents including letter of negotiated offers, if any, for issuing work order. Mention of the negotiated offer or other communications on which the tender has been accepted will be made in the acceptance letter.

6.9.4 The RE will issue the work order to the concerned contractor whose tender has been accepted under registered post requiring the contractor to attend the office of RE to execute the agreement in the prescribed form within 7 days and commence the work. The date of commencement of the work will be reckoned from the 10<sup>th</sup> day after the date on which the work order is issued. A copy of the work order be forward to the following;

- i) Assistant Resident Engineer concerned with a copy of the schedule 'G'
- ii) Junior Engineer concerned
- iii) Labour officer of the area

- iv) Income tax officer concerned
- v) Mining Engineer concerned
- vi) Authority which accepted the tender

6.9.5 The agreement for percentage rate tender will be got executed in form given at Annexure-VI B. For Item rate tender and Lump-sum tender, necessary amendment will be made in the agreement form as per para 6.2.3 and 6.2.6.

6.9.6 After execution of the agreement, a copy of it will also be given to the contractor, ARE and Jr. Engineer.

6.9.7 The ARE and the contractor should send the written information to the RE when the work is actually commenced on the site.

## **6.10 REFUND/ADJUSTMENT OF EARNEST MONEY IN SECURITY DEPOSIT**

6.10.1 The earnest money of the unsuccessful tenderers except the lowest three tenderers should normally be refunded within 7 days after issue of work order to the lowest tenderer and execution of agreement with him.

6.10.2 The earnest money of the lowest tenderer whose tender is accepted will be adjusted in the amount of security deposit of 10 per cent to be deducted from the running bills.

6.10.3 Security deposit @ 10 per cent is to be deducted from each running bill of the contractor as per agreement. No interest will be payable by the Corporation on the amount of security deposit.

6.10.4 Security deposit amount will be refunded to the contractor/ supplier after fulfilment of all his obligations as per the conditions of the contract including successful completion of the work within stipulated period of completion and satisfactory coverage of defect liability period, if any. If any compensation for delay in completion of the work has been levied, or work has been completed at the risk and cost of the original contractor, from another contractor, or any expenditure has been incurred by the Corporation on behalf of the contractor on rectification of any defect occurred during defect liability period, etc. such expenses/compensation amount will be adjusted from the amount of security deposit.

6.10.5 However, no undue delay should be allowed to occur in the process of refund of earnest money and security deposits of the contractors. The accounts personnel posted in the Unit office and RE should review the register of deposits once in a month.

## **6.11 EXECUTION OF WORK**

6.11.1 After execution of the agreement, the contractor will commence the work under the supervision of Junior Engineer and ARE in-charge. If the contractor does not commence the work soon after execution of the agreement without

reasonable cause, e.g., non-availability of site, drawings, etc., the earnest money is to be forfeited as provided in clause 2 of the agreement.

6.11.2 If after commencement of the work, the contractor does not execute the work at the required speed, then a notice for slow progress of the work be given so that the contractor may accelerate the speed of the work.

6.11.3 If the contractor leaves the work incomplete in between, then action under clause 2 and 3 of the agreement be initiated by issuing notices for levy of compensation for delay and getting the work executed departmentally or from another contractor at the risk and cost of the original contractor.

6.11.4 Span-wise achievement of milestones or execution of prescribed value of work within a given span of time is to be watched closely by the engineer in-charge and if there is any possibility of occurring delay in span-wise execution of quantities and value of the work, the contractor may apply for extension in the period of that span. The RE will examine the reasons put forth for delay and segregate the delays which occurred due to reasons attributable to the contractor and those attributable to the Corporation and give his recommendations/comments to the tender sanctioning authority. The tender sanctioning authority will again examine and analyse the case and give his decision about the amount of compensation to be levied or not to be levied for the delay occurred during a particular span of time. Accordingly, the RE will take action about charging of compensation for delay. If the extension has been granted with some compensation, then price escalation will not be payable.

6.11.5 However, even after delays having occurred in span-wise completion of the parts of the work, if the entire work is completed within stipulated time of completion, then the compensation for delay charged in span-wise completion of the parts of the work will be refunded to the contractor.

6.11.6 The application for granting extension in completion period should be given by the contractor within 30 days of the occurrence of hindrance in execution of work but before the expiry of stipulated completion period/span-wise completion period. However, conditional extension in completion period may be granted by the RE before expiry of the stipulated date of completion so as to keep the contract alive but reserving the right to impose compensation later.

6.11.7 The time allowed for carrying out the work is to be reckoned from the 10<sup>th</sup> 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, the earnest money of the contractor may be forfeited after giving him show cause notice. In addition to this, the contractor may be debarred from taking part in future tenders floated by RSRDC after giving him an opportunity of being heard. The work allotted to the tenderer may be withdrawn and given to next lowest tenderer or any other registered contractor competent to perform the work on the same rates.

6.11.8 *Supplementary Estimate:* Any development of a project thought necessary while a work is in progress which is not fairly contingent on the proper execution of the work as first sanctioned, must be covered by a supplementary estimate accompanied by a full report of the circumstances which rendered it necessary.

6.11.9 *Revised Estimate:* A revised estimate must be submitted and sanctioned when the sanctioned estimate is likely to be exceeded by more than 10 per cent either due to tender premium, excess quantities, extra items, change in design or otherwise during course of execution of the work.

## **6.12 COMPLETION REPORTS, CERTIFICATES AND PLANS**

6.12.1 When the excess on a work occurs at such an advanced state of construction as to render the submission of a revised estimate purposeless, then the excesses on sub-heads of works may be explained in a completion report in Form No. RPWA 44.

6.12.2 The completion report should give a comparison and explanation of differences between the quantity, rate and cost of each item of work executed and those entered in the estimate.

6.12.3 On completion of an original work executed on behalf of another organisation, a completion certificate in Form No. RPWA 45A in duplicate should be prepared and forwarded by RE to the competent authority of the concerned organisation, who after signing one copy of the certificate at the space provided, return it to the RE.

6.12.4 The counter-signature of the competent authority of the requisitioning organisation implies that the work has been completed and taken over. If the counter-signing authority records any remark above his signature about some deficiency in the work, that should be got rectified forthwith by the RE.

6.12.5 Record drawings, showing the work as actually constructed should be prepared as soon as possible after completion of the work and should be signed and sent by RE to the requisitioning authority for counter-signature and return of one set.

**RAJASTHAN STATE ROAD DEVELOPMENT &  
CONSTRUCTION CORPORATION LTD.**

**CHECK SLIP OF ESTIMATES**

1. (1) Name of Work
- (2) Amount of Tech. sanction of Estimate
- (3) Whether the competent authority sanctioned the estimate?
2. Amount of Administrative Sanction with No. & Date
3. Amount of Financial Sanction with No. & Date
4. (a) Have all rates been checked with reference to the sanctioned Schedule of Rates?
- (b) What are the items which do not exist in the sanctioned Schedule of Rates?
- (c) Is any reason given for inclusion of such items?
- (d) In case of such items, has rate analysis been enclosed and approval of SE obtained?
5. Is the provision for work-charged staff within the prescribed limits?
6. Is the Provision for contingencies within the prescribed limit?
7. (a) Does the estimate contain provision for cost of materials and labour separately or for completed items of works?
- (b) If the latter, have details of materials to be used been given in the items?
8. If it exceeds the amount of admn. Sanctions have the orders of competent authority been obtained?

9. In case of repair and maintenance of building/Road/Machinery /Vehicle etc. is the estimate within prescribed norm?
10. In case of estimate for Purchase of M&E/T&P/ Vehicles, does the specific approval and budget provision exist?
11. In case where demolition of old structure, thick jungle clearance, etc. are involved, has proper credit for dismantled material, wood has been given?
12. What are comments of CAO?

Accountant/AAO

RE/SE/GM/MD