SPECIAL CONDITIONS
(For Cement Concrete Roads)

1. The aggregates in general shall conform to specifications & grading specified in MoRTH Specifications for Road & Bridge Works (Fourth revision) with recent addendum.

2. Collection of material if any shall be uniform throughout the length of road.

3. Curing of C.C. Works have to be maintained in accordance to the IRC-15, IRC-58 etc. and till that, no traffic shall be allowed during curing, traffic diversion will have to be arranged by the contractor himself on his own cost.

4. The Contractor is supposed to submit a suitable mix design for controlled concrete grade M-30 as per Para 1501.3 of MORD specification. Suitable chemical admixture has to use by the contractor in controlled concrete grade M-30. The cutting of joints shall be done immediately & suitable joint sealing compound confirming to IS: 1834 shall be applied on the cleaned joint. Curing compound shall be used for curing of C.C. Payment by the contractor on his own cost.

5. Contractor has to submit a certificate that he possesses specified machinery required for C.C. road work or he shall arrange the same on rent with documentary proof.

6. Payment of the work shall only be released after conducting test on the samples taken by core cutter machine.

7. Contractor has to use all T & P machine such as Concrete Mixer with weigh batcher, Needle, Screed, Plate vibratory Vacuum dewatering system, Mechanical floater, Diamond cutter machine etc.

8. Cement Concrete road works are to be executed as per IRC: 15 Standard specification and code of practice for construction of concrete roads, IRC: 58 Guidelines for design of plain jointed Rigid Pavements for Highways and MoRTH Specifications.

9. It is again emphasized that payment of C.C. pavement grade M-30 will be made to contractor only after ensuring achievement of proper quality and desired specified strength through the cutting of cores by core cutting machine. If the quality and strength as per acceptance criterion is not achieved, then the work will not be accepted and payment of such substandard work would not be made to the contractor. No extra amount on account of providing core cutter testing facility would be admissible to contractor.

10. For construction of C.C. Pavement the design mix of the controlled concrete mixed will have to be got done from any government agency like MNIT Jaipur & same will have to be submitted to the Engineer in change before commencement of the work.
1. (a) The use of privately owned or privately hired machinery on Contractors work can only be permitted after receipt of N.A.C. from the respective Executive Engineer, (Mech.) PWD Rajasthan or by Superintending Engineer (Mech), Jaipur.

(b) Each Private machineries will have an authorized log book issued by the concerned Executive Engineer along with issue certificate of machinery by the Executive Engineer.

(c) The cost of transportation and installation of machineries and tools and plants issued by the department on hire shall be borne by the contractor.

(d) The maintenance and upkeep of hired machinery and Tools & Plants shall be responsibility of the Contractor.

2. The contractor shall not work after the sunset and before sunrise without specific permission of the authorized Engineer.

3. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed fully on the work.

4. None of the permanent work shall be carried out during nights or Sundays or any other holidays without permission in writing of the Engineer-in-Charge.

5. The contractor shall arrange his own land for the erection of plants storage and parking of machineries, stacking of material etc.

6. The work shall confirm to specifications of MoRTH revised time to time.

7. Quality control will be maintained as per I.R.C. paper Special Publication 11 with appropriate tests being carried out in the respective P.W.D. Regional Laboratory or in the field laboratory for which the cost will be borne by the contractor. In case it is found that the results obtained for the work done are below the prescribed standards/norms then the contractor has to remove such defective work at his own cost, otherwise it shall be got removed by the Engineer-in-Charge at the risk and cost of the contractor.

8. Collection of all material and material to be used for road work as well as building works shall be subject to satisfactory test result of quality control before use. If test results not found satisfactory the material shall be rejected or the rates may be reduced at the discretion of the Engineer-in-Charge and the contractor shall be bound to it.

9. The contractor will display adequate number of Caution Boards/Diversion Boards for guidance of proper safety of traffic plying on the road.

10. The maintenance of service road & shoulders will be responsibility of the contractor and no extra payment will be paid to contractor.

11. The Ministry’s specifications for Road & Bridge works (Revised) will form part of the contract documents and the contractor will be legally bound to the various stipulation made their in unless and otherwise specifically relaxed/waived wholly or partly through a special notification. In case of items not available in the MoRTH specifications book reference will be made to Rajasthan P.W.D. specification and circular issued by the Chief Engineer, P.W.D. Rajasthan, Jaipur and Indian Road Congress.

12. The rates are inclusive of all lead and lifts for complete finished work unless & otherwise the same is specifically stated in the rates.
13. The methodology and equipments to be used on the project shall be furnished by the contractor to the Engineer well in advance of commencement of work and approval of the Engineer is obtained prior to its adoption and use.

14. No equipment or personnel will be removed from site without permission of the Engineer.

15. The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each type of work and obtain the approval of the Engineer prior to actual commencement of work.

16. The contractor shall furnish a set of standard sieves, standard moulds, sand replacement apparatus at site for checking of quality of material by the Engineer-in-Charges at all times. Survey instruments shall be made available at all work sites by contractor.

17. The contractor shall have to provide steel channels of adequate section and sufficient in length to be fixed on the either edges of the road during laying/rolling of mix material at site. The contractor shall have to necessary traffic sign boards during the progress of work to regulate the traffic, keeping safety aspects.

18. All materials shall be stacked at site away from the berms in stack sizes specified in specifications volume II and shall be collected layer wise, after compacting to collection of each layers, and getting its properties tested and certificate from Engineer-in-Charge shall have to be obtained before commencing spreading.

19. Collection of material shall be uniform throughout the length of road.

20. The measurements shall be taken as per standard practice and as per MoRTH guidelines.

21. The leveled surface shall be checked continuously during the spreading and rolling of the mix so as to ensure a finished surface within the tolerances laid down in MoRTH specifications.

22. Mode of Measurement will be as per levels for the sub base and base. Final payment shall be cross checked by volume basis and in case of difference, the decision of Engineer-in-Charge shall be final and binding on the contractor.

23. Tar boiler with mechanical sprayer will have to be arranged by the contractor himself. Bitumen spraying will be allowed only with mechanical sprayer attached with the Tar boiler.

24. In case of level measurements recorded in various items, the charges of non-boxing should be deducted from payments as per prevailing B.S.R. of respective Circle office of P.W.D.

25. The contractor will procure bitumen required for the execution of work from authorized refinery at his level and furnish the bitumen testing certificate from Government agency/Regional laboratory/Engineering College.

26. For the item in which cost of bitumen is not included in bituminous work, bitumen shall be procured by the contractor and payment shall be made to the contractor after production of bill/C.R.C. as per actual consumption. For item in which cost of bitumen is included in the item of “G” Schedule no separate payment shall be made to the contractor.
27. The contractor will set up a quality Control Lab. at site of work for regular testing of the materials and he shall ensure that all the testing of materials/aggregate etc. is done regularly and as per the frequency prescribed in quality control manual/MoRTH specifications.

28. Testing of bitumen shall be done as per norms, for which equipment shall be made available at site by contractor in a laboratory, to be established at plant site by contractor.

29. Bitumen record should also be furnished by the contractor as per circular No. 7/2001 issued by the Chief Engineer P.W.D. Rajasthan Jaipur.

30. The defect liability period shall be THREE years for the work executed under this agreement. Security Deposit shall be refunded after THREE years from the date of actual completion of the work provided the final bill has been paid in accordance with the Clause 37 of Agreement. During this period, the contractor shall carry out maintenance and rectifications of defects (if any) of the job at his own cost, failing which it shall be carried out at risk & cost of the contractor and expenditure so incurred shall be recoverable from the contractor. After the completion of D.L.P. Period, contractor should obtain the certificate from the Engineer in charge regarding the completion of routine maintenance, only after that he is free from the liability.

31. R.C. Emulsion will be used for tack coat work as per MoRTH specification Clause 502.112.

32. In WBM work where ever screening material is being used, screening material will be stacked at site of work in standard regular boxes before its consumption, will be got checked by site Engineer, will be got recorded in M.B. also for of Qty. of screeners only.

33. Reference pillars of size 0.45*0.45 mtr in mud mortar at 100mtrs distance on both side of road, plastered on road side face duly marked RL of EW, sub base, WBM or WMM & BT should be constructed.

34. Orders dt. 07-10-2009 & order dated 11.09.2012, 12.10.2012 issued by CE&AS, PWD, Rajasthan Jaipur regarding defect liability period for roads, Buildings, Bridges and CD works shall be part of agreement. Copy of these orders is enclosed. Amount according to orders No. F1(8)(1)/IR/2010-9568 dt. 17.05.2.010 issued by Principal Secretary, Labour, Employment & Technical Education (Training), Government of Rajasthan (Copy Enclosed) shall be deducted from contractor's bill as Labour cess.

35. The contractor shall engage unskilled local labour from Rajasthan state preferably of the district, for the execution of the work.

36. The hot mix plant, paver finisher & other machineries will be arranged by the contractor at his own level. If the contractor fails in arrangement of machineries the department will not be responsible for delay.

37. Monsoon period included in completion period of the work.

38. If there is any typographical or clerical error in the nomenclature/rates, the prevailing BSR of respective circle of PWD with subsequent all corrigendum for road work on which Schedule “G” is based will be treated as correct.

39. The earth required for embankment and construction of shoulder will be arrange by the contractor by temporary, acquisition of land at his own cost, No extra payment will be made on this account.


41. Steel Reinforcement shall be used of only SAIL / VIZAK RINAL / TATA TISCON/ ESSAR / JINDAL VIJAYNAR make only as per CE Circular No. CE/EE (Bldg.)/ D-577 Dt. 20.7.2012
कार्यालय मुख्य अभियंता, सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर।

कार्यालय आदेश

सार्वजनिक निर्माण विभाग में प्राप्त हो रही मिलियास्ट्राइक की बारी का ब्रजारग दर्ज के संदर्भ में आवागमन हेतु पूर्ण में जानी आदेश क्रमांक एफ.26 (जन./विभिन्न./अनु-3./डी-1399 दिनांक - 8-12-03

विभाग 01.12.2009 में आश्चर्य संचालन करते हुये यह निर्देश लिखा जाता है कि विभाग में प्राप्त होने वाले संदर्भ - 150 लाख के अधिक संख्या की मिलियास्ट्राइक की लागू संदर्भों को रट एक्सिउटिव प्रस्तुत करना अनिवार्य होगा। अतः यह निर्देश की अनुपालन हेतु आवश्यक निर्देश सभी कार्यों के निकट प्राप्त की Special Conditions में सम्मिलित किये जायें।

यह आदेश मुख्य अभियंता एवं अतिशासीय सार्वजनिक निर्माण विभाग के लागू होगा।

क्रमांक - एफ.26(जन./विभिन्न./अनु-3./डी)

दिनांक -

प्रतिलिपि मिलियास्ट्राइक की लागू नाम एवं आवश्यक कार्यालयी हेतु प्रेषित है:

1. निजी साप्ताहिक मानवीय मंत्री महादेव सार्वजनिक निर्माण विभाग (तीन)
2. प्रमुख मानवीय सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)
3. मानवीय सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)
4. गृह अभियंता (नवनिर्माण) / प्रव. / जीए.एस. / एस.एस. / एस.एल. / एल.एल. / सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)
5. वित्तीय संलक्षण / गृह निर्माण / लैंडविल्डिकारी (प्रव.एल.) सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)
6. अभियंता मुख्य अभियंता (समाप्त) सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)
7. अभियंता मुख्य अभियंता (समाप्त) सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)
8. अभियंता मुख्य अभियंता (समाप्त) सार्वजनिक निर्माण विभाग (राजस्थान, जयपुर)

सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर।

No 2978

मुख्य अभियंता एवं अतिशासीय सार्वजनिक निर्माण विभाग, राजस्थान, जयपुर।
ORDER

In pursuance of amendment made by Finance Department (G & T Division) GoR vide circular no. 43/2009 dated 15.09.09, in PWF & AR Part- I and II regarding refund of Security Deposit (copy enclosed), Modified Agreement Format shall be applicable for all Road, Building and Bridge/ CD works having cost more than Rs. 10.00 lacs in Public Works Department with immediate effect.

2. The Defect Liability Period (DLP) for
(a) New Road/ Building/ Bridge/ CD works, Road widening, strengthening, up-gradation,
(b) Renewal and special repairs of roads and
(c) Special repair to Building/ Bridge/ CD works costing more than Rs. 10.00 lacs, shall be Five Years. Special conditions in the Contract Agreement to this effect shall be as per the Annexure ‘1’ which shall be part of modified agreement / tender document.

3. For National Highway works, the condition issued form time to time by GoR/ GoI will remain applicable.

4. This bears the approval of Govt. vide I.D. No.1233 dated 7.7.2009.

Encl.- Special Conditions of Contract & F.D. Circular

(D.C. KATARA)
Addl. Secy. & Chief Engineer, PWD

Copy to the following for kind information / necessary action please:-
1. P.S. to Addl. Chief Secretary to CM, Govt. of Rajasthan, Jaipur.
2. Principal Secretary to CM, Govt. of Rajasthan, Jaipur.
3. P.S. to the Hon'ble Minister, PWD, Govt. of Rajasthan, Jaipur.
4. P.S. to Minister, Rural Development & Panchyat Raj, Govt. of India, New Delhi.
5. P.S. to Minister of State, MoRTH, Govt. of India, New Delhi.
6. P.S. to the Chief Secretary, Govt. of Rajasthan, Jaipur.
7. Principal Secretary, F.D., Govt. of Rajasthan, Jaipur.
8. Principal Secretary/ Secretary, PWD, Govt. of Rajasthan, Jaipur.
9. Principle Secretaries/Secretaries to GoR (All) for circulation to Organizations under their control.
10. Commissioner, Rajasthan Housing Board/ Avas Vikas Sansthan, Jaipur.
12. Managing Director, RICCO Jaipur.
14. Chief Engineer (NH), PWD, Rajasthan, Jaipur. Please get issued the separate orders for defect liability period for road works of NHs.
15. Chief Engineer (Building/PMGSY/SS), Public Works Department, Jaipur.
16. Managing Director, RSIRDCC, Jaipur with the directions to implement DLP in Building/bridge/CD work and road works with immediate effect accordingly.
17. F.A./CAO (NH), PWD, Raj, Jaipur.
18. Chief Engineer, RHSDP, Medical Department Rajasthan, Jaipur.
19. Chief Engineer, DPEP, Education Department Rajasthan, Jaipur.
20. Addl. Chief Engineer, PWD Zone...........................(All)
21. Superintending Engineer, PWD, Circle....................(All).
22. TA-I/ SE (R)/ BOT/ TR/ PMGSY/ NH/ Buildings/ SS
23. Executive Engineers PWD, Div.......
24. ACP/Section-II/Joint L.R./DDS

Copy also for kind information to:

1. Secretary, MoRT, Govt. of India, New Delhi.
2. Secretary, Rural Development & Panchayat Raj, Govt. of India, New Delhi.
3. Chairman, National Highways Authority of India, New Delhi.

Addl. Secy. & Chief Engineer, PWD

Copy to:

1. Additional Chief Engineer, PWD Zone, \( \frac{10}{2} \times \frac{5}{2} \) (All) for information.
2. Superintending Engineer, PWD Circle, \( \frac{10}{2} \times \frac{5}{2} \) (All) for information.

SUPERINTENDING ENGINEER (NH)
Office Order

In partial amendment to the order no. CE(Bldg.)DLP. (Bldg.Works)/ D-268 dated 07.10.2009, the Defect liability Period (DLP) for Road/ Bridge/CD works costing more than Rs. 10.00 lacs shall be:

(a) **Five Years** from the date of actual completion for the following works:
   (i) New Road/ Bridge/ CD works, Road Widening, Strengthening, Up-gradation
   (ii) Special repairs to roads
   (iii) Special repairs to Bridge/CD Works

(b) **Three Years** from the date of actual completion for Renewal & Repair to roads (excluding Strengthening) / Bridges/ CD Works

This bears the approval of F.D. vide ID No. 171201473 dated 10.09.2012. This order shall be effective from the date of issue.

(Handwritten Signature)

(Hajari Lal Meena)
Chief Engineer & Addl. Secretary
P.W.D. Rajasthan
Dated: 11.09.2012

No. SE(SS)/DLP/2011-12/ D-104

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

1. P.S. to Pr. Secretary to CM, Govt. of Rajasthan, Jaipur.
2. P.S. to the Hon’ble Minister, PWD, Govt. of Rajasthan, Jaipur.
3. P.S. to Hon’ble State Minister, PWD, Govt. of Rajasthan, Jaipur.
4. D.S. to the Chief Secretary, Govt. of Rajasthan, Jaipur.
5. P.S. to Principal Secretary, F.D., Govt. of Rajasthan, Jaipur.
6. P.S. to Principal Secretary, PWD, Govt. of Rajasthan, Jaipur.
7. Pr. Secy./ Secretaries to GCR (All) for circulation to Organizations under their control.
8. P.S. to Secretary, PWD, Govt. of Rajasthan, Jaipur.
9. Commissioner, Rajasthan Housing Board/ Avas Vikas Sansthan, Jaipur.
11. Managing Director, RICCO, Jaipur.
12. Administrator, RSAMB, Jaipur.
13. Chief Engineer, (All).
14. Managing Director, RSRDCC, Jaipur with the directions to implement DLP accordingly.
15. F.A, PWD, Rajasthan, Jaipur.
16. Chief Engineer, RHSDP, Medical Department Rajasthan, Jaipur
17. Chief Engineer, DPEP, Educational Department Rajasthan, Jaipur
18. Addl. Chief Engineer, PWD Zone, (All)
19. Superintendent Engineer, PWD Circle, (All)
20. SE Cum TA/SE(R)/BOT/TR/PMGSY/NH/ Buildings/SS
21. Executive Engineer, PWD Dn., (All)
22. ACP/ Section-II/ Joint L.R./DDS
23. President Contractor Association, Jaipur

(Handwritten Signature)

(Hajari Lal Meena)
Chief Engineer & Addl. Secretary
P.W.D. Rajasthan
Dated: 11.09.2012
OFFICE ORDER

In partial supersession of this office order No.CE(Bldg.)DLP(Bldg Works)D-268 dated 7.10.2009, the Defect Liability Period, as mentioned under Clause 37(e) of Agreement, shall be 3 years for Renewal & Special Repair to Roads and C.D. works as well as for new Construction of roads and C.D. works. Henceforth this Period shall be specified in the Special Conditions, attached with the agreement. These orders will be effective from the date of issue.


(HAZARI LAL MEENA)
CHIEF ENGINEER & ADDL. SECY
PWD RAJASTHAN JAIPUR

Copy to the following for information & necessary action.

1. P.S. to Hon’ble Minister/P.S. to State Minister, PWD, Rajasthan, Jaipur.
2. P.S. to Principal Secretary, PWD, Rajasthan, Jaipur.
3. P.S. to Secretary, PWD, Rajasthan, Jaipur.
4. Chief Engineer(Roads/NH/PMGSY/SS), PWD, Rajasthan, Jaipur.
5. Addl. Chief Engineer(All), PWD, Zone________.
6. Superintending Engineer(All), PWD, Circle_______.
7. Executive Engineer, PWD, Dn.(All)__________

(HAZARI LAL MEENA)
CHIEF ENGINEER & ADDL. SECY
PWD RAJASTHAN JAIPUR
Office order

In partial amendment to the Order no. CE(Bldg)/DLP(Bldg Works)/D-268 dated 07.10.2009, the Defect Liability Period (DLP) for New Building works and Special Repair to Building works costing more than Rs. 10.00 lacs shall be as follows:

a) **Two Years** from the date of actual completion of the building for the defects pertaining to Sanitary Works, Electrical Works, Joinery Works and Painting Works.

b) **Five Years** for the defects pertaining to Building Structure and other civil works.

Further, 20% of the Bank Guarantee may be refunded / released after two years of the actual completion of the building.

This bears the approval of FD ID No. 101203014 dated 05.09.2012. This order shall be effective from date of issue.

(HEAD)/

(HAZARI LAL MEENA)
Chief Engineer, Cm Addl. Secy.,
PWD, Rajasthan Jaipur

Copy submitted/ forwarded to the following for information and necessary action:

1. P.S. to Pr. Secretary to CM, Govt. of Rajasthan, Jaipur.
2. P.S. to Hon’ble Minister, PWD, Govt. of Rajasthan, Jaipur.
3. P.S. to Hon’ble State Minister, PWD, Govt. of Rajasthan, Jaipur.
4. D.S. to Chief Secretary, Govt. of Rajasthan, Jaipur.
5. P.S. to Principal Secretary, F.D., Govt. of Rajasthan, Jaipur.
6. P.S. to Principal Secretary, PWD, Govt. of Rajasthan, Jaipur.
7. Pr. Secy./Secretaries to GoR (All) for circulation to Organizations under their control.
8. P.S. to Secretary, PWD, Govt. of Rajasthan, Jaipur.
9. Commissioner, Rajasthan Housing Board/Avas Vikas Sansthan, Jaipur.
11. Managing Director, RJCCO Jaipur.
12. Administrator, RSAMB, Jaipur.
13. Chief Engineer/----(All).
14. Managing Director, RSRDCC Jaipur with the direction to implement DLP accordingly.
15. FA, PWD, Rajasthan, Jaipur.
16. Addl Chief Engineer PWD Zone ----(All).
17. Chief Engineer, RHSDP, Medical Department Rajasthan, Jaipur.
18. Chief Engineer, DPEP, Education Department Rajasthan, Jaipur.
19. Superintending Engineer, PWD, Circle-.........................(All).
20. TA-I/SE (Roads)/BOT/TR/PMGSY/NH/Buildings/SS.
21. Executive Engineer, PWD, Dt-..........................(All).
22. ACP/Section-II/Joint L.R./DDS.
23. President, Contractor Association, Jaipur.

(HAZARI LAL MEENA)
Chief Engineer Cm Addl. Secy.,
PWD, Rajasthan Jaipur
Office order

In partial modification to the Order no. CE(Bldg)/DLP(Bldg Works)/D-837 dated 10.09.2012, the Defect Liability Period (DLP) for New Building works and Special Repair to Building works shall be Three Years for the defects pertaining to Building Structure and other civil works. Special conditions in the Contract Agreement to this effect shall be as per Annexure ‘1’ which shall be part of the modified agreement / tender document.

This bears the approval of Govt. ID No. 1664/M/PWD/12 dated 09.10.2012. This order shall be effective from date of issue.

Encl:- Special Conditions of Contract

HAZARI LAL MEENA
Chief Engineer Cum Addl. Secy.,
PWD, Rajasthan Jaipur

Copy submitted/ forwarded to the following for information and necessary action:-

1. P.S. to Pr. Secretary to CM, Govt. of Rajasthan, Jaipur.
2. P.S. to Hon’ble Minister, PWD, Govt. of Rajasthan, Jaipur.
3. P.S. to Hon’ble State Minister, PWD, Govt. of Rajasthan, Jaipur.
4. D.S. to Chief Secretary, Govt. of Rajasthan, Jaipur.
5. P.S. to Principal Secretary, F.D., Govt. of Rajasthan, Jaipur.
6. P.S. to Principal Secretary, PWD, Govt. of Rajasthan, Jaipur.
7. Pr.Secy./Secretaries to GoR (All) for circulation to Organizations under their control.
8. P.S. to Secretary, PWD, Govt. of Rajasthan, Jaipur
9. Commissioner, Rajasthan Housing Board/Avas Vikas Sansthan, Jaipur.
11. Managing Director, RICCO Jaipur.
12. Administrator, RSAMB, Jaipur.
13. Chief Engineer------(All).
14. Managing Director, RSRDCC Jaipur with the direction to implement DLP accordingly.
15. FA, PWD Rajasthan, Jaipur
16. Addl Chief Engineer PWD Zone ____ (All).
17. Chief Engineer, RHSDP, Medical Department Rajasthan, Jaipur.
18. Chief Engineer, DPEP, Education Department Rajasthan, Jaipur.
19. Superintending Engineer, PWD, Circle------------------------(All).
20. TA-ISE (Roads)/BOT/TR/PMGSY/NH/Buildings/SS.
21. Executive Engineer, PWD, Dn.------------------------(All).
22. ACP/Section-II/Join L.R./DDS.
23. President, Contractor Association, Jaipur.

HAZARI LAL MEENA
Chief Engineer Cum Addl. Secy.,
PWD, Rajasthan Jaipur
Civil Works:-

Defect liability period for Building structure and other Civil works shall be 3 years reckoned from date of actual completion of the Building works, and 2 years for the defects pertaining to Sanitary works, Electrical works, Joinery works & Painting works. Generally, following defects are covered 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. for example, unevenness in shade, pealing out, flakes on the surface, etc.
7. Cracks, settlement, unevenness, opening of joints in floorings.
8. Doors, Windows and Ventilators opening and closing are not smooth. Fitting & fixtures are not functioning smoothly.
9. Steel fabrication works not grinded properly and finished.
10. Leakage/chocking in pipelines, taps, valves, showers, wash basin, etc. Sanitary-ware fitting not functioning smoothly.
11. External services for storm water, sewerage, rain water harvesting system not functioning properly.

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 date of its 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 board to end use points, MCBs/DBs, ELCBs, earthing, Switches, sockets, distribution panels, panel switchgears, panel instruments, MCBs, bus bars, cable trenching, Lugs, connecting wire and any other items specified under the contract.

14. Repair and Replacement – The items covered under defect liability period shall be replaced and/or repaired as directed by the Engineer-in-charge.

15. Time period for repair/replacement – The Engineer in charge soon after defect arises shall notify to the contracting agency and/or his authorized representative on phone and in writing for rectification of the defect within the prescribed period which may be in hours/days depends on the gravity and severity of defect.

16. Consumable Articles – Consumable Articles like tube rods, CFL, Bulbs, HT fuses, Batteries, Gas filling will be replaced by the client department or user 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

In additions to the above items the engineer-in-charge may add more items as per 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 along with Engineer-in-charge/ AEn, at least once in three months in case of all Road/Bridge/C.D. works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contraction agency shall forward to the Engineer-in-charge the record of inspection and rectification within 15 days after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.
   
   Once register has to be maintained by every AEn for recording the inspection 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 the form of Bank Guarantee for DLP as per requirements of clause 37 (e) 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 stipulated period notified to him by the Engineer-in-charge concerned under contact agreement, the Engineer-in-charge shall serve a final notice for 15 days 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 risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall be taken against the contraction agency by the competent authority.

   **Force Majeure**
   
   The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contraction agency.
GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)

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

Jaipur, dated: 15/09/2009
Circular No.: 43/2009

ORDER

The Governor has been pleased to order that the following amendments shall be made in Public Works Financial & Accounts Rules:

1. The existing Note 1 (d) of Rule 597 of PWF&AR Part-I shall be substituted as under:

   "(d) Original works/special repairs works: Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as decided by the concerned Administrative Department, whichever is later provided the final bill has been paid."

2. After the Note 1 (d) as above, a new item (e) shall be added as under:

   "(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period."

3. The existing Clause 37(d) of "Conditions of Contract" in Appendix XI of PWF&AR Part-II shall be substituted as under:

   "(d) Original works/special repairs works: Security deposit will be refunded six months after completion, or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid."

4. After the Clause 37 (d) as above, a new item (e) shall be added as under:

   "(e) In case of PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period."

By Order:

[Signature]

Officer on Special Duty

SpecialConditionSEJU
Copy forwarded for information and necessary action to the following:

2. The Principal Secretary/Secretary, PWD/Irrigation/PHED/Forest/Water Resources Department.
3. Chairman, RSBC/RH/Administrator, Agriculture Marketing Board.
4. The Area Development Commissioner, Bikaner/Kota.
5. The Chief Engineer, PWD/Irrigation/PHED/IGNP, Bikaner and Jaisalmer/CAD/IGNP/Bikaner/CAD/Chambal Kota/Mahli Project/Bisalpur Project/Sidhmukh Nohar Project/Janumangarh(North)CE/PHED, (PMC Project) Churu.
6. All Sections of Finance Department.
7. Director, Treasury & Accounts/Inspection/Local Fund Audit Department, Vitta Bhawan, Jaipur.
10. Guard File.

Sr. Accounts Officer
Special Conditions of Contract regarding Defect Liability Period for Roads, Buildings Bridges & C.D works costing more than Rs. 10.00 lacs

1. ROAD WORKS

1.1 The Defect Liability Period (DLP) for all Road/Bridge/C.D. works shall be Five years. Road/Bridge/C.D. works executed by the Contracting agency shall be maintained by them at their own cost for five years (DLP) from the date of completion of work as per the clause in the Agreement and Special Condition of Contract.

1.2 No extra payment shall be made to the Contracting agency on account of maintenance of Road/Bridge/C.D. works and removal of defects during Defect Liability Period.

1.3 The word “Road/Bridge/C.D. Works” means all new Road / Bridge/ C.D. Works construction, widening, strengthening, up-gradation, renewal and special repairs of roads and special repairs of bridge/C.D. works.

1.4 The word “Maintenance of Road /Bridge/C.D. Works during Defect Liability Period” means

(i) Routine maintenance of Road/ Bridge & C.D. Works and
(ii) To remove the defects as & when appear in part and entire structure of Road/ Bridge & C.D. Works, in specified time.

1.5 The contracting agency shall do the routine maintenance of Road/Bridge & C.D. Works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect Free condition during the entire period of routine maintenance, which begins at completion of the construction work and ends after five years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
1.7. The maintenance activities and their periodicity:

<table>
<thead>
<tr>
<th>SN</th>
<th>Name of Item/ Activity</th>
<th>Frequency of operations in one year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Restoration of rain cuts and dressing of berms.</td>
<td>Once in a year, generally after rains (In case areas having heavy rainfall, as &amp; when required).</td>
</tr>
<tr>
<td>2</td>
<td>Making up of shoulders.</td>
<td>As and when required.</td>
</tr>
<tr>
<td>3</td>
<td>Maintenance of Bituminous surface road and/or gravel road/ WBM road including filling pot holes and patch repairs etc.</td>
<td>As and when required.</td>
</tr>
<tr>
<td>4</td>
<td>Maintenance of drains.</td>
<td>Twice (In case of hill roads, as and when required).</td>
</tr>
<tr>
<td>5</td>
<td>Maintenance of culverts and causeway</td>
<td>Twice (In case of hill roads, as and when required).</td>
</tr>
<tr>
<td>6</td>
<td>Maintenance of road signs.</td>
<td>Maintenance as and when required. Repainting once in every two years.</td>
</tr>
<tr>
<td>7</td>
<td>Maintenance of guardrails and parapet rails.</td>
<td>Maintenance as and when required. Repainting once in a year.</td>
</tr>
<tr>
<td>8</td>
<td>Maintenance of 200 m and Kilometer stones.</td>
<td>Maintenance as and when required. Repainting once in a year.</td>
</tr>
<tr>
<td>9</td>
<td>White washing guard stones.</td>
<td>Twice in a year.</td>
</tr>
<tr>
<td>10</td>
<td>Re-fixing displaced guard stones.</td>
<td>Once in a year.</td>
</tr>
<tr>
<td>11</td>
<td>Cutting of branches of trees, shrubs and trimming of grass and weeds etc.</td>
<td>Once, generally after rains (In case of areas having rainfall more than 1500 mm per year, as and when required).</td>
</tr>
<tr>
<td>12</td>
<td>White washing parapets of CI works</td>
<td>Once in a year.</td>
</tr>
</tbody>
</table>
2.18 Other items:
1. Duct set including fitting and fixtures.
2. Lifts and Escalators
3. Air cooling / Air conditioning / Heating System.
4. Fire fighting system.
5. CCTV, EPABX

In addition to the above items the engineer-in-charge may add more items as per the nature of work which seems to be covered under 5-year guarantee from the date of commissioning.

3. General
3.1 Inspection of works during Defect Liability Period:

3.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge / A. En., at least once in three months in case of all 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 the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.

3.1.2 One register has to be maintained by every A.EN for recording the inspection details of works in his jurisdiction under defect liability period.

3.2 Conditions regarding Security Deposit
3.2.1 Security for DLP –
The contracting agency shall have to furnish security deposit in the form of Bank Guarantee for DLP as per requirements of clause 37 (e) of Contract Agreement, valid from the date of completion, which shall be assigned by the Engineer-in-Charge.

3.2.2 Forfeiture of SD –
In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 15 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-Charge will get the defects removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority.

3.2.3 Force Majeure –
The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.
The Building and Other Construction Workers’ (Regulation of Employment and Condition of Service) Act, 1996 was enacted to regulate the employment and condition of service of the workers who are engaged in building and other construction works and to provide for their safety, help and welfare measures. The said Act of 1996, inter alia, provides for constitutuions welfare Boards to draft and implement welfare schemes for the workers on different subjects. It also provides registration of employers (Establishments and contractors) and beneficiaries (workers).

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

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

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

(i) Where the levy of cess pertains to construction work of a Govt or Public Sector Unit (PSU), such Govt or PSU shall deduct or cause to be deducted the Cess payable from the bill paid for such works.

(ii) Where the approval of construction work by a local authority is required, every application for such a approval shall be accompanied
by a DD for an amount of Cess payable on the estimated cost of construction.

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

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

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

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

Yours sincerely,

(Manohar Kant)

Shri Atul Sharma, IAS,
Divisional Commissioner,
Ajmer (Raj.).
Office of the Chief Engineer (SS) PWD Rajasthan, Jaipur

No. 55/3310 A-134

Date 19/7/2011

Additional Chief Engineer
PWD Zone .......................... (All)

Sub: Establishment / Verification of field Laboratory

Sir,

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

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

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

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

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

Enclosure

Chief Engineer (SS)
PWD Rajasthan, Jaipur

Date 19/7/2011

Copy submitted / Forwarded to following for information & necessary action:
1. PS to Hon’ble PWM, JODHPUR.
2. PS to Principal Secretary, PWD Rajasthan, Jaipur
3. PS to Secretary, PWD Rajasthan, Jaipur
4. Chief Engineer & Addl. Secretary, PWD Rajasthan, Jaipur
5. Chief Engineer (NH/PMGSY / Road) PWD Rajasthan, Jaipur
6. Superintending Engineer, PWD Circle ................................... (All)
7. Superintending Engineer (SS), PWD Rajasthan, Jaipur
8. Executive Engineer PWD Division ................................. (All)
9. Executive Engineer Quality Control Division .......................... (All)

Chief Engineer (SS)
### Status of equipments

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Equipments required</th>
<th>Quantity (Nos)</th>
<th>Availability (Nos)</th>
<th>Likely date of procurement if not available</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sieves set 30-5.6 mm (Total 19 Sieves)</td>
<td>1 Set</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Brass sieves set 4.75-0.075 mm</td>
<td>1 Set</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Pan Balance 10 Kg capacity</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sand Replacement app. For F.D.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Core cutter for F.D. with Generator, Slicer complete set</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Atturburgs limit app For P.I.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>F.I gauge</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Impact testing machine</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<td>9</td>
<td>Rapid moisture meter</td>
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<td>10</td>
<td>Moisture containers</td>
<td>12</td>
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<td>11</td>
<td>Eletronic Balance</td>
<td>1</td>
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<td>12</td>
<td>Bitumen Extraction app.</td>
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<tr>
<td>13</td>
<td>Thermometer</td>
<td>10</td>
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<tr>
<td>14</td>
<td>Bitumen Emulsion testing equipments</td>
<td>1 Set</td>
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<tr>
<td>15</td>
<td>Concrete moulds with tampon rod 15x15x15 cm</td>
<td>12</td>
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<td>16</td>
<td>Mortar moulds with tampon rod 5x5x5 cm</td>
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<tr>
<td>17</td>
<td>Compressive Testing machine 5 ton capacity</td>
<td>*</td>
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</tr>
<tr>
<td>18</td>
<td>Compressive Testing machine 100 ton capacity</td>
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<td>19</td>
<td>Enamelled trays</td>
<td>6</td>
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<tr>
<td>20</td>
<td>Stump cone apparatus</td>
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<tr>
<td>21</td>
<td>Core cutting machine</td>
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<td>22</td>
<td>Elongation test equipments</td>
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<tr>
<td>23</td>
<td>Vicale app. For Cement test</td>
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<td>24</td>
<td>Field oven</td>
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<td>25</td>
<td>Bitumen testing equipments</td>
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<td>(i)</td>
<td>Penetration</td>
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<td>(ii)</td>
<td>Ductibility</td>
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<td>(iii)</td>
<td>Viscocity</td>
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<td>(iv)</td>
<td>Flash &amp; Fire</td>
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<td>(v)</td>
<td>Softening test</td>
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<td>26</td>
<td>Proctor Mould &amp; Rammer</td>
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<tr>
<td>27</td>
<td>Benkel Man Beam</td>
<td>1</td>
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<td>28</td>
<td>S.P.T</td>
<td>1</td>
<td></td>
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<tr>
<td>29</td>
<td>Rougho meter</td>
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<tr>
<td>30</td>
<td>Enamelled Bowls</td>
<td>12</td>
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<tr>
<td>31</td>
<td>C.B.R Moulds</td>
<td>6</td>
<td></td>
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<tr>
<td>32</td>
<td>Load frame for C.B.R</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**VERIFICATION OF FIELD LABORATORY**

(1) NAME OF WORK : ..........................................................

(2) NAME OF AGENCY : ..........................................................

(3) STIPULATED DATE OF COMMENCEMENT : ..........................................................

(4) DATE OF ESTABLISHMENT OF FIELD LAB : ..........................................................

(5) LOCATION OF FIELD LAB : ..........................................................

(6) DATE OF VERIFICATION : ..........................................................

(7) STATUS OF TECHNICAL STAFF

<table>
<thead>
<tr>
<th>S.No</th>
<th>Requirement</th>
<th>Availability at site (Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engineer (1 No)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Tech. Assistant (2 Nos)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Helper (2 Nos)</td>
<td></td>
</tr>
</tbody>
</table>
GOVERNMENT OF RAJASTHAN
FINANCE DEPARTMENT
(G&T DIVISION)

No. F.2(4)FD/PWF&AR/99 Part-II
Jaipur, dated: 28-5-2010
Circular No.: 46/2010

ORDER

The Governor has been pleased to order that the following amendments shall be made in Public Works Financial & Accounts Rules (Part-II):

1. After the existing Clause 31 (Conditions of Contract) in Appendix-XI (General Rules and Directions for the Guidance of Contractors) a Note shall be added as under:

"Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act."

By Order,

(G.D.Gat)
Officer on Special Duty

Copy forwarded for information and necessary action to the following:
2. The Principal Secretary/Secretary, PWD/PHED/Irrigation/IGNP/CAD/Forest/Water Resources Department.
3. Chairman, RSBCC/RHB/Administrator, Agriculture Marketing Board.
4. The Area Development Commissioner, Bikaner/Kota.
5. The Chief Engineer, PWD/Irrigation/PHED/IGNP, Bikaner and Jaisalmer/CAD(IGNP) Bikaner/CAD(Chambal Kota/Mahi Project/Basicpaur Project/Sidhmukh Nohar Project/Hanumangarh(North)CE.PHED, (PMC Project) Churu.
6. All Sections of Finance Department.
7. Director, Treasury & Accounts/Inspection/Local Fund Audit Department, Vitta Bhawan, Jaipur.
8. The Financial Advisor/Chief Accounts Officer, RWSSMB/PWD/Irrigation/PHED/IGNP Bikaner/CAD(IGNP)/Sidhmukh Nohar Project/Hanumangarh/Bisalpur Project, Jaipur.
10. Guard File.

Sr. Accounts Officer