



# कार्यालय जोधपुर विकास प्राधिकरण, जोधपुर

रेलवे अस्पताल के सामने, रातानाडा, जोधपुर - 342001

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क्रमांक/बैठक/2016/1801/1-VI/235-250 दिनांक :: 10 फरवरी, 2016

## बैठक कार्यवाही विवरण

जोधपुर विकास प्राधिकरण, जोधपुर की बैठक दिनांक 2 फरवरी, 2016 प्रातः 10.30 बजे श्री रतन लाहोटी, संभागीय आयुक्त एवं अध्यक्ष, जोधपुर विकास प्राधिकरण, जोधपुर की अध्यक्षता में संभागीय आयुक्त कार्यालय कक्ष में आयोजित हुई। बैठक में उपस्थित जनप्रतिनिधिगण, सदस्यों/अधिकारियों की सूची परिशिष्ट-1 पर संलग्न है।

बैठक में बाद विचार विमर्श सर्व सम्मति से निम्नानुसार निर्णय लिये गये:-

### पार्ट- प्रथम

प्रस्ताव संख्या 1 :: मास्टर प्लान 2031 पर चर्चा

1. दिनांक 03/02/2009 को जोधपुर रीजन के अन्तर्गत 235 (जिसमें 2 ग्राम रिपिट होने से कुल 233 ग्राम) राजस्व ग्रामों को सम्मिलित कर राजस्थान राजपत्र द्वारा अधिसूचित किया गया। प्राधिकरण द्वारा नगरीय विकास विभाग, राजस्थान सरकार, जयपुर को जोधपुर रीजन के पूर्व में अधिसूचित उक्त राजस्व ग्रामों के तत्पश्चात् विभाजन के फलस्वरूप सृजित नये राजस्व ग्राम तथा अधिसूचना के समय शेष रहे कुछ राजस्व ग्राम, कुल 162 राजस्व ग्रामों को अधिसूचित करने के लिये दिनांक 29/05/2013 व 03/02/2014 को पत्र प्रेषित किये गये हैं, जिस पर वांछित कार्यवाही आदिनांक तक अपेक्षित है। इस प्रकार जोधपुर रीजन में 395 राजस्व ग्रामों को सम्मिलित करते हुए जोधपुर विकास प्राधिकरण अधिनियम 2009 की धारा 2 की उपधारा (8) के अन्तर्गत मास्टर डेवलपमेंट प्लान-2031 MDP 2031(Draft) जोधपुर विकास प्राधिकरण द्वारा तैयार किया गया है। जोधपुर विकास प्राधिकरण अधिनियम 2009 की धारा 23 की उपधारा (3) में प्रदत्त शक्तियों का उपयोग करते हुए MDP 2031(Draft) जोधपुर रीजन तैयार कर प्राधिकरण की बैठक दिनांक 24 सितम्बर, 2013 के द्वारा अनुमोदित की गयी।
2. दिनांक 27/9/2013 को MDP(D) 2031 को जोधपुर विकास प्राधिकरण अधिनियम 2009 की धारा (2) की उपधारा (8) के अन्तर्गत आमजन से आपत्ति/सुझाव प्राप्त करने के लिये प्रकाशित किया गया।
3. निर्धारित अवधि दिनांक 27/09/2013 से दिनांक 27/10/2013 तक जोधपुर विकास प्राधिकरण अधिनियम 2009 की धारा 23 की उपधारा (3) में प्रदत्त शक्तियों का उपयोग करते हुए कुल 327 आपत्ति/सुझाव प्राप्त हुए।
4. तत्पश्चात् इन 327 आपत्ति/सुझावों का विभिन्न आयोजना सम्बन्धित पहलुओं, तकनीकी मानदंडों एवं आपत्ति/सुझाव की मौका स्थिति को ध्यान में रखते हुए तथ्यात्मक रिपोर्ट तैयार की गई।
5. दिनांक 23/7/2014 को अतिरिक्त मुख्य सचिव, नगरीय विकास, आवासन एवं स्वायत्त शासन विभाग की अध्यक्षता में MDP(D) 2031 के सम्बन्ध बैठक में मुख्य नगर नियोजक, राजस्थान; आयुक्त, जोधपुर विकास प्राधिकरण; अतिरिक्त मुख्य नगर नियोजक(पूर्व); निदेशक(आयोजना), जोधपुर विकास प्राधिकरण की उपस्थिति में

विचार-विमर्श कर MDP(D) 2031 के प्रस्तावों में प्राधिकरण स्तर पर उचित संशोधन के निर्णय लिये जाने के निर्देश दिये।

6. दिनांक 11/8/2014 को तत्कालीन अध्यक्ष, जोधपुर विकास प्राधिकरण, जोधपुर एवं जिला कलक्टर, जोधपुर डॉ. श्री प्रीतम बी. यशवंत की अध्यक्षता में आयोजित प्राधिकरण की बैठक में MDP(D) 2031 हेतु निम्नलिखित निर्णय लिये गये-
  - I. जोधपुर विकास प्राधिकरण, जोधपुर के मास्टर प्लान - 2031 (ड्राफ्ट) के संबंध में प्राप्त आपत्तियों/ सुझाव एवं अभ्यावेदनों के निस्तारण हेतु जयपुर विकास प्राधिकरण, जयपुर में अपनायी गयी प्रक्रिया के अनुसार निस्तारण करने हेतु निर्णय लिया।
  - II. केन्द्रीय विभागों, राज्य सरकार के विभागों एवं स्थानीय प्राधिकारियों को मास्टर प्लान - 2031 में प्रस्तावित भू-उपयोग परिवर्तन का मानचित्र, डवलपमेंट कण्ट्रोल रेगुलेशन (डी.सी.आर.) तथा बैठक में व्यापक जनहित में ड्राफ्ट प्लान के संबंध में प्राप्त संशोधन/सुझाव प्रेषित करते हुए एक सप्ताह में संबंधित विभागों एवं प्राधिकारी से उनके विभाग से संबंधित सुझाव प्राप्त करने तथा उन्हें व्यक्तिशः बैठक आयोजित कर सुनवाई का अवसर प्रदान करने हेतु निर्णय लिया गया।
  - III. मास्टर प्लान - 2031 (ड्राफ्ट) के प्रकाशन की तिथि 27 सितम्बर, 2013 से निर्धारित 30 दिवस की अवधि में प्राप्त आपत्तियों, सुझावों एवं अभ्यावेदनों तथा उपर्युक्त निर्धारित 30 दिवस की अवधि के पश्चात् प्राप्त आपत्तियों, सुझावों एवं अभ्यावेदनों को व्यक्तिशः सुनवाई का अवसर प्रदान करने का निर्णय लिया गया। ..
  - IV. मास्टर प्लान 2031 (ड्राफ्ट) के संबंध में आमजन को व्यापक जनहित, निर्णय के दुरगामी परिणामों को ध्यान में रखते हुए एवं नैसर्गिक न्याय के सिद्धान्त के अनुरूप अवसर प्रदान करने हेतु दिनांक 29 अगस्त, 2014 तक अपनी आपत्ति/सुझाव एवं अभ्यावेदन प्रस्तुत करने तथा व्यक्तिशः सुनवाई का अवसर प्रदान करने हेतु दो स्थानीय समाचार-पत्रों में सूचना प्रकाशन हेतु निर्णय लिया गया।

उपरोक्तानुसार प्राप्त आपत्तियों, सुझावों एवं प्राप्त अभ्यावेदनों के विचारण हेतु आयुक्त, जोधपुर विकास प्राधिकरण, जोधपुर की अध्यक्षता में एक समिति का गठन किया गया। उक्त समिति में निम्नलिखित सदस्य होंगे:-

- 1- जिला कलक्टर, जोधपुर द्वारा मनोनित सदस्य (जो अतिरिक्त कलक्टर के स्तर से कम का नहीं हो) - उपाध्यक्ष
- 2- सचिव, जोधपुर विकास प्राधिकरण, जोधपुर - सदस्य
- 3- संबंधित जोन उपायुक्त, जोधपुर विकास प्राधिकरण, जोधपुर - सदस्य
- 4- निदेशक- अभियांत्रिकी, जोधपुर विकास प्राधिकरण, जोधपुर - सदस्य
- 5- निदेशक-आयोजना, जोधपुर विकास प्राधिकरण, जोधपुर - सदस्य सचिव

- V. मास्टर प्लान 2031 (ड्राफ्ट) हेतु प्राप्त आपत्तियों/सुझावों एवं अभ्यावेदनों में से पावटा सी रोड़ की चौड़ाई राज्य सरकार के आदेश द्वारा 80 फीट किये जाने के उपरान्त ड्राफ्ट मास्टर प्लान 2031 में 100 फीट प्रस्तावित किये जाने के संबंध में प्राप्त आपत्तियों/सुझाव एवं प्राप्त अभ्यावेदनों का निस्तारण करते हुए जहां पूर्व में 100 फीट सड़क की चौड़ाई मानते हुए मानचित्र स्वीकृत किये गये हैं, उन स्थानों पर 100 फीट तथा इसके अलावा शेष सड़क की चौड़ाई 80 फीट रखने का व्यापक जनहित में निर्णय लिया गया। इस आपत्ति का निस्तारण विशेषतः इसलिए किया गया क्योंकि माननीय राजस्थान उच्च न्यायालय में विचाराधीन रिट याचिका संख्या 2202/ 2012 ब्रह्मसिंह परिहार बनाम राज्य व अन्य तथा याचिका संख्या 2975/ 2012 गौकुल राम बनाम राज्य व अन्य में माननीय उच्च न्यायालय द्वारा प्रदान किये गये आदेशों के क्रम में किया जाना अनिवार्य था ताकि माननीय उच्च न्यायालय को आपत्ति के निस्तारण से आगामी सुनवाई तिथि पर अवगत कराया जा सके।

- VI. मास्टर प्लान 2031 (ड्राफ्ट) हेतु प्राप्त समस्त आपत्तियों/सुझावों एवं अभ्यावेदनों का उपरोक्तानुसार विचारण करने के उपरान्त कार्यकारी समिति के समक्ष प्रस्तुत कर आगामी प्राधिकरण की बैठक में मास्टर प्लान 2031 (ड्राफ्ट) को अंतिम रूप देने हेतु प्रस्तुत करने का निर्णय लिया गया।
7. बिंदु संख्या 6 की अनुपालना में MDP(D) 2031 के रिपोर्ट एवं प्रस्तावित भू-उपयोग मानचित्र में संशोधन किये गये।
8. बिंदु संख्या 6(IV) के कम में दिनांक 12/8/2014 से दिनांक 29/8/2014 तक कुल 789 नये आपत्ति/सुझाव प्राप्त हुए। दिनांक 20/8/2014 से दिनांक 29/8/2014 तक पुराने 327 आपत्तिकर्ता/सुझावकर्ताओं से व्यक्तिशः बैठक आयोजित कर सुनवाई की गई एवं दिनांक 17/9/2014 से दिनांक 5/12/2014 तक नये 789 आपत्तिकर्ता/सुझावकर्ताओं से व्यक्तिशः बैठक आयोजित कर सुनवाई की गई, जिसमें निर्धारित तिथी के बाद प्राप्त 11 पुराने एवं 31 नये आपत्तियों, सुझावों एवं अभ्यावेदनों को सम्मिलित किया गया।
9. आयोजना प्रकोष्ठ द्वारा प्राप्त समस्त आपत्ति/सुझाव (327+789+11+31=1158) पर विभिन्न आयोजना सम्बन्धित पहलुओं, तकनीकी मानदंडों एवं आपत्ति/सुझाव की मौका स्थिति को ध्यान में रखते हुए तथ्यात्मक टिप्पणियाँ तैयार की गई हैं।
10. आयोजना प्रकोष्ठ द्वारा राजस्व रिकॉर्ड, सक्षम स्तर पर लिये गये निर्णयों, प्राधिकरण की लेण्ड बैंक (मिल्कमैन कॉलोनी व ग्राम केरू में RHB को भूमि आवंटन), मौका स्थिति, आपत्तियों/सुझावों के निर्णयों के साथ बिंदु संख्या 5 आदि के परिप्रेक्ष्य में MDP(D) 2031 के प्रस्तावित भू-उपयोग में संशोधन तथा मानचित्रों के विरोधाभास का दुरस्तीकरण किया गया है एवं तदनुसार MDP(D) 2031 की रिपोर्ट से संबंधित आवश्यक संशोधन का कार्य प्रगति पर है, जिसमें बिंदु संख्या 1 पर की गई अपेक्षित कार्यवाही भी सम्मिलित की जावेगी।
11. तत्पश्चात् बिंदु संख्या 6(V) के अनुपालना में गठित समिति के निर्णयार्थ बिंदु संख्या 9 एवं 10 पर की गई कार्यवाही के प्रस्तावों को यू ओ नोट क्रमांक एफ. 37/निदे.आयो. /जो वि प्रा./2015/362 दिनांक 9.2.2015 को उक्त 1158 आपत्तियाँ/सुझावों के निस्तारण हेतु टिप्पणी तैयार कर तत्कालित आयुक्त महोदय को प्रेषित किया गया। तत्पश्चात् तत्कालित आयुक्त महोदय द्वारा उनके यू ओ. नोट क्रमांक /पीएस/आयुक्त/2015/99 दिनांक 18.2.2015 को निस्तारित आपत्ति/सुझावों का पुनः अध्ययन हेतु निर्देशित किया गया। प्रतिउत्तर स्वरूप तत्कालित निदेशक आयोजना द्वारा पुनः अध्ययन कर क्रमांक एफ.37/जोविप्रा/निदे.आयो./2015/412 दिनांक 25.2.2015 को तत्कालित आयुक्त महोदय को यू ओ. नोट प्रेषित किया गया।
- मास्टर डवलपमेंट प्लान 2031 जोधपुर रीजन पर प्राप्त आपत्तियाँ/सुझावों के निस्तारण एवं अंतिम रूप दिये जाना अपेक्षित है तथा कार्यकारी समिति के निर्देशों की अनुपालना में अपेक्षित कार्यवाही कर समिति के अनुमोदन हेतु प्रस्तुत किया जाना होगा।
12. बिंदु संख्या 11 की कार्यवाही के उपरान्त, जोधपुर विकास प्राधिकरण अधिनियम 2009 की संबंधित धारा 23(3) के अर्न्तगत प्राधिकरण की बैठक के समक्ष निर्णयार्थ प्रस्तुत किया जायेगा। प्राधिकरण की बैठक के निर्णय अनुसार अनुमोदन किया जायेगा।
13. माननीय उच्च न्यायालय में गुलाब कोठारी बनाम राजस्थान सरकार के वाद में मास्टर प्लान सम्बन्धित अंतिम सुनवाई हो चुकी है। अंतिम निर्णय आज दिनांक तक लम्बित है। माननीय उच्च न्यायालय के निर्णय अनुसार आवश्यक अग्रिम कार्यवाही किया जाना अपेक्षित है।
14. बिंदु संख्या 12 एवं 13 की कार्यवाही के उपरान्त, जोधपुर विकास प्राधिकरण अधिनियम 2009 की संबंधित धारा के अर्न्तगत MDP 2031 को अंतिम रूप से अधिसूचित किया जायेगा।

2

15. उपरोक्त बिन्दुओं के क्रम में जोधपुर मास्टर प्लान की प्रगति की समीक्षा बैठक (सदस्य प 10(44)नविवि/3/2009 पार्ट-II दिनांक 14.09.2015) दिनांक 08.08.2015 को माननीय मंत्री, नगरीय विकास, आवासन एवं स्वायत्त शासन विभाग की अध्यक्षता में नगर नियोजन विभाग के सभाकक्ष में दिनांक 08.08.2015 में प्रक्रियाधीन मास्टर प्लान वर्तमान स्थिति के संबंध में विस्तृत चर्चा की गई। जिला कलेक्टर जोधपुर तथा आयुक्त, जोधपुर विकास प्राधिकरण द्वारा निम्न बिन्दुओं पर चर्चा की गई -

1. प्रस्तावित मास्टर प्लान में ग्रीन एरिया
2. जोधपुर-पाली-मारवाड़ डी.एम.आई.सी के प्रस्तावित इन्वेस्टमेंट रीजन का अध्ययन कराने मास्टर प्लान में आवश्यक समायोजन
3. रिंग रोड का अलाइनमेंट
4. टयूरिज्म सिटी के प्रस्ताव उचित रूप से अंकित करना
5. स्पोर्ट सिटी के प्रस्ताव उचित रूप से अंकित करना
6. हैरिटेज सिटी के प्रस्ताव उचित रूप से अंकित करना
7. जनसंख्या का घनत्व का कम आकलन
8. संशोधित मास्टर प्लान तैयार किये जाने की अवधि में वर्तमान में ग्रामीण क्षेत्र में उपलब्ध प्राधिकरण की भूमियों पर जोनल प्लान तैयार करना।

उपर्युक्त विवेचन को प्राधिकरण की बैठक में विस्तार से प्रस्तुत किया गया। वर्तमान ड्राफ्ट मास्टर प्लान के संबंध में प्राप्त 1158 सुझाव व आपत्तियों में से महत्वपूर्ण व्यापक जनहित के सुझावों व आपत्तियों का विवरण संक्षिप्त में इस प्रकार है से है:-

- 1- सेक्टर रोड नेटवर्क का विकास करना।
- 2- यू-1, यू-2, यू-3 (हाईवे जोन) व ग्रामीण जोन को सरलीकृत कर यू-1 व यू-2 जोन में विभक्त करना।
- 3- यू-2 जोन में विशिष्टीकृत योजनाओं यथा - स्पोर्ट्स सिटी, पर्यटन सिटी, परिवहन सिटी इत्यादि के लिए विशिष्ट स्थान व भूमि को दर्शाने के बजाए यू-2 में कहीं भी भविष्य की आवश्यकतानुसार रोड चौड़ाई अनुसार व्यवस्था करने बाबत प्रावधान होने चाहिए क्योंकि खातेदारी भूमि का विशिष्ट योजनाओं के लिए बिना वित्त प्रबन्धन व बिना तर्क के एक भूमि विशेष पर बाँधना उचित नहीं है।
- 4- हरित क्षेत्र के लिए विशिष्ट प्रावधान रखना। औरण भूमि, वन भूमि, कैचमेन्ट क्षेत्र व प्रतिबंधित श्रेणी की भूमियों को हरित क्षेत्र के रूप में विकास करना।
- 5- प्रदूषणकारी इकाइयों व के लिए विशिष्ट जोन चिह्नित करना।
- 6- सामुदायिक सुविधाओं (यथा - विद्यालय, अस्पताल, पार्क, सामुदायिक भवन इत्यादि) हेतु प्रत्येक सेक्टर में विशेष प्रावधान रखना।
- 7- वाटर बॉडीज व नदियों को मास्टर प्लान में परिलक्षित करना।
- 8- सेक्टर प्लान को बनाना
- 9- परिवहन तंत्र को मास्टर प्लान में परिलक्षित करना।
- 10- सीवरेज व पेयजल लाईनों को परिलक्षित करना।
- 11- जेडीए रीजन के राजस्व ग्रामों के आबादी क्षेत्र को परिलक्षित करना।
- 12- वर्तमान में मौके पर चल रही सड़कों को प्राथमिकता से दर्शित करना। सेक्टर रोड नेटवर्क में इन्हीं रोडों को आधार रूप में लेना। ड्राफ्ट में दर्शित अनावश्यक जोनों व नई रोडों के प्रस्ताव को तर्कसंगत करना।
- 13- रोड की चौड़ाई के अनुसार भू-उपयोग निर्धारित करना।
- 14- रिंग रोड को परिलक्षित करना।
- 15- जेडीए की योजनाओं (स्कीम्स) को दर्शित करना।
- 16- पूर्व में जेडीए द्वारा किये गए कनिटमेंट्स को शामिल करना।
- 17- बड़े पार्कों हेतु विशेष प्रावधान करना।



अतः प्राधिकरण के समक्ष विचारार्थ प्रस्तुत हुआ।

सर्वप्रथम बैठक में पॉवर प्वाइन्ट प्रजेंटेशन प्रस्तुत किया गया तथा आयुक्त महोदय द्वारा प्रत्येक स्लाइड के संबंध में विस्तृत जानकारी उपलब्ध करायी गयी तथा अवगत कराया गया कि यह ड्राफ्ट मास्टर प्लान है जिसको अन्तिम रूप दिये जाने के संबंध में निर्णय लिया जाना है। आयुक्त द्वारा यह भी अवगत कराया गया कि ड्राफ्ट मास्टर प्लान के लागू करने के संबंध में आपत्ति/सुझाव आमंत्रित किये गये जिसके क्रम में कुल 1158 आपत्तियां/सुझाव प्राप्त हुए हैं। तत्पश्चात् आई.आई.टी. जोधपुर के निदेशक श्री सी.वी.आर. मूर्ति एवं आई.आई.टी. के प्रोफेसर डॉ. एम.एल. बाफना द्वारा विस्तृत रूप से मास्टर प्लान व जोधपुर के विकास पर प्रस्तुतीकरण दिया गया।

तत्पश्चात् जनप्रतिनिधिगण से इस संबंध में राय प्राप्त की गयी। प्राप्त राय का विवरण निम्नानुसार है:-

1- माननीय श्री जोगाराम पटेल, विधायक लूणी:-

1- मास्टर प्लान लागू करते समय इस बात का ध्यान रखा जावे कि कई प्रकरणों में कागजों में तो भूमि कृषि भूमि है लेकिन मौके पर उक्त भूमि पर आवासीय कॉलोनी काटी जाकर बसावट हो चुकी है। अतः ऐसी भूमियों पर आवासीय कॉलोनियों की बसावट को देखते हुए निर्णय लिया जावे।

2- ऑयल डीपो सालावास के आसपास सघन आबादी क्षेत्र हो गया है। अतः ऑयल डीपो को वहां से शिफ्ट करने के संबंध में निर्णय लिया जाकर उक्त भूमि का तदनुसार उपयोग किया जावे। सघन आबादी के पास डीपो होने से कभी भी बड़ी दुर्घटना हो सकती है।

3- सड़कों की चौड़ाई मौके पर उपलब्धता अनुसार ही व्यावहारिक स्थिति को देखते हुए प्रस्तावित किया जाना उचित होगा।

4- भू-उपयोग परिवर्तन के संबंध में एकजनहित याचिका गुलाब कोठारी बनाम स्टेट व अन्य में पारित आदेश को मद्देनजर ही निर्णय लिया जाना उचित होगा।

5- जेडीए रीजन में स्थित राजस्व ग्रामों (395) के आबादी क्षेत्र को मास्टर प्लान में यू-1 के रूप में परिलक्षित किया जाए।

6- उपर्युक्त राजस्व ग्रामों के आबादी क्षेत्र से निश्चित दूरी तक की परिधि को विशिष्ट रूप से मार्क किया जाए।

7- जोजरी नदी को मास्टर प्लान में परिलक्षित किया जाए।

8- अरणा-झरणा तीर्थस्थल को मास्टर प्लान में दर्शाया जाए।

9- भावी विस्तार को देखते हुए मास्टर प्लान में बाईपास हेतु भूमि चिह्नित किया जाना उचित होगा।

10- जोधपुर में काफी बड़ी बड़ी यूनिवर्सिटीयां आ रही हैं। इन यूनिवर्सिटीयों से सम्बद्ध आवासीय कॉलोनियों का भी प्रावधान रखा जाना उचित होगा। इस संबंध में अध्यक्ष महोदय द्वारा अवगत कराया गया कि अब प्रस्तावित मास्टर प्लान में सड़क की चौड़ाई के

अनुसार भू-उपयोग निर्धारित होगा जिससे कम से कम भू-उपयोग परिवर्तन कराने की आवश्यकता होगी। इस पर माननीय विधायक महोदय ने संतोष व्यक्त किया।

11- जोधपुर शहर के शेष तीनों तरफ बस टर्मिनल हेतु भूमि आरक्षित की जाकर बस टर्मिनल विकसित किये जावे। बैठक में इस संबंध में अवगत कराया गया कि मास्टर प्लान में इस आशय का प्रावधान किया गया है।

## 2- माननीय श्री रामनारायण डूडी, सांसद (राज्यसभा):-

1- भावी समस्त योजनाओं को ध्यान रखते हुए व्यवस्थित मास्टर प्लान बनाया जावे ताकि कम से कम भू-उपयोग परिवर्तन किया जाने की कार्यवाही हो।

2- डांगियावास बाईपास को ग्राम तम्बोलिया तक आगे बढ़ाया जावे तथा इस संबंध में मास्टर प्लान में प्रावधान किया जावे तथा प्रस्तावित सड़क की चौड़ाई में किसी भी प्रकार के निर्माण को स्वीकार नहीं किया जावे तथा सड़क के सहारे सहारे सघन वृक्षारोपण किया जाना चाहिए।

3- मास्टर प्लान में वर्णित सड़कों का निर्माण किया जावे।

4- मधुबन हाऊसिंग बोर्ड व कुडी भगतासनी आदि क्षेत्र में सड़कों को लेकर आ रही समस्या का समाधान किया जावे।

5- कृषि भूमि पर बस रही अवैध कॉलोनियों को रोका जावे।

6- नागौर बाईपास को रिंग रोड पर डाईवर्ट किया जावे।

## 3- माननीय श्री भैराराम चौधरी, विधायक, औसिया:-

1- वाटर बॉडिज को ध्यान में रखते हुए ही मास्टर प्लान में भू-उपयोग निर्धारित करना उचित होगा। तिंवरी, मथानिया आदि क्षेत्रों में काफी वाटर बॉडिज है। जिन पर एक तरफ दीवार बनाने से बरसाती पानी का संग्रहण किया जाकर पानी का उपयोग लिया जा सकता है। बाडी क्षेत्र में एक काफी बड़ी वाटर बॉडी है जिसको विकसित किया जाना चाहिए।

2- सड़क बनाने से पहले पानी की लाईन, सीवरेज लाईन आदि का प्रावधान रखा जावे।

3- औसिया विधानसभा क्षेत्र में एगोबैस इण्डस्ट्रीज का प्रावधान रखा जावे।

4- मथानिया और तिंवरी कस्बों के पास आबादी भूमि नहीं है। गौचर भूमि है जिस पर आबादी व औद्योगिक क्षेत्र विकसित हो रहा है। उक्त गौचर भूमि को चिन्हित कर उसका किस्म परिवर्तन कर इसके बदले में अन्यत्र गौचर भूमि आरक्षित किया जाना उचित होगा।

5- दर्जर - मथानिया सड़क की चौड़ाई कम से कम 200 फीट रखी जावे।

6- मास्टर प्लान में स्थित रेलवे लाईन पर आर0ओ0बी0/आर0यू0बी0 का प्रावधान रखा जावे।

## 4- माननीय श्रीमती सूर्यकान्ता व्यास, विधायक, सूरसागर:-

1- मास्टर प्लान में बाईजी का तालाब एवं गंगलाव तालाब को भी शामिल किया जावे।

2- सड़क की चौड़ाई की स्थिति को ध्यान में रखते हुए सड़क की चौड़ाई प्रस्तावित की जावे।

3- रहवासीय कॉलोनियों के पास प्रदूषण फैलाने वाली जनजीवन को खतरा पहुंचाने वाले इकाईयां नहीं होनी चाहिए।

4- मास्टर प्लान में राजरणछोडजी मंदिर को भी शामिल किया जावे।



5- माननीय श्री पी०पी० चौधरी, सांसद, संसदीय क्षेत्र, पाली:-

1- किसी भी प्रकार का अतिक्रमण बर्दाश्त नहीं किया जावे। इस संबंध में सख्त कार्यवाही की जावे। विशेषकर पावर प्वाइन्ट प्रजेंटेशन में वर्णित यू-1 में दर्शायी सड़कों की सीमा में किये गये अतिक्रमण सख्ती से हटाये जावे।

2- मास्टर प्लान ग्राउण्ड रियलेटी में होना चाहिए। सेक्टर प्लान रोड का वायलेशन नहीं होना चाहिए इसकी सख्ती से पालना की जानी चाहिए। सेक्टर रोड विकसित होने से पब्लिक ट्रांसपोर्ट सिस्टम खराब नहीं होगा।

3- चण्डीगढ़ के मास्टर प्लान का अध्ययन कर उसमें से उपयोगी प्रावधानों को लागू करना चाहिए। जहां तक संभव हो चण्डीगढ़ के मास्टर प्लान के अनुसार मुख्य सड़कों पर मकानों की ओपनिंग नहीं होनी चाहिए। मास्टर प्लान बनाते समय इसकी पालना सुनिश्चित करने हेतु इस आशय के विधिक प्रावधान भी किये जाने चाहिए।

4- सेक्टर रोड का प्लान तैयार करते समय में मेट्रो लाईन/रेल लाईन का भी प्रावधान किया जाना उचित होगा।

5- प्राधिकरण क्षेत्र में स्थित 395 राजस्व ग्रामों में आबादी भूमि का चिह्निकरण किया जावे। इस क्रम में वर्तमान में विद्यमान ग्राम और आबादी भूमि को पृथक पृथक से दर्शाया जावे।

6- प्रदूषण फैलाने वाले वाली इकाईयों को खिलाफ सख्त कार्यवाही की जावे तथा इनके लिए पृथक से सुरक्षित स्थान चिन्हित किया जावे तथा चिन्हित स्थान पर अधिक से अधिक वृक्षारोपण भी किया जावे।

7- मास्टर प्लान के दस्तावेज में शामिल शब्दावली को सही ढंग से परिभाषित किया जावे।

8- कम्यूनिटी फैसिलिटी क्षेत्र सरकारी भूमि पर मास्टर प्लान में प्रस्तावित किया जावे तथा इसको मद्देनजर रखते हुए ही मास्टर प्लान डिजाइन किया जावे ताकि भूमि अधिग्रहण की आवश्यकता ही नहीं पड़े।

9- मास्टर प्लान व्यवहारिकता को देखते हुए बनाया जावे। जोधपुर का मास्टर प्लान एक आदर्श मास्टर प्लान हो। जिस तरह चण्डीगढ़ की व्यवस्थित बसावट व प्लान का अध्ययन करते हैं, अब भविष्य में जोधपुर शहर का भावी मास्टर प्लान एक आदर्श मास्टर प्लान सिद्ध हो।

6- माननीय श्री बाबू सिंह राठौड़, विधायक, शेरगढ़:-

1- बड़े बड़े गांव जैसे कैरू, बैरू, बम्बोर आदि में स्थित सिवायचक भूमि के पास ही आवासीय कॉलोनियां प्रस्तावित की जानी चाहिए ताकि प्रस्तावित कॉलोनियों के विकास के साथ साथ पूर्व में विद्यमान कॉलोनियों का भी विकास होगा।

2- अपशिष्ट निस्तारण संयंत्रों को मास्टर प्लान में ढंग से परिलक्षित किया जाए।

7- माननीय श्रीमती कमसा मेघवाल, विधायक, भोपालगढ़:-

1- ग्रामों के आबादी क्षेत्र को मास्टर प्लान में ढंग से दर्शित किया जाना चाहिए।

2- वाटर बॉडीज को मास्टर प्लान में दर्शित किया जाना चाहिए।

उपर्युक्त विवेचन की प्रस्तुति, पावर पॉइन्ट, प्रस्तुतीकरण, प्राप्त आपत्तियों व सुझावों के संक्षिप्त विवेचन, माननीय जनप्रतिनिधिगण के प्राप्त सुझावों पर विचार विमर्श उपरान्त सर्व सम्मति से निम्न निर्णय लिये गए:-

- 1- चूंकि प्राप्त सुझाव व विचार पूर्व में प्राप्त 1158 आपत्ति व सुझावों में समाहित है। अतः पूर्व में दिनांक 29 अगस्त, 2014 की बैठक में गठित कमेटी द्वारा 1158 आपत्ति व सुझावों को अन्तिम रूप से निर्णित किया जाए।
- 2- पूरे जे.डी.ए. रीजन को विभिन्न सेक्टर में बांटकर सेक्टर रोड नेटवर्क बनाया जाए। एस. आर.एस.ए.सी. (रिमोट सेंसिंग) व अन्य संबद्ध एजेन्सियों से वर्तमान रोड नेटवर्क को प्राप्त किया जाए।
- 3- यू-1, यू-2, यू-3 (हाईवे जोन) व ग्रामीण क्षेत्र को कम कर दो जोन यू-1 व यू-2 बनाये जाए। यू-1 में वर्तमान में प्रचलित मास्टर प्लान - 2023 का क्षेत्र सम्मिलित रहेगा जबकि यू-2 में उससे बाहर का संपूर्ण जे0डी0ए0 रीजन का क्षेत्र। यू-1 क्षेत्र में मास्टर प्लान-2023 में दर्शित भू-उपयोग, रोड चौड़ाई, वर्तमान उपयोग व मौका स्थिति अनुसार भू-उपयोग निर्धारण किया जाए। यू-1 क्षेत्र के भू-उपयोग को अलग-अलग रंग से दर्शित किया जाए।
- 4- रोड की चौड़ाई के अनुरूप यू-2 क्षेत्र में भू-उपयोग निर्धारण का चार्ट बनाकर मास्टर प्लान में समाहित किया जाए। यू-2 क्षेत्र को एक ही रंग से दर्शित किया जाए।
- 5- प्रदूषणकारी इकाईयों व हजार्डस इकाईयों हेतु विशिष्ट जोन बनाए जा सकते हैं।
- 6- हरित क्षेत्र (ग्रीन एरिया) हेतु विशिष्ट प्रावधान किये जाए।
- 7- प्रत्येक सेक्टर में सामुदायिक सुविधाओं को पृथक से मार्क किया जाए।
- 8- यू-1 व यू-2 तथा सेक्टर रोड नेटवर्क के आधार पर पूर्व से बने विशिष्ट जोन व क्षेत्रों को कम किया जाए।

उपर्युक्तानुसार कार्यवाही कर मास्टर प्लान - 2031 को अन्तिम रूप देकर प्राधिकरण की बैठक में प्रस्तुत किया जाए। माननीय उच्च न्यायालय में लम्बित याचिका के संदर्भ में मास्टर प्लान के अन्तिम अनुमोदन से पूर्व अतिरिक्त महाधिवक्ता से राय ली जाना सुनिश्चित किया जाए। परन्तु उपर्युक्तानुसार मास्टर प्लान को इससे पूर्व तैयार किया जाना सुनिश्चित किया जाए। यह सारी कार्यवाही एवम् प्रक्रिया माननीय उच्च न्यायालय में लम्बित जनहित याचिका संख्या 1554/2004 गुलाब कोठारी बनाम राज्य व अन्य के निर्णयाधीन रहेगी।

### पार्ट-द्वितीय

प्रस्ताव संख्या 2 :: गत बैठक दिनांक 17 अप्रैल, 2015 में लिये गये निर्णयों की पुष्टि

प्राधिकरण की गत बैठक दिनांक 17 अप्रैल, 2015 का कार्यवाही विवरण जारी किया जा चुका है। अतः प्राधिकरण की गत बैठक दिनांक 17 अप्रैल, 2015 का कार्यवाही विवरण पुष्टि हेतु प्रस्तुत हुआ।





बैठक में बाद विचार विमर्श सर्व सम्मति से दिनांक 17 अप्रैल, 2015 की बैठक के कार्यवाही विवरण का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 3 :: मण्डलनाथ आवासीय योजना में लॉटरी से भूखण्ड आवंटन का अनुमोदन**

प्राधिकरण द्वारा ग्राम पाल खिचियान में मण्डलनाथ आवासीय योजना का शुभारम्भ कर भूखण्ड आवंटन हेतु आवेदन-पत्र आमंत्रित किये थे। इस क्रम में प्राप्त आवेदन-पत्रों की दिनांक 12 सितम्बर, 2015 को प्राधिकरण कार्यालय में लॉटरी निकाली जाकर विभिन्न वर्गों को भूखण्ड आवंटन किये थे। अतः लॉटरी के अनुमोदन एवं लॉटरी निकाले जाने के संबंध में अब तक की गयी कार्यवाही का अनुमोदन किये जाने हेतु प्रकरण कार्यकारी समिति की बैठक दिनांक 19 अक्टूबर, 2015 को आयोजित बैठक में प्रस्तुत किया गया।

प्राधिकरण की मण्डलनाथ योजना के प्राप्त आवेदकों में से सफल आवंटियों को लॉटरी जन प्रतिनिधियों, अधिकारियों एवं आम जन की उपस्थिति में दिनांक 12 सितम्बर, 2015 को निकाली गई थी। सफल आवंटियों की लॉटरी में निम्नानुसार सफल आवंटी रहे।

भूखण्ड का आकार फीट में	कुल भूखण्डों की संख्या	राज्य सरकार के विभागों एवं राजकीय उपक्रमों के कर्मचारियों के लिए 18 प्रतिशत	सैनिक/सेवानिवृत्त सैनिक एवं सेवाकाल के दौरान वीरगति को प्राप्त सैनिकों की विधवाओं एवं आश्रितों के लिए 10 प्रतिशत	अनुसूचित जाति के लिए 9 प्रतिशत	अनुसूचित जन जाति के लिए 6 प्रतिशत	अधिस्वीकृत पत्रकारों के लिए 2 प्रतिशत	निःशक्त जन के लिए 2 प्रतिशत	सामान्य / अनारक्षित के लिए 53 प्रतिशत	कुल आवंटित भूखण्ड	विशेष विवरण
15 गुणा 30	98	17	10	9	6	0	2	54	98	—
20 गुणा 40	45	8	4	4	3	0	1	25	45	—
30 गुणा 60 (185 +9)	194	35	19	17	12	1	4	106	194	185 भूखण्ड 30 गुणा 60 व 9 भूखण्ड 30 गुणा 50
40 गुणा 60	200	36	20	18	7	0	3	116	200	—
50 गुणा 70	30	5	3	2	0	0	1	19	30	—
50 गुणा 90	36	6	4	3	1	0	1	21	36	—
योग	603	107	60	53	29	1	12	341	603	



सफल आवंटियों की लॉटरी सूची एवं लॉटरी कार्यवाही समिति के समक्ष अनुमोदनार्थ प्रस्तुत है। योजना की आवेदन पुस्तिका में पृष्ठ संख्या 15 पर वेतन भोगी आवेदकों के लिए परिवार में एक से अधिक कमाऊ सदस्य होने पर प्रत्येक सदस्य की पृथक-पृथक आय का प्रमाण-पत्र जारी करने का निर्देश है। परन्तु कुछ आवेदकों केवल कर्मचारी की आय का प्रमाण-पत्र ही प्रस्तुत किया है। ऐसे प्रकरण में आय प्रमाण-पत्र के संबंध में प्रकरण कार्यकारी समिति के समक्ष दिनांक 19 अक्टूबर, 2015 को प्रस्तुत हुआ।

कार्यकारी समिति की बैठक में दिनांक 12 सितम्बर, 2015 को मण्डलनाथ योजना के सफल आवेदकों की लॉटरी का सर्वसम्मति से अनुमोदन कर पात्रता होने एवं दस्तावेज पूर्ण होने पर सफल आवंटी को आवंटन-पत्र जारी करने का निर्णय लिया गया। जिन कर्मचारियों ने आय प्रमाण-पत्र में परिवार के अन्य सदस्यों की आय का उल्लेख नहीं किया है। उनमें यह माना जावेगा कि परिवार में अन्य सदस्यों की आय नहीं है और कर्मचारी द्वारा प्रस्तुत आय प्रमाण-पत्र को ही परिवार की आय माना जाकर आवंटन पत्र जारी करने का निर्णय लिया गया। स्वःअनुप्रमाणित आय प्रमाण-पत्र को स्वीकार करने का निर्णय लिया गया। अतः कार्यकारी समिति की बैठक में लिये गये निर्णय की पुष्टि हेतु प्राधिकरण के समक्ष प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 4 :: विज्ञान नगर आवासीय योजना की लॉटरी से आवंटन का अनुमोदन।**

प्राधिकरण की विज्ञान नगर आवासीय योजना के प्राप्त आवेदकों में से सफल आवंटियों की लॉटरी जन प्रतिनिधियों, अधिकारियों एवं आमजन की उपस्थिति में दिनांक 20.10.2015 को निकाली गई। श्रेणीवार/वर्गवार आवंटन निम्नानुसार किया गया-

भूखण्ड का आकार (फीट में)	भूखण्ड संख्या	राज्य सरकार के विभागों एवं राजकीय उपक्रमों के कर्मचारियों के लिए 18%	सैनिक/सेवा निवृत्त सैनिक एवं सेवा काल के दौरान विरगति को प्राप्त सैनिकों की विधवायें एवं आश्रित के लिए 10%	अनुसूचित जाति के लिए 9%	अनुसूचित वत जन जाति के लिए 6%	अधिरक्षी कृत पत्रकारों के लिए 2%	निष्कृत जन के लिए 2%	सामान्य / अनारक्षित के लिए 53%	योग	विशेष विवरण
15'x30'	126	23	13	11	8	0	2	69	126	—
20'x45'	106	19	11	10	6	0	2	58	106	—
25'x50'	342	62	34	31	15	0	7	193	342	—
20'x54' (25'x Q)	36	6	3	0	0	0	0	20	29	14 भूखण्ड (20'x54') व 22 भूखण्ड (25'x Q')
30'x60'	70	13	7	6	1	0	2	41	70	—
50'x90' (50'x Q)	56	10	0	5	0	0	1	40	56	26 भूखण्ड (50'x90') व 30 भूखण्ड (50'x Q')
योग	736	133	68	63	30	0	14	421	729	—

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20x45 क्षेत्रफल वाली श्रेणी में 22 भूखण्ड एवं 50x90 क्षेत्रफल वाली श्रेणी में 30 भूखण्ड अलग-अलग नाप/लम्बाई के हैं जिन्हें तालिका में 20xQ एवं 50xQ अंकित किया गया है। Q से आशय मौके पर उपलब्ध अलग-अलग क्षेत्रफल/माप/लम्बाई से है।

सफल आवंटियों की लॉटरी सूची एवं लॉटरी प्रक्रिया समिति के समक्ष अनुमोदनार्थ प्रस्तुत है। योजना की आवेदन पुस्तिका में पृष्ठ सं. 15 पर वेतन भोगी आवेदकों के लिए परिवार में एक से अधिक कमाऊ सदस्य होने पर प्रत्येक सदस्य की पृथक-पृथक आय का प्रमाण पत्र जारी करने का निर्देश है। परन्तु कुछ आवेदकों केवल कर्मचारी की आय का प्रमाण-पत्र ही प्रस्तुत किया है। ऐसे प्रकरण में आय प्रमाण-पत्र के संबंध में प्रकरण कार्यकारी समिति के समक्ष दिनांक 11 जनवरी, 2016 को प्रस्तुत हुआ।

दिनांक 20.10.2015 को आयोजित विज्ञान नगर आवासीय योजना के सफल आवेदकों की लॉटरी का सर्वसम्मति से अनुमोदन कर पात्रता होने एवं दस्तावेज पूर्ण होने पर सफल आवंटियों को आवंटन पत्र जारी करने का निर्णय लिया गया। जिन कर्मचारियों ने आय प्रमाण-पत्र में परिवार के अन्य सदस्यों की आय का उल्लेख नहीं किया है। उनमें यह माना जाएगा कि परिवार में अन्य सदस्यों की आय नहीं है और कर्मचारी द्वारा प्रस्तुत आय प्रमाण-पत्र को ही परिवार की आय माना जाकर आवंटन पत्र जारी करने का निर्णय लिया गया। स्व-अनुप्रमाणित आय प्रमाण-पत्र को स्वीकार करने का निर्णय लिया गया। 20x45 क्षेत्रफल वाली श्रेणी में 22 भूखण्ड एवं 50x90 क्षेत्रफल वाली श्रेणी में 30 भूखण्डों का उपलब्ध क्षेत्रफल/नाप के अनुसार आवंटन किया जाने का निर्णय लिया गया। अतः कार्यकारी समिति की बैठक में लिये गये निर्णय की पुष्टि हेतु प्राधिकरण के समक्ष अनुमोदनार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 5 :: ग्राम बडली में प्रस्तावित अरणा विहार आवासीय योजना का अनुमोदन**

प्राधिकरण द्वारा ग्राम बडली खसरा संख्या 88 में 49 हैक्टेयर भूमि पर अरणा विहार योजना विकसित की जानी प्रस्तावित है। इस काम में आवेदन-पत्र आमंत्रित किये जा चुके हैं। कार्यकारी समिति की बैठक 19 अक्टूबर, 2015 में प्रस्तुत किया जाकर निर्णय लिया जा चुका है। योजना हेतु आरक्षित दर कमेटी द्वारा 5,800/- रुपये प्रति वर्ग मीटर निर्धारित की गयी है। बैठक में निर्देशक-आयोजना द्वारा प्रस्तुत आवासीय योजना के प्रारूप अनुसार योजना का अनुमोदन करने का निर्णय लिया गया तथा इस संबंध में अब तक की गयी कार्यवाही का अनुमोदन करने का निर्णय लिया गया। अतः कार्यकारी समिति की बैठक में लिये गये निर्णय के क्रम में ग्राम बडली में अरणा विहार आवासीय योजना का अनुमोदन करने हेतु प्रकरण प्राधिकरण के समक्ष प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 6 :: रामराज नगर योजना में द्वितीय चरण में अधिवक्ताओं को भूखण्ड आवंटन के संबंध में।**

डी. बी. सिविल रिट जनहित याचिका संख्या 11993/2012 राजस्थान हाईकोर्ट एडवोकेट एसोसिएशन जोधपुर बनाम राजस्थान राज्य व अन्य में पारित निर्णय दिनांक 26/09/2014 में प्रदत्त की पालना में राजस्थान हाईकोर्ट एडवोकेट एसोसिएशन जोधपुर के अध्यक्ष एवं प्रतिनिधियों के साथ आयुक्त जोधपुर विकास प्राधिकरण द्वारा बैठक दिनांक 23/03/2015 व 28/10/2015 को साथ 5 बजे पर आयोजित जिसमें उपस्थित हुए।

1. सर्वप्रथम श्री रणजीत जोधी अध्यक्ष राजस्थान हाईकोर्ट एडवोकेट एसोसिएशन, जोधपुर द्वारा अवगत कराया गया कि रामराज नगर योजना वर्ष 2008 में जोधपुर विकास न्यास द्वारा राज्य सरकार की अनुमति से अधिवक्ताओं के लिए ही बनाई गई थी। जिसमें से 539 भूखण्ड अधिवक्ताओं को लॉटरी द्वारा आवंटित किये गये थे। योजना में कुल भूखण्ड 1431 थे। आवंटन हेतु आवेदन 1241 प्राप्त हुए थे। वर्तमान में शेष रहे भूखण्डों को अधिवक्ताओं को आवंटित किये जावे, ताकि प्राधिकरण व अधिवक्ताओं के बीच अनावश्यक कानूनी विवाद न रहे। इस सम्बन्ध में पूर्व बैठक दिनांक 23/03/2015 में हुई सहमति अनुसार वर्तमान में रिक्त सामान्य भूखण्ड 252 अधिवक्ताओं को आवंटित करने पर सहमति बनी थी परन्तु वर्तमान में उपलब्ध कॉर्नर भूखण्ड 177 के सम्बन्ध में सहमति नहीं बनी। इस सम्बन्ध में श्री रणजीत जोशी अध्यक्ष राजस्थान हाईकोर्ट एडवोकेट एसोसिएशन द्वारा ज्ञापन दिया गया कि कॉर्नर भूखण्ड आरक्षित दर का 10 प्रतिशत अतिरिक्त राशि पर आवंटित किये जावें।

2. इस पर सचिव, जोधपुर विकास प्राधिकरण द्वारा अवगत कराया गया कि रामराज नगर आवासीय योजना अधिवक्ताओं सहित सभी वर्गों हेतु बनी थी। इस योजना में समय-समय पर विकास न्यास व प्राधिकरण द्वारा अपने कर्मचारियों को भूखण्ड आवंटित किये गये व अन्य योजनाओं से स्थानांतरित/शिफ्टिंग में भूखण्ड आवंटित किये गये। वर्तमान में 252 भूखण्ड सामान्य श्रेणी के व 177 भूखण्ड कॉर्नर कुल 429 रिक्त भूखण्ड हैं। न्यास व प्राधिकरण द्वारा अधिवक्ताओं से भिन्न श्रेणी के भूखण्ड को इस योजना में भूखण्ड आवंटन को लेकर एडवोकेट एसोसिएशन व प्राधिकरण के मध्य कानूनी विवाद रहे हैं।

आयुक्त महोदय ने अवगत कराया कि वर्तमान में टाउनशिप पॉलिसी 2010 लागू है, जिसमें विशेष वर्ग हेतु कॉलोनी का प्रावधान नहीं है। इस पर अध्यक्ष श्री रणजीत जोधी ने अवगत कराया कि हमारी यह योजना की नई टाउनशिप पॉलिसी 2010 लागू होने से पूर्व ही वर्ष 2008 की राज्य सरकार से अनुमोदित योजना है। पूर्व की योजना पर वर्तमान पॉलिसी के प्रावधान लागू नहीं होते हैं अतः वर्तमान में रिक्त 252 सामान्य भूखण्ड वर्ष 2008 की आरक्षित दर पर व 177 भूखण्ड आरक्षित दर की 10 प्रतिशत अतिरिक्त राशि लेकर अधिवक्ताओं को ही आवंटित किये जावें।

योजना के सभी पहलुओं पर विस्तृत विचार विमर्श उपरान्त यह निर्णय लिया गया कि "रामराज नगर योजना" ग्राम चौखा में वर्तमान में रिक्त 252 सामान्य भूखण्ड वर्तमान प्रचलित आरक्षित दर पर आवंटन बाबत बैठक दिनांक 23/03/2015 में सहमति बन चुकी है। शेष 177 कॉर्नर भूखण्ड वर्तमान आरक्षित दर की 10 प्रतिशत अतिरिक्त राशि पर अधिवक्ताओं को आवंटित करने हेतु सहमति प्रकट की गई की इस सम्बन्ध में प्रकरण कार्यकारी समिति की बैठक दिनांक 11 जनवरी, 2016 में प्रस्तुत किया गया जिसमें निर्णय लिया गया कि प्रकरण संपूर्ण तथ्यात्मक स्थिति के साथ स्वीकृति हेतु राज्य सरकार को प्रेषित किया गया है। अतः प्रकरण प्राधिकरण के समक्ष अनुमोदनार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

प्रस्ताव संख्या 7 :: "मॉडल नगरीय क्षेत्र (भवन अनियमित निर्माण/ नियमबद्धता/ नियमितिकरण) उपविधियां, 2014" लागू करने के संबंध में।

राज्य सरकार के पत्र क्रमांक प.10 (15) नवि/3/2013 दिनांक 9 दिसम्बर, 2014 द्वारा "मॉडल नगरीय क्षेत्र (भवन अनियमित निर्माण/ नियमबद्धता/ नियमितिकरण) उपविधियां, 2014" प्रेषित इसे तुरन्त प्रभाव से लागू करने के निर्देश प्रदान किये हैं। इसके पश्चात् राज्य सरकार ने समसंख्यक पत्र दिनांक 22 दिसम्बर, 2014 एवं दिनांक 21 जनवरी, 2015 द्वारा संशोधन किये हैं। अतः "मॉडल नगरीय क्षेत्र (भवन अनियमित निर्माण/ नियमबद्धता/

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नियमितिकरण) उपविधियां, 2014" एवं तत्पश्चात् राज्य सरकार द्वारा किये गये संशोधन अनुरूप लागू करने के संबंध में विचारार्थ एवं निर्णयार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 8 :: झरणा विहार योजना का अनुमोदन।**

ग्राम बडली में खसरा संख्या 88 में नवीन झरणा विहार योजना लांच की गयी है। इस संबंध में आवेदन-पत्र प्राप्त कर लिये गये हैं। योजना लागू करने के संबंध में प्रकरण कार्यकारी समिति के समक्ष दिनांक 11 जनवरी, 2016 में प्रस्तुत किया जाकर योजना लागू करने का निर्णय लिया गया है।

अतः प्राधिकरण के समक्ष योजना लागू करने तथा अब तक की गई कार्यवाही का अनुमोदन हेतु प्रकरण प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 9 :: मेरिज गार्डन बाई-लॉज का अनुमोदन**

प्राधिकरण क्षेत्र में विभिन्न स्थानों पर मैरिज गार्डन योजना लागू की जानी प्रस्तावित है। अतः इस संबंध में विचार विमर्श कर निर्णय लेने हेतु प्रकरण कार्यकारी समिति के समक्ष दिनांक 11 जनवरी, 2015 को प्रस्तुत किया गया। जिसमें निर्णय लिया गया कि प्राधिकरण क्षेत्र में मैरिज गार्डन योजना लागू करने हेतु उपयुक्त भूमि का चयन समस्त उपायुक्तगण तहसीलदारगण के माध्यम से वर्तमान नियम (निर्धारित मापदण्ड) को मद्देनजर रखते हुए किया जाकर मैरिज गार्डन योजना लागू की जावे। इसके साथ ही यह भी निर्णय लिया गया कि नगर निगम क्षेत्र से बाहर स्थित मैरिज गार्डन का पंजीयन जोधपुर विकास प्राधिकरण द्वारा किया जाएगा, इसके लिए नगर निगम के नियम/उप नियमों का परीक्षण कर इन्हें लागू करने का निर्णय लिया गया।

स्वायत्त शासन विभाग द्वारा मैरिज गार्डन बाईलॉज बनाये हुए हैं। जिन्हें सभी नगर निगम एवं नगर पालिका द्वारा अंगीकृत (Adopt) किया जाकर बाईलॉज अनुसार कार्यवाही की जा रही है। प्राधिकरण क्षेत्र में बाईलॉज लागू नहीं होने से वर्तमान में नगर निगम क्षेत्र में लागू बाईलॉज में आवश्यक संशोधन कर इन्हें प्राधिकरण हेतु अंगीकृत (Adopt) किया जाना प्रस्तावित है। अतः प्राधिकरण के समक्ष विचारार्थ एवं निर्णयार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से निर्णय लिया गया कि जयपुर विकास प्राधिकरण, जयपुर में इस संबंध में क्या प्रक्रिया अपनाई जा रही है तथा वहां किन नियमों के तहत कार्यवाही की जा रही है, का अध्ययन कर तदनुसार प्रकरण आगामी बैठक में प्रस्तुत किया जावे।

**प्रस्ताव संख्या 10 :: संस्था/सोसायटी/ट्रस्ट "स्वामित्व की भूमि" पर कराये गये विकास कार्यों के भुगतान एवं जॉच एजेन्सियों में सम्मिलित पत्रावलियों के अलावा विकास कार्यों के भुगतान हेतु आयुक्त जोधपुर विकास प्राधिकरण द्वारा गठित कमेटी द्वारा प्रस्तुत रिपोर्ट में की गई अनुशंसाओं की पुष्टि हेतु प्रस्ताव।**



आयुक्त जोधपुर विकास प्राधिकरण, जोधपुर के पत्रांक एफ38/वित्त/762 दिनांक 14.10.15 द्वारा एक कमेटी का गठन किया गया। जिसका विवरण निम्नानुसार है :-

क्र.सं	नाम	पद	विवरण
1	श्री दुर्गेश बिस्सा	सचिव	अध्यक्ष
2	श्री आर.पी.शर्मा	निदेशक वित्त	सदस्य
3	श्री नरपतसिंह शेखावत	निदेशक विधि	सदस्य
4	श्री ज्ञानेश्वर	निदेशक अभियान्त्रिकी	सदस्य

कमेटी की बैठक 3 नवम्बर 2015 को आयोजित की गई जिसमें प्रारम्भिक विचार-विमर्श हुआ तथा दिनांक 08.01.16 को अन्तिम विचार-विमर्श के पश्चात् बैठक कार्यवाही विवरण दिनांक 08.01.2016 को जारी किये गये। जिसमें संस्था/सोसायटी/ट्रस्ट स्वामित्व की भूमि पर कराये गये विकास कार्य एवं सामुदायिक भवनों के निर्माण के भुगतान से पूर्व प्राधिकरण के तहसीलदार द्वारा भूमि के स्वामित्व की जाँच तथा अधीशाषी अभियन्ता द्वारा किये गये कार्य की जाँच एवं इसके पश्चात् आवश्यक दस्तावेज पत्रावली में प्रस्तुत करने पर, भुगतान की कार्यवाही करने हेतु कमेटी ने अनुशंसा की, भ्रष्टाचार निरोधक ब्यूरो में सम्मिलित पत्रावलियों एवं कार्यों का भुगतान "अन्तिम रिपोर्ट" प्राप्ति तक रोके जाने तथा इसके अतिरिक्त अन्य पत्रावलियों के रोके गये भुगतान किये जाने की अनुशंसा की तथा खन्ना जाँच कमेटी में सम्मिलित पत्रावलीयों के संबंध में खन्ना जाँच कमेटी द्वारा अपनी "अन्तरिम रिपोर्ट" में दिये निर्देशों की पालना करना तथा उक्त जाँच में सम्मिलित पत्रावलियों/अनुबन्धों की सुरक्षा राशि (Security Deposit) रोकी जाने तथा इसके अतिरिक्त अन्य अनुबन्धों के भुगतान किया जाने की अनुशंसा की गई। अतः उक्त कमेटी द्वारा प्रस्तुत अनुशंसा को प्राधिकरण के समक्ष अनुमोदनार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 11 :: मोबाईल टावर बाईलॉज का अनुमोदन**

स्वायत्त शासन विभाग द्वारा मोबाईल टॉवर/पोल एन्टिना उप विधियां बनायी हुई है। जिन्हें सभी नगर निगम एवं नगर पालिका द्वारा अंगीकृत (Adopt) किया जाकर उप विधियां अनुसार कार्यवाही की जा रही है। प्राधिकरण क्षेत्र में उप विधियां लागू नहीं होने से वर्तमान में नगर निगम क्षेत्र में लागू बाईलॉज में आवश्यक संशोधन कर इन्हें प्राधिकरण हेतु अंगीकृत (Adopt) किया जाना प्रस्तावित है। अतः प्राधिकरण के समक्ष विचारार्थ एवं निर्णयार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से निर्णय लिया गया कि जयपुर विकास प्राधिकरण, जयपुर में इस संबंध में क्या प्रक्रिया अपनाई जा रही है तथा वहां किन नियमों के तहत कार्यवाही की जा रही है, का अध्ययन कर तदनुसार प्रकरण आगामी बैठक में प्रस्तुत किया जावे।

**प्रस्ताव संख्या 12 :: जोधपुर विकास प्राधिकरण हेतु विकास कार्य एवं स्टोर्स क्रय हेतु "शक्तियों का प्रत्यायोजन" Delegation of schedule of powers (S.O.P.) का अनुमोदन कर, नगरीय विकास विभाग, राज्य सरकार जयपुर को प्रस्तुत करने बाबत प्रस्ताव :-**

प्राधिकरण की कार्यकारी समिति की बैठकों में समय-समय पर शक्तियों का प्रत्यायोजन (S.O.P.) में बदलाव किया जा रहा है लेकिन कार्यकारी समिति की बैठक दिनांक 26 अगस्त

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2015 के प्रस्ताव संख्या 29 की अनुपालना में राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 तथा नियम 2013 के प्रावधानों एवं जयपुर विकास प्राधिकरण में प्रचलित "शक्तियों का प्रत्यायोजन" के प्रावधानों का समावेश करते हुए प्राधिकरण के विकास कार्यो एव स्टोर्स क्रय हेतु अद्यतन "शक्तियों का प्रत्यायोजन" (Schedule of powers) को तैयार किया गया है। अतः अद्यतन शक्तियों का प्रत्यायोजन (S.O.P.) (परिशिष्ट-2) को प्राधिकरण बैठक में अनुमोदन के पश्चात् नगरीय विकास विभाग राज्य सरकार से स्वीकृत करवाकर "गजट नोटिफिकेशन" करवाये जाने हेतु अनुमोदनार्थ प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 13 :: जोधपुर विकास प्राधिकरण हेतु विकास कार्यो के "अनुबंध की शर्तों" (RPWA-100) का अनुमोदन कराने बाबत प्रस्ताव।**

प्राधिकरण में वर्तमान में विकास कार्यो हेतु राज्य सरकार द्वारा प्रकाशित अनुबंध की शर्तें (Conditions of Contract) को बाजार से क्रय करके अनुबंध निस्पादित किया जा रहा है जिसके क्लॉस -23 में "Standing Committee for settlement of disputes" में नामित अधिकारी राज्य सरकार से है जबकि प्राधिकरण स्वायत्तशासी संस्था होने के कारण स्वयं की अनुबंध की शर्तें (Conditions of Contract) बनाये जाने की आवश्यकता एवं न्यायिक प्रक्रिया में "विधि-सम्मतता" लाने हेतु प्राधिकरण की अपनी 'अनुबंध की शर्तों' का प्रारूप (परिशिष्ट-3) तैयार कर प्राधिकरण के समक्ष अनुमोदनार्थ प्रस्तुत है। प्राधिकरण के अनुमोदन के पश्चात् नगरीय विकास विभाग राज्य सरकार से स्वीकृत कराया जाना है।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त प्रस्ताव का अनुमोदन करने का निर्णय लिया गया।

**प्रस्ताव संख्या 14 :: रिसर्जेंट राजस्थान के तहत प्रेषित प्रस्तावों की पुष्टि के संबंध में।**

रिसर्जेंट राजस्थान के तहत प्राप्त निम्नलिखित प्रस्तावों पर अब तक की गयी कार्यवाही का विवरण निम्नानुसार है। इस संबंध में प्राधिकरण की कार्यकारी समिति की बैठक दिनांक 26 अगस्त, 2015 में भी निर्णय लिया जा चुका है। इसके पश्चात् समय समय पर भेजे गए प्रस्तावों व तथ्यात्मक रिपोर्ट का विवरण इस प्रकार से है:-

(क) राजस्थान विकास संस्थान:-

राजस्थान विकास संस्थान के संबंध में नोडल ऑफिसर रिसर्जेंट राजस्थान, संयुक्त शासन सचिव-तृतीय को उनके पत्र क्रमांक प.1 (46) नविदि/जोधपुर/2015 जयपुर दिनांक 13 जनवरी, 2016 के क्रम में इस कार्यालय द्वारा यपत्र क्रमांक 614 दिनांक 27 जनवरी, 2016 द्वारा निम्नानुसार प्रतिउत्तर प्रेषित किया है:-

संस्थान को भूमि आवंटन से पूर्व स्क्रीनिंग कमेटी के समक्ष प्रस्तुत किये जाने हेतु भूमि आवंटन नीति 2015 के विभिन्न बिन्दुओं के क्रम में विस्तृत जानकारी चाही गई है जो बिन्दुवार प्रेषित है:-

क्र. सं.	आवंटन नीति का बिन्दु संख्या	विवरण
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1.	<p>2.5 (1 से 5)</p> <ol style="list-style-type: none"> <li>1. पूर्व में किये गए कार्यों का पूर्ण विवरण, मय लागत</li> <li>2. वर्तमान में किये जा रहे कार्यों की वस्तुस्थिति तथा इनके समाज को लाभ का विवरण</li> <li>3. प्रस्तावित कार्य पूर्ण करने हेतु आर्थिक एवं तकनीकी क्षमता</li> <li>4. संस्था की आर्थिक स्थिति</li> <li>5. पूर्व में किये गए कार्यों का विवरण मय लागत</li> </ol>	<p>सचिव, जोधपुर विकास प्राधिकरण द्वारा राजस्थान विकास संस्थान को पत्र प्रेषित कर भूमि आवंटन नीति की बिन्दु संख्या 2.5 (1 से 5) के सम्बन्ध में जानकारी चाही गई थी। राजस्थान विकास संस्थान ने अपने पत्र दिनांक 22.01.2016 द्वारा बिन्दुवार विस्तृत जानकारी उपलब्ध कराई गई है जिसकी फोटो प्रति संलग्न की जा रही है।</p> <p>संस्थान द्वारा उपलब्ध कराई गई जानकारी के अनुसार उनके द्वारा संचालित की जा रही गतिविधियों के मददेनजर उक्त परियोजनार्थ उक्त भूमि आवंटन हेतु पूर्व में ही लिखा जा चुका है। संस्थान के पास लगभग 300 करोड़ की परिसंपत्तियां उपलब्ध है। संस्थान द्वारा की जा रही गतिविधियों एवं उपलब्ध परिसंपत्तियों के मददेनजर भूमि आवंटन हेतु निर्णय लिया जाना अपेक्षित है।</p>
2.	3.4 भूमि विकसित है अथवा अविकसित	भूमि अविकसित है तथा भूमि पर प्राधिकरण द्वारा किसी प्रकार के विकास कार्य संपादित नहीं करवाए गए हैं।
3.	3.6 जो मेडिकल कॉलेज, हॉस्पिटल नहीं आते हैं। केवल उन्हें ही इस नीति के तहत भूमि आवंटित की जावेगी।	चिकित्सा विभाग द्वारा वर्ष 2006 में एक नीति लागू की गई थी। नीति में अंकितानुसार 31.12.2010 तक ही क्रियान्वित रही थी। उक्त नीति के भाग की प्रति संलग्न की जा रही है। अन्य विवरण चिकित्सा विभाग से प्राप्त किए जा सकते हैं।
4.	4.2 भूमि आवंटन हेतु आवेदन प्राप्त होने पर उसे संबंधित निकाय की वेबसाइट पर न्यूनतम 15 दिवस के लिए डाला जायेगा, ताकि उस पर आमजन की टिप्पणी/आपत्ति प्राप्त की जा सके।	राजस्थान विकास संस्थान को आवंटित की जाने वाली राजस्व ग्राम झालामण्ड के खसरा नं. 413 की 40 बीघा व राजस्व ग्राम कुड़ी भगतासनी के खसरा नं. 326 की 21.13 बीघा भूमि



		<p>के संबंध में दिनांक 22.01.2016 प्राधिकरण की वेबसाइट पर अपलोड कर दिया गया है तथा 15 दिवस में आमजन से आपत्ति/सुझाव मांगे गए हैं। आज दिनांक तक कोई आपत्ति/सुझाव प्राप्त नहीं हुए हैं।</p>
5.	<p>4.3 संस्था को आवंटित की जाने वाली भूमि के क्षेत्रफल का औचित्य निर्धारण आवेदक संस्था द्वारा प्रस्तुत प्रोजेक्ट रिपोर्ट व संस्था की वित्तीय सामर्थ्य के आधार पर सुनिश्चित किया जावेगा।</p>	<p>मेडिकल कॉलेज के लिए 20 एकड़ मय विश्वविद्यालय के लिए 30 एकड़ भूमि का प्रावधान है। विभाग की भूमि राज्य सरकार द्वारा जारी भूमि आवंटन नीति 2015 के क्रम 2.9 में रियायती दरों पर आवंटन के लिए क्षेत्रफल अंकित किये हैं। जिसके बिन्दू संख्या 5 पर विश्वविद्यालय हेतु 30 एकड़ भूमि आवंटन करने का प्रावधान है।</p> <p>संस्था पूर्व में डेंटल कॉलेज/ इंजीनियरिंग कॉलेज/ बी.कॉम कॉलेज/बी.एड. कॉलेज/नर्सिंग कॉलेज/ मैनेजमेंट कॉलेज का संचालन कर रही है। संस्थान को खसरा नं. 413 की 40 बीघा भूमि एवं खसरा नं. 326 की 21.9 बीघा भूमि आवंटित कर दी जाती है तो संस्थान मेडिकल कॉलेज एवं विश्वविद्यालय का संचालन कर सकेगा। संस्थान को केनरा बैंक द्वारा 250 करोड़ का ऋण उपलब्ध कराने हेतु प्रस्ताव पत्र दिया है। जिसकी प्रति पूर्व में प्रेषित कर दी गई थी।</p>
6.	<p>4.5 चिकित्सा संस्थानों के लिए आवंटित की जाने वाली भूमि बाबत चिकित्सा विभाग की टिप्पणी</p>	<p>प्राधिकरण द्वारा अपने स्तर पर चिकित्सा विभाग की टिप्पणी हेतु पत्र प्रेषित कर दिया गया है। परन्तु चिकित्सा विभाग से नगरीय विकास विभाग को अपने स्तर पर ही टिप्पणी प्राप्त करना उचित रहेगा।</p>

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इसके अतिरिक्त राजस्थान विकास संस्थान ने दिनांक 12.01.2016 को पत्र प्रस्तुत कर यह माग की है कि झालामण्ड के खसरा नं. 413 की कुल भूमि 74.9 बीघा है, में से 40 बीघा भूमि संस्था को देने बाबत प्रस्ताव प्रेषित किया गया था लेकिन सचिव, जोधपुर विकास प्राधिकरण ने अपने पत्र दिनांक 04.11.2015 में ग्राम झालामण्ड के खसरा नं. 413 की 74.9 बीघा भूमि 35 बीघा भूमि आवंटन का अंकन किया गया है। यहां यह उल्लेखनीय है कि उक्त खसरा की भूमि में से लगभग 35 बीघा भूमि विद्युत विभाग को जीएसएस स्थापित करने हेतु आवंटित की गई थी तत्पश्चात भूमि पर एप्रोच हेतु सड़क का अंकन नहीं किया गया था। विद्युत विभाग ने उक्त भूमि पर एप्रोच सड़क उपलब्ध करवाने हेतु निवेदन किया है। उक्त भूमि राजस्थान विकास संस्थान को आवंटित की जाने वाली भूमि का ही भाग है।

राजस्थान विकास संस्थान ने एक शपथ पत्र प्रस्तुत कर यह सुनिश्चित किया है कि आवंटित की जाने वाली भूमि के समीप भूमि राजस्थान विकास संस्थान के स्वामित्व की है। जिस पर शैक्षणिक संस्थान विकसित है। उक्त प्रस्तावित सड़क का आगे कहीं लिंक नहीं होता है। मात्र जीएसएस तक ही सड़क की आवश्यकता है तथा संस्थान को आवंटित की जाने वाली भूमि में से ही जीएसएस को सड़क हेतु भूमि उपलब्ध करवा दी जायेगी। इस संबंध में संस्थान द्वारा एक शपथ पत्र भी प्रस्तुत कर दिया गया है। खसरा नं. 413 की 40 बीघा भूमि एवं खसरा नं. 326 की 21.13 बीघा भूमि संस्थान को आवंटित कर दी जाती है तो रिसर्जेंट राजस्थान के तहत किया गया एमओयू पूरी तरह से क्रियान्वित हो सकेगा। अतः प्रस्ताव अनुसार संस्थान को खसरा नं. 413 की 40 बीघा भूमि एवं खसरा नं. 326 की 21.13 बीघा भूमि आवंटित किये जाने हेतु पुनः पत्र प्रेषित है।

बैठक में बाद विचार विमर्श सर्व सम्मति से राजस्थान विकास संस्थान को रिसर्जेंट राजस्थान के अन्तर्गत भूमि आवंटन के संबंध में अब तक की गयी कार्यवाही एवं उपरोक्त पत्र का अनुमोदन करने का निर्णय लिया गया।

(ख) अन्य प्रस्तावों पर भेजी गई टिप्पणी का वर्णन इस प्रकार से है:-

1	Nila Infrastructure Limited	"Nila Ashray Mega Awas Yojana under Affordable Housing Scheme of Rajasthan Government	Village Anganwa, Jodhpur	40 hec.	400	4000	F.1(69)U DH/ Jodhpur/2 015, Date 19.11.2015	MoU and details has been mailed to JoDA as per directions of ACS, UDH on 31.11.2015 JoDA has been directed to take necessary action as per proposal and send the current status and compliance report to this department land use change involved developer is being advised accordingly.	Nila Ashray is already doing mega Aawas Yojna in Anganwa. All action at the JoDA level has already been taken. Hold meeting with company representative on 27.01.16 at JoDA. They emphasized that Company will participate in EoI issued by JoDA regarding Jan Aawas Yojna. The EoI for Jan Aawas Yojna has already been issued. There is no action pending at JoDA level on this issue.
2	A.K.G. Affordable Housing Pvt. Ltd.	Housing Project in Jodhpur			500	1500	F.1(70)U DH/ Jodhpur/2 015 Date 19.11.15	MoU and details has been mailed to JoDA as per directions of ACS, UDH on	There is no proposal or file pending at JoDA level. Nobody has contacted in

								31.11.2015 JoDA has been directed to take the necessary action as per proposal and send the current status and compliance report to this department and applicant yet to submit proposals.	JoDA. JoDA officials could not contact them due to lack of contact details.
3.	Jodhpur	M/S Ashapurana Buildcon Ltd. Sh. Karan Singh Director, Ajeet Colony Jodhpur Mob. 9672780747 E-Mail: gm@theashpumahotels.com	Hotel	Khasra No. J & 2 Village Uchhiyar da Tehsil & Distric Jodhpur Total Land 42.08 Bigha	55.6	20	Pending for land Conversion and Building Plan Approval with Jodhpur Development Authority, Jodhpur for last 5 years and 11 months.	No Status reported	Concerned land is in Peripheral Control Belt. Presently the Land Use Change from this can not be done because of Stay by Hon'ble Rajasthan High Court in PIL No. 1554/ 2004 Hold meeting with Director of Company on 27.01.2016 about this.
4.	Jodhpur	Smt. Veena Rajpurohit Pratap Nagar Jaipur Mob. 9414128969 Email: padam2057@gmail.com, padamsraji@yahoo.co.in	Hotel	Khasra No. 304/1/1 Village Pal Tehsil & Distric Jodhpur Total Land 3182.50 Sq.mt.	6.52	15	Pending for Land conversion with Jodhpur Development Authority, Jodhpur	Not applied at JoDA yet Pending with Department of Tourism.	Not applied at JoDA yet. May be pending with Department of Tourism.
5.	Jodhpur	Smt. Prem Kariwar Inda, 701 Ashapurana Tower Paota A Road, Jodhpur Rajasthan - 342001 Mob. 9413319531 Email: Inda_jaswant@yahoo.co.in	Hotel	Plot No. 1, 6, 7 & 8 Village Jhalaman d Tehsil Lunj Jaipur Bye Pass Jodhpur Total Land 4.00 Bigha	6.5	15	Pending for Land Conversion with Jodhpur Development Authority Jodhpur	Applied for 90A in JoDA on August, 2015 Pending with JoDA for conversion Approval	Discussed with Applicant. He applied for change in land use for petrol pump area 1225 square meter for his residential plot no 1,6, 7 & 8 total area 5783.32 square yard. Change in land use has been done for petrol pump with condition of reconstitution of rest of the area. Now applicant want change in land use for Hotel purpose. For this re-constitution followed by land use Change is to be done. Applicant has not applied

									for re-constitution and land use change. He has been informed to apply accordingly.
6	Jodhpur	Sh. Jethu Singh Kachhwaha Rupawaton Ka Bera Sursagar Jodhpur Rajasthan Mob. 9829020680 Email. varukhachhawaha@gmail.com	Hotel	Khasra No. 636/1 Plot No. 2, 3, 10, 11 & 12 Village Genwa Sursagar Road Jodhpur Total land 2022.02 Sq. yard	4.55	12	Pending for land Conversion with Jodhpur Development Authority, Jodhpur	No Status reported	Discussed with Sh. Jethu Singh Kachhwaha. He has applied in Nagar Nigam Jodhpur for further action. This area falls under Nagar Nigam Jodhpur.

प्राधिकरण की कार्यकारी समिति की बैठक दिनांक 26 अगस्त, 2015 में निम्नलिखित प्रस्तावों पर विचार विमर्श कर निम्नलिखित प्रस्तावों पर की गई कार्यवाही का अनुमोदन करने का निर्णय लिया गया है।

क्र. सं.	उद्देश्य जिसके लिए भूमि प्रस्तावित की गयी	भूमि का विवरण					
		ग्राम का नाम	खसरा संख्या	कुल रकबा	प्रस्तावित रकबा	किस्म भूमि	भू उपयोग
1.	अपोलो हास्पिटल एन्टरप्राइजेज प्रा.लि., चैन्नई के सुपरस्पेसलिटी हास्पिटल स्थापित करने बाबत।	1. मोगडा खुर्द	295	92.52 एकड़	5 एकड़ एवं 3 एकड़	गैर मुमकिन गौचर	परिधि नियन्त्रण पट्टी
		2. बनाड़	325	14.36 एकड़	5 एकड़	बारानी ए	परिधि नियन्त्रण पट्टी
2.	फान्टियर लाईफ लाईन बायो केयर हास्पिटल (इन्टीग्रेट हेल्थ केयर मिनी टाउनशिप) स्थापित करने हेतु	1. डागियावास	574	52 एकड़	50 एकड़	गैर मुमकिन गौचर	ग्रामीण
		2. पुनिया की प्याऊ	235	70.01 एकड़	25 एकड़ पूर्वी हिस्सा	गैर मुमकिन गौचर	ग्रामीण
3.	पार्टनरशिप सम्मेलन 2015 हेतु पर्यटन क्षेत्र में निवेश हेतु भूमि के प्रस्ताव 1. बजट होटल (1,2,3 सितारी हेतु)	1. पुनिया की प्याऊ	235	70.01 एकड़	1200 वर्गमीटर	गैर मुमकिन गौचर	ग्रामीण

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	पार्टनरशिप सम्मेलन 2015 हेतु पर्यटन क्षेत्र में निवेश हेतु भूमि के प्रस्ताव 2. चार सितारा होटल	1. पुनिया की प्याऊ	235	70.01 एकड़	6000 वर्गमीटर	गैर मुमकिन गौचर	ग्रामीण
	पार्टनरशिप सम्मेलन 2015 हेतु पर्यटन क्षेत्र में निवेश हेतु भूमि के प्रस्ताव 3. पांच सितारा होटल	1. पुनिया की प्याऊ	235	70.01 एकड़	40,000 वर्गमीटर	गैर मुमकिन गौचर	ग्रामीण
4.	Walmart dks case and carry Stores in all major cities in Rajasthan	1. मोगडा खुर्द	295	92.52 एकड़	कम्पनी द्वारा प्रस्तावित रकबे का अंकन नहीं किया है।	गैर मुमकिन गौचर	परिधि नियन्त्रण पट्टी
5.	Staywell Hospitality Group को होटल के लिए भूमि बाबत।	1. केरु	1256	113.82 एकड़	5 एकड़	गैर मुमकिन भाकर	परिधि नियन्त्रण पट्टी
6.	राजस्थान विकास संस्थान के लिए मेडिकल कॉलेज एवं सुपरस्पेशलिटी हास्पिटल हेतु	1. झालामण्ड	413	29.78 एकड़	14 एकड़	गैर मुमकिन गौचर	परिधि नियन्त्रण पट्टी
		2. कुडी भगतासनी	326	8.66 एकड़	8.66 एकड़	गैर मुमकिन गौचर	नदी के सहारे सहारे 100 फुट - 100 फुट तक वृक्षा रोपण पट्टी, उसके बाद आवासीय
7	मनीपाल ग्रुप द्वारा 200- 300 बेड के अस्पताल	बडली	88	320 एकड़	4 एकड़	गैर मुमकिन छीतर	

निर्माण व 200 - 300 करोड रुपये इन्वेन्मेंट के संबंध में							
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उपरोक्तानुसार की गई कार्यवाही की पुष्टि हेतु प्रकरण प्राधिकरण के समक्ष प्रस्तुत हुआ।

बैठक में बाद विचार विमर्श सर्व सम्मति से उपरोक्त वर्णित अनुसार की गई कार्यवाही की पुष्टि करने का निर्णय लिया गया।


तत्पश्चात् बैठक सधन्यवाद समाप्त हुई।

  
(दुर्गेश कुमार बिस्सा)  
सचिव

क्रमांक/बैठक/2016/1801/1-VII/235-250 दिनांक :: 10 फरवरी, 2016

प्रतिलिपि वास्ते सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

01. अतिरिक्त शासन सचिव महोदय, नगरीय विकास विभाग, राजस्थान, जयपुर
02. महापौर, नगर निगम, जोधपुर
03. जिला प्रमुख, जिला परिषद, जोधपुर
04. जिला कलेक्टर महोदय, जोधपुर
05. संयुक्त शासन सचिव-तृतीय, नगरीय विकास, आवासन एवं स्वायत्त शासन विभाग, राजस्थान, जयपुर
06. अतिरिक्त मुख्य अभियन्ता, लोक निर्माण विभाग, जोधपुर
07. मुख्य अभियन्ता, जन स्वास्थ्य अभियांत्रिक विभाग, जोधपुर
08. प्रबन्ध निदेशक, जोधपुर विद्युत वितरण निगम लिमिटेड, जोधपुर
09. उप आवासन आयुक्त-प्रथम/द्वितीय, राजस्थान आवासन मण्डल, जोधपुर
10. वरिष्ठ नगर नियोजक/उप नगर नियोजक, जोधपुर जोन, जोधपुर
11. निजी सचिव (अध्यक्ष महोदय/आयुक्त महोदय), जोधपुर विकास प्राधिकरण, जोधपुर
12. निदेशक- अभियांत्रिकी/नियोजन/वित्त/विधि, जोधपुर विकास प्राधिकरण, जोधपुर
13. उपायुक्त-पूर्व/पश्चिम/उत्तर/दक्षिण, जोधपुर विकास प्राधिकरण, जोधपुर
14. अधीक्षण अभियन्ता-प्रथम/द्वितीय/तृतीय, जोधपुर विकास प्राधिकरण, जोधपुर
15. एनालिस्ट-कम-प्रोग्रामर (उप निदेशक) जोधपुर विकास प्राधिकरण, जोधपुर को आवश्यक कार्यवाही एवं वेबसाइट पर प्रदर्शन हेतु।
16. सहायक जनसम्पर्क अधिकारी, जोधपुर विकास प्राधिकरण, जोधपुर
17. ....

  
(दुर्गेश कुमार बिस्सा)  
सचिव

श्री रतन लाहोटी, संभागीय आयुक्त एवं अध्यक्ष, जोधपुर विकास प्राधिकरण, जोधपुर की अध्यक्षता में दिनांक 2 फरवरी, 2016 को प्रातः 10.30 बजे आयोजित प्राधिकरण की बैठक में उपस्थित जन प्रतिनिधिगण, सदस्य/अधिकारियों का विवरण

जनप्रतिनिधिगण:-

1. माननीय श्री गजेन्द्रसिंह शेखावत, सांसद, जोधपुर संसदीय क्षेत्र, जोधपुर प्लाट संख्या 34 ए, अजीत कॉलोनी, जोधपुर
2. माननीय श्री पी०पी० चौधरी, सांसद, पाली संसदीय क्षेत्र, जोधपुर प्लाट संख्या 6, सेंट्रल स्कूल स्कीम, एयरफोर्स, जोधपुर
3. माननीय श्री रामनारायण डुडी, सांसद (राज्य सभा) 14/11 चौपासनी हाऊसिंग बोर्ड, जोधपुर
4. माननीय श्रीमती सूर्यकान्ता व्यास, विधायक, सूरसागर, जोधपुर युग निवास, जालोरीगेट के अन्दर, जोधपुर
5. माननीय श्री भैराराम चौधरी, विधायक, औसिया 12क सियोलों की ढाणीया माडियाई खुर्द, औसिया जिला जोधपुर
6. माननीय श्री जोगाराम पटेल, विधायक, लूणी 567/8 सी रोड सरदारपुरा, जोधपुर
7. माननीय श्रीमती कमसा मेघवाल, विधायक भोपालगढ, क्वाटर नम्बर 4, सरकारी अस्पताल के पीछे, भोपालगढ जिला जोधपुर
8. माननीय श्री बाबूसिंह राठौड, विधायक, शेरगढ, के-71, प्रेम निवास, देवी रोड के पीछे, कमला नेहरू नगर जोधपुर
9. श्री देवेन्द्र सालेचा, उपमहापौर, नगर निगम, जोधपुर

सदस्य/अधिकारीगण

10. श्री (डॉ०) प्रीतम बी० यशवन्त, जिला कलक्टर, जोधपुर.
11. श्री डॉ. सी.वी.आर. मूर्ति, निदेशक, भारतीय प्रौद्योगिक संस्थान (आई.आई.टी.), जोधपुर
12. श्री जोगाराम, आयुक्त, जोधपुर विकास प्राधिकरण, जोधपुर
13. श्री दिनेश पेडिवाल, अधीक्षण अभियन्ता, नगर वृत्त, जन स्वास्थ्य अभियांत्रिकी विभाग, जोधपुर
14. श्री ज्ञानेश्वर प्रसाद, अधीक्षण अभियन्ता (सी०सी०) जोधपुर विद्युत वितरण निगम लिमिटेड, जोधपुर
15. श्री अशोक कुमार भाटी, उप आवासन आयुक्त-प्रथम, राजस्थान आवासन मण्डल, जोधपुर
16. श्री नरेन्द्र बोहरा, उप आवासन आयुक्त-द्वितीय, राजस्थान आवासन मण्डल, जोधपुर
17. श्री देवेन्द्र गहलोत, एनालिस्ट-कम-प्रोग्रामर (उप निदेशक), जोधपुर विकास प्राधिकरण, जोधपुर
18. श्री ए०के० बेरा, वैज्ञानिक, स्टेट रिमोट सेंसिंग एण्ड एप्लीकेशन सेन्टर, जोधपुर
19. श्री डॉ० राकेश पालीवाल, वैज्ञानिक, स्टेट रिमोट सेंसिंग एण्ड एप्लीकेशन सेन्टर, जोधपुर
20. श्री दुर्गेश कुमार बिस्सा, सचिव, जोधपुर विकास प्राधिकरण, जोधपुर

# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

## Delegation of Powers to the Officers of Jodhpur Development Authority, Jodhpur

### Proposed SOP

#### Part - I (Works)

Note:-

1. Estimates should be framed at prevailing BSR.
2. Cases requiring sanction/ approval of JDC/ E.C shall be routed by the Director (Engineering) through Director (Finance)
3. Rate analysis of works shall be prepared by concerned Ex En. and counter signed by Director Eng. Before opening of price bid of the tender.
4. All powers, which are not specified in the schedule below, involving financial implication up to Rs. 500.00 Lacs, shall vest with JDC.
5. For delegation of powers which are not covered in this schedule of powers shall be *mutatis mutandis* applied as per PWF & AR and RTTFR 2013
6. Tender amount means the amount offered by the tenderer/contractor intended to be sanctioned.
7. Estimated amount means sanctioned estimated amount of item of BOQ schedule of work concerned.
8. Tender premium means percentage rate above/below quoted by the tenderer over BOQ Schedule amount.
9. Approved drawing & designs etc have been ready before NIT and land has been acquired before sanction of tenders, Other actions required at JDA level have been completed before sanction.
10. Notwithstanding anything contained in this document, Rajasthan Transparency in Public Procurement Act, 2012/ Rules 2013 shall prevail and followed strictly.

S.NO	Nature of Power	To whom delegated	Power	Remark
1	2	3	4	5
<b>ADMINISTRATIVE AND FINANCIAL SANCTIONS</b>				
1	Administrative & Financial approval to execute a Project/Scheme (Non Scheme in whole or part.	E.C.	Above Rs. 5.00 Crore	
2	Revised Administrative & Financial approval to execute a Project/Scheme/Non Scheme in whole or part.	JDC	Up to Rs. 5.00 Crore	
		E.C.	Above Rs. 5.00 Crore Up to 50% of original value of the Contract	Note- Extra/Excess Item must be sanctioned by competent authority before the proposal



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
3	Splitting of A & F Sanctions.	DE	Full power with permission of JDC	With concurrence of DF
4	To permit undertaking contribution/ deposit works and to accept contribution/ deposit in respect of them.	JDC	Full Power	Note 1. This will be subject to the condition that the full amount of deposit is received in advance. Expenditure will be restricted to amount received. Revised cost if any will borne depositor and work will be carried out after deposit of amount. Note 2. In case of Zila Parishad work viz MPLAD, MLALAD Scheme Full Power with EE. Subject to amount deposited by the funding and expenditure shall be restricted to amount received including revised cost.
<b>TECHNICAL SANCTIONS</b>				
5	To accord technical sanction to detailed revised or supplementary estimated based on Adm. & Fin. Sanction already available.	Dir. Eng. SE Ex. En.	Full Power Up to Rs. 150.00 Lacs Up to Rs. 50.00 Lacs	
<b>EXECUTION OF WORKS</b>				
6	To sanction execution of work departmentally.	JDC Director(Eng.) SE Ex. En.	Full power Up to Rs. 50.00 Lacs Up to Rs. 20.00 Lacs Up to Rs. 5.00 Lacs	In consultation with Dir.(Finance) & other conditions (as per SOP item No. 26 of PWD)
7	To accept at his discretion tenders for	Director (Eng)	Up to Rs. 5.00 Lacs	



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
	materials collection without deposit earnest money.	SE Ex. En.	Up to Rs. 2.00 Lacs Up to Rs. 1.00 Lacs	
8	To permit deposit with other Govt. Depts. Such as PHED, RSEB, Municipalities or any other Depts/ Board subject to administrative, financial approval of project being available.	Director (Engineering) SE Ex. En.	Full Power Up to Rs. 20.00 Lacs Up to Rs. 10.00 Lacs	With consent of Dir Fin. With consent of Dir Fin. With consent of Dir Fin.
9	To issue notice for inviting tenders and advertise through PRO cell/Xen HQ.	DE Ex. En.	Full Power Full Power if no splitting is involved	Note: (1) Short term NIT approved /permitted by the SE. Note: (2) Corrigendum s should be issued after approval of SE.
10	To accept/ reject tenders for the execution of sanctioned work or part of sanctioned work and for rate contracts (area) wise for repairs, maintenance and petty work, supply of material for these works, including opening of tenders and technical Evaluation of tender.	EC JDC DE SE EE	Full Power Up to Rs. 1000.00 Lacs Up to Rs. 500.00 Lacs Up to Rs. 150.00 Lacs Rs. 50.00 Lacs	On recommendation of Committee comprising of JDC, DE, DF & Secretary. On recommendation of committee comprising of DE, DF & SE. On recommendation of committee comprising of SE, C.A.O. & XEN On recommendation of committee comprising of XEN, A.O./A.A.O. & A EN

Note:

1. These powers shall be strictly exercised according to various provisions of RTTP Act, 2012/Rules 2013 as per chapter V.

2. Bid sanctioning process will involve Annexure A to D viz.

A. Check list for administrative and financial sanction.

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
		<p>B. Check list for issuing work order.  C. Check list for presenting bill for payment.  D. Check list for physical verification of work.  Standard format for the Annexure (Enclosed) are part and parcel of SOP.</p> <p>3. The above powers are subject to the condition that</p> <p>(1) The amount shown above is tendered amount quoted by the contractor which is intended to be sanctioned.</p> <p>(2) These powers shall be exercised only if tender is sanctioned by the authorities within original validity period as prescribed in NIT. In case it is not sanctioned in period allowed to authority for sanction of tender, next higher authority shall be competent to sanction within time prescribed for him.</p> <p>(3) These powers are subject to the condition that the contractor's tendered amount do not exceed the amount of Schedule 'G' as per sanctioned estimates amount by more than 20% and also that the overall monetary limits of financial powers mentioned above against each authority are not exceeded.</p> <p>(4) Thus, both the conditions should be satisfied (i) that contractor's tender amount must be within limits prescribed.</p> <p>(5) Above and (ii) Tender premium/percentage of contractor's tendered amount over sanctioned estimated amount of Schedule 'G' is within 20%. In case there is any condition having financial.</p> <p>(6) If the tendered amount of the contractor exceeds the estimated amount of the work by more than 20% the powers will be exercised by the next higher authority. Where Schedule 'G' is based on a previous years BSR and tenders received when evaluated to the current BSR applicable on the date of opening of tender do not show any increase over the such evaluated estimated amount and tendered amount is within financial limits to sanction tender as indicated against each, the tenders needs not be referred to the next higher authority provided the revised estimates has been prepared and submitted to competent authority to sanction any copy of the revised estimate has been enclosed with the tender. Mere revision of BSR does not qualify to use this provision.</p> <p>(7) In case the lowest tenderer withdraws his offer after opening of the financial bids, negotiations will be conducted by competent authority with all the qualified tenderers to get the work done on lowest rates or below after forfeiture/recovery of earnest</p>		

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
				<p>money of lowest tenderer as per rules. In case nobody is ready, then procedure under note 7 and 8 may be adopted.</p> <p>(8) In case lowest tenderer fails to start the work awarded to him or leaves the work incomplete, the competent authority who originally sanctioned the tender may negotiate with other qualified tenderers to get the work done on original sanctioned rates and conditions or below after taking action as per rules. If none of the tenderers is ready to execute the work on sanctioned rates after negotiations as above, the competent authority may award the work on same sanctioned rate to any eligible and experienced registered non-tenderer contractor after recording reasons.</p> <p>(9) In case after adopting procedure as per note 7, no tenderer is ready to execute the work on lowest sanctioning authority may award the work at the rates up to 2% above lowest sanctioned are whichever is lower after following the procedure laid down in note 7.</p> <p>(10) In case of tender other than of the lowest, next higher authority will be competent to sanction. The sanctioning authority will record detailed reasons of passing over the lowest tenderer.</p> <p>(11) If only single qualified tender is received in response to an NIT, the next higher authority will be competent to sanction, reject or re-invoke.</p> <p>(12) Second set of tenders for the same work shall be invited only after rejection of first of tenders. In case second financial set of tenders is received and opened, first set of tenders shall stand rejected automatically.</p> <p>(13) The tender once rejected shall not be re-opened and if it will tantamount to allotment of work without tender. Therefore, permission of Authority Committee will be required.</p> <p>(14) Rates of non-BSR items shall however be approved by SE before inviting tenders.</p> <p>(15) These powers are subject to the condition that the contractor's tendered amount does not exceed the Administrative and Financial Sanction by more than 10% of the work. If the tendered amount of the contractor exceeds, the estimated amount of the work by more than 10% revised estimates should be prepared and submitted to competent authority to obtain revised A&amp;F before accepting tenders.</p> <p>(16) In case of rejection of tenders on second time and subsequent invitation, the powers shall be exercised by next higher authority.</p> <p>(17) All tenderers shall be informed regarding rejection of tenders and earnest money shall be refunded immediately.</p>

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
		(18) Second set of tenders. For the same work shall be invited only after rejection of first set of Tenders. In case second financial set of tenders is received and opened, first set of tenders shall stand rejected automatically. The tenders once rejected shall not be reopened and it will tantamount to allotment of work without tenders.		
11	To undertake negotiations	JDC DE SE EE	Full power Up to Rs. 500.00 Lacs Up to Rs. 150.00 Lacs Up to Rs. 50.00 Lacs	Note:- 1. The process shall be strictly undertaken according to rule 69 of RTPPR 2013. 2. The negotiations shall be conducted with the lowest tenderer only. (1) Negotiations shall be under taken in exceptional circumstances. Negotiations will not make original offer made by the tenderer inoperative the competent authority will have option to consider original offer in case the tenderer decides to increase rates originally tendered or imposes new terms and conditions this may be made clear in writing while informing for negotiation. (2) Negotiation before advertisement for tender may be resorted to in case of small works. (3) Negotiation after tenders should be discouraged. It may

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
				<p>however be undertaken only with the lowest tenderer in following circumstances.</p> <p>(a) When ring rates/pooled rates have been quoted by the tenderers.</p> <p>(b) When the rates vary considerably and considered much higher than the prevailing market rate at the time of opening of tenders.</p> <p>(4) <b>Procedure of negotiations:-</b></p> <p>(a) Before recommending/conducting negotiations, full justification should be recorded in writing giving comparative trend of rates of such tenders. Contractors should be briefed of reasons of negotiations to make it success.</p> <p>(b) Result of negotiation shall be recorded in the proceedings.</p> <p>(c) Negotiations will be conducted with the lowest tenderer only.</p> <p>(d) The lowest tenderer(s) shall be informed in writing either through messenger if they are local and by registered letters in case they belong to outstation. A minimum time of seven days in case of tenders</p>

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
				being of outstations, and three days in case of urgency the competent authority may reduce the time provided the lowest tenderer has received the intimation regarding holding of negotiations Reasons in such cases will be recorded. Note: In case of non satisfactory achievement of rates from lowest tenderer, the competent authority may choose to make a written counter-offer to the lowest tenderer and if this is not accepted by him, the competent authority may decide to reject and re-invoke tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, if all tenderers do not accept, the counter offer may be given to any eligible registered contractor of JDA/Govt. Organization and work order be awarded to the contractor who accepts the counter offer.

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
				(e) In case (on unacceptable rates) the rates even after negotiations are very high, fresh tenders should be invited. The conditions mentioned against item no. 9 shall also be applicable on this item.
12	Tenders are to be finalized within mentioned period, after this period next higher authority.	EC JDC DE SE EE	Full power 70 days 50 days 30 days 20 days	Time frame prescribed in rule 40 of RTPPR 2013 shall be strictly adhered to.
13	To withdraw work from the contractor under the clause-32 of agreement, for recorded reason provided such withdrawal does not result into an unauthorised aid to contractor.	JDC Director(Engg.) SE EE	Full power Up to Rs. 500.00 Lacs Up to Rs. 150.00 Lacs Up to Rs. 50.00 Lacs	Note:- I. Full power in respect of contracts accepted by them. With concurrence of corresponding procurement committee.
14	To rescind contract for recorded reasons, where such cancellation does not result in loss to JDA.	JDC/EC Dir. Eng. SE EE	Full power Up to Rs. 500.00 Lacs Up to Rs. 150.00 Lacs Up to Rs. 50.00 Lacs	For contracts accepted by next lower authority with concurrence of corresponding procurement committee.
15	To rescind contracts for recorded reasons, where such cancellation does not result in loss to JDA, after forfeiting 2% Earnest money in case of contractor not depositing additional performance guarantee or deposits additional performance guarantee but does not start the work by the stipulated date of commencement & debarring by agency for future tendering for six months	JDC	Full power	





# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
16	irrespective of their class of registration. To issue work order/permission to issue work order for original or repairs work up to the sanctioned estimated rates based on BSR when no tender are received. (Work order system)	Director (Engg.)	Up to Rs. 1.00 Lac on each occasion	Note:- (1). Subject to overall limit of Rs. 5,00 lacs during a financial year (2). As per RTPP Rule 2013 (Rule 27)
17	To issue work order for original or repairs work up to the sanctioned estimated rates based on BSR without inviting tenders. (Piece work system)	Director (Engg.)	Up to Rs. 1.00 Lac on each occasion	Note:- (1). Subject to overall limit of Rs. 5,00 lacs during a financial year (2). As per RTPP Rules 2013 (Rule 27)
18	To issue work order to Participating contractor(s)/enlisted contractor of required category for original or repair work up to the Sanctioned rates in case(s) where the original contractors fail to either deposit P.C. money in schedule period or does not commence the work within stipulated period or/and does not give stipulated progress and decision has been taken by the competent authority under clause 2&3 of the condition of the contract.	EC JDC Dir (Engg.) SE	Full power Up to Rs. 500.00 Lacs Up to Rs. 150.00 Lacs Up to Rs. 50.00 Lacs	
19	To sanction execution of works in previously approved rates of similar nature works, in case of emergency, without inviting tenders.	EC JDC	Full power Up to Rs. 100.00 Lacs	
20	To Approve basic schedule of rates	Dir. Engg.	Full power in JDA	Approval of EC shall be obtained BSR of PWD, PHED and WRD will be considered as reference

*(Signature)*



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
21	To enlist contractor for various type of works as per Enlistment Rules of the Authority.	JDC - AA class Dir(Engg.) - A, B class SE - C, D class	The performance of the contractor shall be reviewed at the end of each financial year. On receipt of confidential report from the officers under whom he has worked in the last financial year for quality of works, ability to complete the work in the stipulated time, financial capacity and behavior towards officers and staff of the authority as well as other relevant yard stick fixed by the Authority.	before making JDA BSR. Enlistment will be done as per PWF&AR until enlistment rules of Authority are made.  Concerning file should be routed through Director Finance for AA Class Contractors, CAO for A, B Class Contractors and AO/AAO for C, D Class Contractors.
22	To sanction execution and Payment of additional Quantities of items in schedule 'G' bill of Quantity (BOQ) of a particular work. (excess items)	EC JDC  Dir. Engg.  SE  Ex. En.	Full Power Up to 50% of G Schedule Amount or 60 lacs which ever is less Up to 25% of G Schedule Amount or Rs. 25 lacs which ever is less Up to 15% of G Schedule Amount or Rs. 15 lacs which ever is less Up to 10% of G Schedule Amount or Rs. 7.50 lacs which ever is less	In no case expenditure will exceed the A&F. sanction.  Opinion of Accounts person of corresponding Procurement committee must be taken



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
23	To sanction execution and payment for additional items (extra) existing in approved schedule of rates not provided in a sanctioned estimate/order. (Extra items available in BSR rates but not included in sanctioned estimate/order) (BSR extra items)		These powers shall be exercised subject to following conditions :-  1. Total amount of work including additional quantities and extra item should not exceed the administrative and financial sanction of work.  2. The additional quantities should be part and parcel of the work under execution	Note- 1 Total amount of the work including additional quantities and extra items should not exceed the administrative and financial sanction for the work. 2. That total amount i.e. tendered amount plus cost of additional quantities and extra items do not exceed the monetary limit to sanction tender mentioned at item no 9. 3. Opinion of accounts person of corresponding procurement committee must be taken. 4. Revised estimate has been got approved from competent authority.
		EC	Up to 50% of G Schedule Amount	
		JDC	Up to 30% of Tendered Amount or Rs. 60.00 Lacs which ever is less.	
		Dir. Engg.	Up to 20% of Tendered Amount or Rs. 30.00 Lacs which ever is less.	
		SE	Up to 20% of Tendered Amount or Rs. 15.00 Lacs which ever is less.	
		Ex. En.	Up to 10% of Tendered Amount or Rs. 3.00 Lacs which ever is less.	

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
24	To sanction payment without schedule of rates of additional items (extra) not provided in a sanctioned estimate/order. (Extra items not available is BSR rates and not included in sanctioned estimate/order) (Non- BSR extra items)	EC   JDC  Dir. Engg.  SE	Full power up to limit of administrative and financial sanction.  Up to Rs. 10.00 Lacs on such separate item but not exceeding 10% of G schedule whichever is less.  Up to Rs. 5.00 Lacs on such separate item but not exceeding 10% of G schedule whichever is less.  Up to Rs. 2.00 Lacs on such separate item but not exceeding 10% of G schedule whichever is less.	5. The rates of non-BSR items shall be got approved from the SE before sanction of extra item.  1. Subject to each separate item does not exceed Rs. 50,000/- 2. Opinion of accounts person of corresponding procurement committee must be taken.
25	To divert provision for contingencies to	Ex. En.  Dir. Engg.	Up to Rs. 1.00 Lacs but not exceeding 10% of G schedule whichever is less.  Full power	Note 1 Subject to each separate item does not exceed Rs. 25,000 2 Opinion of accounts person of corresponding procurement committee must be taken. 3 Within the amount of A&F.  Note 1 Subject to each separate item does not exceed Rs. 15,000 2 Opinion of accounts person of corresponding procurement committee must be taken. 3 Within the amount of A&F.



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
	meet cost of any new work or repair not provided such diversion does not materially alter the design provided in the original estimates sanctioned by a higher authority and is in respect of the work fairly contingent upon the work itself.	SE Ex. En.	Up to Rs. 5.00 Lacs Up to Rs. 50000/-	
26	To grant as extension of the time for recorder reasons on the recommendation of respective committee mansion in item no. 9 for the execution of the work or supply of materials or other performance of the contract.	JDC DE SE EE	Full power Up to Rs. 500.00 Lacs Up to Rs. 150 Lacs Up to Rs. 50.00 Lacs	1. In case extension of time involves payment of prices escalation approval of JDC shall be obtained. 2. Where orders passed are proposed to be review, approval of next higher authority will be obtained. 3. In this regard cases must be examined by corresponding procurement committee. 4. Every Time extension shall be duly recorded in prescribed format as enclosed. ⚡
27	To grant provisional time extension to the agreements, to keep the agreement alive.	EE	Full power	Application must be submitted by contractor.
28	To sanction repayment of security deposits of contractor on satisfactory completion of original and repair works after the lapse of the period, as specified in the contract.	EE	Full power	After issue of completion certificate by concerned Ex.En. and certificate that defects pointed out by any higher/other have been removed by contractor and communicated to authority

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
29	To execute the instruments relating to acceptance of tenders on behalf the Chairman, JDA.	Ex. En.	Full power	concerned.
30	To accept bonds of auctioneers & security bonds for the due performance and completion of work.	Ex. En.	Full power	
31	Agreement relating to the loan of tools and plant to the contractor and others.	Dir. (Engg)/SE/Ex. En.	Full power in respect of tender accepted by next lower Authority	
32	To remit or reduce or revise for recorded reasons the amount of compensation provided in the agreement.	EC	Full power	
		JDC/Dir. Engg./SE	Full power in respect of contracts accepted by next lower authority.	
33	To sanction subject to A&F sanction the purchase of stores including tools & plant and spare part of machinery from firms after calling for competitive tender including the sanction of necessary estimates.	JDC	Full power	
		Dir. Engg.	Up to Rs. 20.00 Lacs	
		SE	Up to Rs. 10.00 Lacs	
		Ex. En.	Up to Rs. 50000/-	
34	To sanction advance for purchase of store (i) In case of R/C	Dir. Engg.	Up to 98% of the cost of goods	Subject to approval of JDC.
			Up to 90% of the cost of goods worth Rs. Three Lacs.	
			Note	
			(a) Advance for purchase of stores may be given in exceptional circumstances taking necessary precaution for securing the JDA against loss for preventing the system from becoming general continuing and longer than is absolutely necessary.	
			(b) Such advance should be made on submission of Railway or Road Transport Receipts. The balance should be paid on receipts of the goods subject to the usual verification.	

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
			(c) The advances payment should preferably be made on receipt of a certificate of personal inspection of goods by the consignee who may employ an officer not below the rank of an Assistant Engineer.	
			(d) It should also be made clear to the suppliers that they are in no way absolved from the responsibility in respect of quality and quantity of stores dispatched by them and recoveries are liable to be made if the stores received are found in way to be defective or short in quantity.	
			(e) Inspection before dispatch of good/article shall be ensured where the advance payment amount 75% of the order placed and exceed Rs. 50000/-	
35	To sanction purchase of spare parts of a particular machine from the authorized local dealer at manufacturer rates not exceeding the D.G.S.&D rate without calling tender.	JDC	Full power	
		Dir. Engg.	Up to Rs. 2.00 Lacs	
		SE	Up to Rs. 1.00 Lacs	
		Ex. En.	Up to RS. 0.50 Lacs	
36	To sanction purchase of spare part of a particular make for machine from the manufacturer or original equipments supplier or from the sole distributors.	Dir. Engg.	Up to Rs. 2.00 Lacs (beyond this limit tender should be invited)	
37	To Purchase of spare parts after inviting limited tenders of a particular machine from the firms approved by the JDC in case where the material is not supplied with in the delivery period by the rate contractor.	Dir. Engg.	Up to Rs. 1.00 Lacs in each case	
		Ex. En.	Up to Rs. 0.25 Lacs in each case with annual limit of Rs. 1.00 Lacs	
38	To sanction purchase of spare parts in emergent cases, without inviting tenders.	Ex. En.	Up to Rs. 0.50 Lacs. (maximum annual limit-Rs. 2.00 Lacs)	Prior permission from JDC will be mandatory.
39	To pass indents on other department including DGS&D for articles required for sanctioned works.	Ex. En.	Full power after sanction of the JDC.	

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
40	To sanction the limits of Reserve stocks of divisions	JDC	Full power	
41	To sanction estimates for repair and carriage of tools and plants subject to specific A&F.	Dir (Engg.) SE Ex. En.	Full power Up to Rs. 1.00 Lacs Up to Rs. 0.50 Lacs	
42	To accept tenders for the sale of tools and plants declared surplus by the competent authority in accordance with rules.	JDC Dir.(Engg.) SE Ex. En.	Full power Up to Rs. 10.00 Lacs Up to Rs. 1.00 Lacs Up to Rs. 0.50 Lacs	
43	To issue stock or other materials to works at stock or market rates whichever is greater when their issue is not provided for in the contract.	Ex. En.	Full power subject to the condition that a report should be made to Director (Engg.) and Director (Fin.) stating the amount of the issue and the circumstances require it.	
44	To declare any stores (including tools & plants stocks and materials received from work dismantled) as surplus or unserviceable and sanction their sale by public auction or destruction.	Dir(Engg.) Ex. En.	Full power Up to Rs. 0.50 Lacs. Note: A report should be made to the Director (Finance). Detailed survey report shall be prepared and verified by committee.	Note: - 1. These monetary limits refer to original purchase price which may be estimated if original price is not known. 2. Relevant provisions of GF&AR shall be <i>mutatis mutandis</i> adhered to.
45	To sanction rate for hiring of departmental tool & plans	Dir.(Engg.)	Full power subject to rules	
46	To sanction rate for hiring of departmental tool & plants and other materials obtained for external sources.	Ex. En.	Full power for each type of machine Rs. 10000/- only in emergent case after recording reasons.	

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
47	To approve and counter sign indents for instruments mathematical instruments, office calculator etc.	Dir.(Engg.) Ex. En.	Full power Full power if within the scale sanctioned for the division.	
48	To sanction after due investigation the write value of all type of stores, and plant lost destroyed or damaged by accident, negligence, and fraud or otherwise.	JDC Dir.(Engg.) SE	Full power Up to Rs. 3.00 Lacs in each case Up to Rs.1.00 lacs in each case	
49	To sanction the write off tool and plants which have become unserviceable after fair wear and tear.	Ex.En. Dir.(Engg.)	Up to Rs.5,000/- each case Full power subject to compliance of rules (GF&A R, PWF&AR)	
50	To sanction after due investigation the write off of measurement books muster role which have been lost.	Dir.(Engg.)	Full Power	Note: In each case while ordering write off the Director (Engg.) should pass a separate order after due Investigation & compliance of rules giving full details. Copy of the order should be endorsed to Director (Finance) and JDC
51	To sanction estimates for losses on stock due to depreciation owing to a fall in prices or any cause or adjustment of losses on manufacturers accounts.	JDC Dir.(Engg.) SE	Full Power Up to Rs.0.50 lacs Up to Rs .20 lacs	
52	To write off discrepancies in accounts	Ex. En.	Up to Rs.50/-	
53	To Write off Infractionous expenditure on construction.	Dir.(Egg)	1% of the contract value subject to a ceiling of Rs.50,000/- in consultation with Director(Fin.)	
54	To sanction compensation for the lands and crops standing on the land taken over by the	Dir. JDC Dir. Eng.	Full Power Rs. 5.00 lacs	



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
	authority for public works by negotiations provided amount is certified by land acquisition are reasonable and not excessive.	Ex. En.	Up to Rs. 0.50 lacs. For each individual claimant.	
55	To sanction compensation, under the workmen's compensation Act of under any other law for the time being of in force on as prescribed under the rules.	Dir.(Engg.) S. E. Ex. En.	Full Power Up to Rs. 1.00 Lacs., Up to Rs. 50000/-	Note: - If the award is pending for sanction before Competent authority. Director Engineering and SE may sanction an advance payment up to 75% of the compensation payable.
56	To issue work order of rate contract and provide extension in original supply period.	JDC DE SE (Max 2 Times) EE (Max 2 Times)	Above Rs. 20.00 lacs Up to Rs. 20.00 lacs Up to Rs. 10.00 lacs Up to Rs. 5.00 lacs	(a) Delegation of power shall be valid for currency of original period of contract or during extension of three months granted by competent authority. (b) In case of frequency of work order exceeds more than twice, work order shall be issued by next higher authority. (c) Original period of rate contract may be further extended for three months by corresponding procurement committee.
57	To approve Public private participation projects such as B. O. T./Swiss challenge method.	EC	Full Power	In accordance with RTPPR 2013.
58	To accord administrative and technical approval and to approve tenders conducting	JDC DE	Full Power Up to Rs. 25.00 lacs	Note: 1 certificate is recorded by DE of JDA that the departmental

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
	of detailed survey and investigation, preparation of designs and drawing, project formulations and preparation and other studies, appointing consultant, Architectural consultancy etc. other than by departmental agency e.g. private consultancy services (Subject to specific approval of the authority and specific budget provision for carrying out studies through enlisted consultant in panel of UDH).			organization existing for the work is either fully occupied or is not well equipped for the job. Note 2: No open Tenders are to be invited, appointment of consultant shall be as per procedure laid down in UDH Department.
59	To sanction payment of price escalation under clauses of agreement.	Original sanctioning authority of tender.	Full Power	Note 1: For work done beyond stipulated original period of completion of the work or a portion of work or a portion of (Reach), the payment of escalation will be made after sanction of final extension in completion period by the competent authority. Note 2: The escalation will be granted as per conditions laid down in the agreement in relevant clauses. Note 3: No escalation will be granted on the basis of provisional price indices or provisional time extension. Note 4: Engineer in charge shall ensure compliance of clause 17th before processing price escalation case "A Certificate" of Executive Engineer regarding books of

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

S.NO	Nature of Power	To whom delegated	Power	Remark
60	To advertise for tenders as per rules and sanction expenditure on such advertisement as per approved rates.	PRO/XEN HQ	Full Power	accounts is enough that he has checked accounts. Note:- 1. The NIT for several works & zone should be clubbed in order to affect economy. 2. Power shall be exercised subject to rule 43(7) of RTI/PPR 2013.
61	To sanction expenditure on account of ceremonies connected with laying foundation stones or inauguration of public works after administrative approval for organizing such ceremony.	JDC DE SE	Full power for works costing of project above Rs. 10.00Crores. Up to Rs. 2.00 lacs for works costing of project below Rs. 10.00Crores. Up to Rs. 1.00 lacs for works costing of project below Rs. 10.00Crores.	
62A	Physical verification of works and inspection for Quality control measures	DE DE SE	More than Rs. 500.00 lacs Above 150.00 lacs & up to Rs. 500.00 lacs Up to Rs. 150.00 lacs	As committee head and assisted by DE & SE of other zone and X.En (Quality Control) & XEN Concern. As committee head and assisted by concerning DE and SE, XEN. As committee head and assisted by concerning SE & XEN, AEN. Note:- 1. Performa for physical verification and inspection for Quality Control measures are attached as annexure D 2. It is mandatory for each work

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR,

S.NO	Nature of Power	To whom delegated	Power	Remark
62B	Third party inspection regarding Quality Control	DE	Full Power	order and in each case engineer in charge will ensure compliance of this item. 1. This clause shall be applicable to all type of works involving outlay of Rs. 50.00 lac or more. 2. Selection of third party & payment thereof will depend on the nature of work which shall be discretionary on the part of DE with concurrence of DF. 3. Concerning Executive Engineer shall be responsible or execution of inspection.
63	Component of sanction estimate for clause 45 of agreement must be approved by	DE	Full Power	The components of sanctioned estimate for price escalation are to be got sanction from DE. In file of detail estimate before releasing tender. It is mandatory for EE concern to ensure that component decided in correct & examine by accounts person of corresponding procurement committee.

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# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

## Part - II (Goods & Services)

S.NO	Nature of Power	To whom delegated	Power	Remark
1	2	3	4	5
ADMINISTRATIVE AND FINANCIAL SANCTIONS				
1	Powers/constitution of procurement committees	OIC of zone/section	Up to Rs. 5.00 lac	Secretary will be the sanctioning authority of the procurement.
		X.En (HQ)		
		AAO Gr-II (HQ)		
		A.En (HQ)		
		Secretary	Up to Rs. 25.00 lac	JDC will be the sanctioning authority of the procurement.
		OIC of zone/section		
		SE		
		AAO Gr-I (HQ)		
		JDC	Above Rs. 25.00 lac	EC will be the sanctioning authority of the procurement.
		DF		
		DE		
		OIC of zone/section		

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

The said Schedule of Powers shall come in to force from the date of publication of notification in the gazette upon all work orders and agreements which are live and ongoing.

Any matter not covered in this Schedule of Powers shall be exercised as per RTPP Act 2012/Rules 2013 and SOP of PWD Govt. of Rajasthan.



# JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

(RPWA-100 see rule 332 & Note 1 below Rule 331)

AGREEMENT NO. ....

Year : .....

Name of work:- .....

Name of Contractor:- .....

## NOTICE INVITING TENDERS FOR WORKS

1. Tenders are hereby invited for the works of from enlisted contractors. Contractors of the appropriate class enlisted with other Government Departments are eligible after giving prescribed earnest money to tender for works as under.

- |      |   |   |
|------|---|---|
| (i)  | Contractors equivalent to 'AA' class of Rajasthan | Works of which cost exceed Rs. 1.50 Crores                                  |
| (ii) | Contractors equivalent to 'A' class of Rajasthan  | Works of which cost exceeds Rs. 1.50 crores but not exceed Rs. 3.00 crores. |

2. Contract documents consisting of the detailed plans, 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 during office hours.

3. The process of Tenders would be as follows :

- |    |                                  |                          |
|----|----------------------------------|--------------------------|
| 1. | Last Date of Sale of Bid         | .....                    |
| 2. | Last Date of Receipt of Bid      | .....                    |
| 3. | Date of Opening of Technical Bid | .....                    |
| 4. | Date of Opening of Financial Bid | Will be published online |
| 6. | Tender Cost                      | Rs. ....                 |

Before submitting tenders it should be ensured that all the tender papers including conditions of contract are signed by the tenderers. Eligibility to get tender form shall be with reference to the amount mentioned in the NIT

4. Tenders are to be submitted on a prescribed form, which can be obtained from the office(s) of the ..... (name of the office(s)) on the payment of a sum of Rs. .... in cash or by demand draft. The sale of tender forms will start at least ..... days before actual time of receipt of tender. Before submitting tenders, it should be ensured that all the tender paper including Conditions of Contract are signed by the tenderer. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

5. The work is to be completely finished to the satisfaction of Engineer in-charge within ----- month from the 10th day after the date of written order to commence the work.
6. Earnest money amounting to From Contractors registered in JDA, Jodhpur) (From Contractors registered in other department) as per NIT must accompany each tender. Tender for Earnest money in cash or bankers cheque in the name of **Secretary Jodhpur Development Authority Jodhpur** or Demand Draft of Nationalized/Scheduled banks should be deposited with the cashier or authorized clerk and its receipt attached with tenders. In case of tenders for works of which tenders cost accepted is Rs.5.00 crores or above, Earnest money of Rs. 10.00 lacs shall be accepted in cash/DD/Banker Cheque as above and remaining part of earnest money can be accepted either in the form of Bank Guarantee.(Form RPWA87) or in cash. Enlisted contractors shall be required to deposit 1/4 % 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. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.  
A Contractor may, however elect to furnish Bank Guarantee or any acceptable form of Security for an amount equal to the full amount of Security Deposit @ 10% of the work order before or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work of after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount, however during execution of the work if cost of the work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills.
8. The acceptance of a 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 reasons.
9. The Tender forms as issued from the offices mentioned must be returned with all enclosures to the Executive Engineer Zone .....office on the date of receipt of tenders.
10. No refund of tender fee is claimable for tenders not accepted or forms returned or for tenders not submitted.
11. The tenders for work shall remain open for acceptance for the period as given below from the date of opening of financial bid.
  - i) For tender to be accepted by Executive Engineer, JDA, Jodhpur : 20 days
  - ii) For tender to be accepted by Superintending Engineer, JDA : 30 days
  - iii) For tender to be accepted by DE, JDA Jodhpur : 50 days
  - iv) For tender to be accepted by JDC JDA Jodhpur : 70 days
  - v) For tender to be accepted by EC, JDA, Jodhpur. : > 70 days

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

**Note :-** Communication of acceptance of tenders 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 in the specified period / fails to execute the agreement and fails to furnish performance guarantee 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 the work has to be put to re-tendering, Earnest Money/Security Deposit/Performance Guarantee and shall be treated as per terms and conditions of the agreement.

12. All tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other discrepancies or which contain overwriting in figures or words or corrections not initialed and dated, will be liable to rejection.
13. Enlisted Contractors will be required to pay Earnest Money @ ½% of estimated cost of work put to tender in case of work for which they are authorized to tender under Rules for enlistment of contractors, but the amount of 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 Sales Tax clearance certificate from the concerned Departmental Authorities without which the tender 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.
16. The estimate of the work has been approved by the JDA, Zone-.....Jodhpur

Executive Engineer ( Zone-..... )  
Jodhpur Development Authority, Jodhpur

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

### CONTRACT FOR WORK

#### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work, 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 EXECUTIVE ENGINEER or other duly authorized Engineer.

The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenders 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 Executive Engineer shall be open for inspection by the Contractor at the office of the EXECUTIVE ENGINEER or other duly authorized Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of it be signed on his behalf by a person holding a Power of Attorney, authorizing, him to do so. Such Power of Attorney will be submitted with the tender and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy of the registration certificate.
3. Receipts for payments, made on account of a work then executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in the 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, on 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 work, 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 EXECUTIVE ENGINEER or other duly authorized Engineer will open the tenders in the presence of any contractor (s) or their authorized 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 Contractors, 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.

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

6. The EXECUTIVE ENGINEER or other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or. Any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the EXECUTIVE ENGINEER or other duly authorized Engineer.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer in charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under Official Secrets Act for maintaining secrecy of the tender documents, drawings or other record connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawing given to them.

### Declaration:

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

11. Any percentage rate tender containing item wise rates, and any item rate tender containing percentage Rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a 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 signature attested), who would be responsible for taking instructions from the Engineer in charge, shall communicated to the Engineer in charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and D of the Conditions of Contract Deductions 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 tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check there are discrepancy the following procedure shall be followed .
  - (i) Where there is a difference between the rates in figures and word, 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

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

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 item 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 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 Government. 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 tender, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
  21. The EXECUTIVE ENGINEER or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called up on to do so, does not submit within seven days of written order to do so, the Engineer in Charge shall be at liberty to forfeit the said earnest money absolutely.
  22. The Contractor shall submit the list of the works, which are in hand (progress). In the following form

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

Name	Name & Particulars of the Sub Division/Division, where work in 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 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 over-writing , must be serially numbered and attested by the Contractor at every page, so also by the office opening the tenders, so as to make further disputes impossible on this score.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested at the time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering if addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.
27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of document.
28. (a). If a tender reduces the rates voluntarily after opening of 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-tender office lower rates after opening of tenders, action or 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.

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## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

### TENDER FOR WORKS

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum with the time specified in such memorandum at the rate, (In Figures) .....% (as well as in words) ..... percent below/above the amount, entered in the Schedule 'G' in all respect in accordance with the specifications, designs, drawings and instruction in writing referred to in Rule I in all respects in accordance with such conditions so far as applicable I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & Plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

### Memorandum

(a) General description of work: .....

Details in "Scope of Work" and Specification for Works

(b) Estimated cost Rs .....Lac

(c) Earnest money Rs .....Lac @ 2% for contractors not enlisted with JDA Jodhpur and Rs ..... Lacs @ 1/2% for enlisted with JDA Jodhpur

(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, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee. The earnest money deposit shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

(ii) A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also, a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills." If the contractor during the course of execution of the work or after completion of the work desires replace the security deposit paid in cash or deducted from running bills by bank guarantee, he may be allowed to furnish a bank guarantee in the prescribed form for the required amount and period and after accepting of such bank guarantee the amount of such security deposit earlier deposited/deducted may be refunded

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- (iii) Bank Guarantee shall in all cases be payable at Jodhpur.
- (e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is ... .. Months should this tender be accepted in whole or in Part. I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the detailed notice for technical and financial bid or in default thereof, to forfeit and pay to the Secretary, Jodhpur Development Authority, Jodhpur or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs. ... ..Lacs is forwarded herewith in the form of Cash, Bank Draft, and Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Secretary, Jodhpur Development Authority, Jodhpur or his successor in office without prejudice to any other right or remedies of Authority, should I/We fail to commence the work specified in the above memorandum.

Signature of Witness

Witness's address & occupation

Signature of Contractor

Address of Contractor

Date... ..

The above tender is hereby accepted by me on behalf of the Authority

Dated \_\_\_\_\_

Executive Engineer (Zone-.....)  
Jodhpur Development Authority, Jodhpur





## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

("Copy of appendix XI of PWF&AR, Govt of Rajasthan effective from 01.07.99 and subsequent addendum dated 19.03.2001 & 29.03.2001 and other amendments up to date. In case of any typographical error or omission or alteration the original version of the same shall be valid")

### GENERAL CONDITIONS OF CONTRACT

#### Clause 1: Security Deposit:

"The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit. A contractor may, however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution of the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the Running Account Bills."

All compensation or other sums of money payable by the Contractor to Government 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 there from, or from any sums, which may be due or may become due to the Contractor by the Government on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Government, 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 Government to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer in Charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Government 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 Government 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.



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

Government 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 is given to the Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer in Charge/competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete 1/8th of the whole of the work before 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed, 3/8<sup>th</sup> of the work before 1/2 of such time has elapsed and 3/4<sup>th</sup> of work before 3/4<sup>th</sup> 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 to the Government at every time span as below:

A.	Time Span of full stipulated period	1/4 th	1/2 th	3/4 <sup>th</sup>	Full
B.	Work to be completed in terms of money	1/8th	3/8th	3/4 <sup>th</sup>	Full
C.	Compensation payable by the contractor for delay attributable to contractor at the stage of.	Delay up to one fourth period of the prescribed time span 2.5% of the work remained unexecuted			
		Delay exceeding one fourth period but not exceeding half of the prescribed time span 5% of the work remained unexecuted			
		Delay exceeding half of the prescribed but not exceeding three fourth of the time span – 7.5% of the work remained unexecuted			





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	Delay exceeding three fourth of the prescribed time span – 10% of the work remained unexecuted
<p>Note: In case delayed period over a particular span is split up and is jointly attributable to Government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to Government over entire delayed period over that span after clubbing up the split delays attributable to Government and this reduced compensation would be applicable over the entire delayed period without paying any escalation</p> <p>Following illustrations is given:</p> <p>(i) First time span is 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)</p> <p>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 <math>2.5 \times 15/30 = 1.25\%</math> over 30 days without any escalation, by competent authority.</p>	

Note: The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.

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

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

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

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### Clause 3: Risk & Cost Clause:

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

- (i) If the Contractor having been given by the Engineer in charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or 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 the Engineer in charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or 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 thereof  
When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer in charge on behalf of the Authority shall have powers.
  - (a) To determine or rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer in charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government
  - (b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer in charge shall 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 Divisional



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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 the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor

- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer in charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer in charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer in charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

- (i) In any case in which any of the powers conferred by clause 3 hereof shall have become exercisable and the same shall have not been exercised, the non exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, 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. Powers to take possession of, or require removal, sale of Contractor's plant
- (ii) In the event of the Engineer in Charge putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in



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case of these not being applicable, at current market rates, to be certified by the EXECUTIVE ENGINEER or duly authorized Engineer (whose certificate thereof, shall be final and conclusive), otherwise the Engineer in Charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any requisition, the EXECUTIVE ENGINEER 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 EXECUTIVE ENGINEER or other duly authorized Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

### Clause 5: Extension of time:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer in Charge within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules/delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, if the period of completion 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 Executive Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in 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 to the Engineer in charge, giving the date of completion and sending a copy of it to the officer accepting the contract on behalf of the Authority and shall request the Engineer in charge to give him a

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certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or other parts of any ROAD 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 sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer in charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer in charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer in charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re measurements shall be binding on the Contractor. Within thirty days of the receipt of the notice, Engineer in charge shall inspect the work and if there are no visible defects on the face of the work, shall give the Contractor, a certificate of completion. If the Engineer in charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer in charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

### Clause 7: Payment of 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 therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer in charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and re constructed or re erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer in charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be made/ submitted by the Contractor within one month of the date fixed for completion of the work; otherwise the Engineer in charge's





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certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

### Clause 7A: Time Limit for Payments of Final Bills:

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months. If a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of three months from presentation of final bill or 6 Months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date 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 on or before the date fixed by the Engineer in charge for all work executed in the previous month and the Engineer in charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the Bill within the time fixed, as aforesaid, the Engineer in charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer in charge may prepare a bill from such Measurement Book, which shall be binding on the contractor in all respects.

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

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

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### Clause 8 B: Recovery of Cost of Preparation of the Bill:

In case of contractor of class A and AA do not submit the bill within time fixed, the Engineer in Charge may prepare the bill as per the provision of clause 8 of the general conditions of the contract but @ 0.5 % of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

### Clause 9: Bills 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 Engineer in charge 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 hereinafter provided for such work.

### Clause 9A: Payments of Contractor's Bills to Banks:

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

### 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 Engineer in charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer in charge, specified in the schedule or memorandum hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the Contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the Contractor under the Contract or otherwise or against or from the Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the contractor, either from Departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be 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 Engineer in Charge. Any such material, unused and in perfectly good condition at the time of

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completion or determination or rescinding of the contract, shall be returned to the Divisional officer's Stores, if, by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with 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 contractor, he shall be paid for, at the price originally charged 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 Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer in charge, as to the price of the stores returned, keeping in view its condition 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 Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non supply thereof, all or any such materials and stores.

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

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



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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, Orders etc**

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

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

**Clause 12:**

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

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work

(ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, such rates will be derived from the rates for a similar class of work as are specified in the contract for the work

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(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 Engineer in Charge on the basis of the prevailing market rates when the work was done.

(iv) If the rates for the altered, additional or substituted work item cannot be determined in the manner specified in sub-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 Engineer in Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer in Charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer in Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may 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 items relating to foundations, provisions contained in sub clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents under clause 12.A.

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

- (a) For ROADS, 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 is not determinate 1.2 meters above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling work
- (e) For water supply lines, sewer lines underground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work

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- (f) For open storm water drains, all items of work except lining of drains
- (g) Any other items of similar nature which Engineer in Charge may decide relating to foundation. The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit, shall be determined in accordance with the provisions contained in Clause 12A

### Clause 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 Engineer in charge 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 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub clause (ii) of clause 12 and the Engineer in Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non settlement of rates of items failing under this Clause.

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

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

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



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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 a 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 Government 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 Engineering charge shall be final.

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

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

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

All work, under or in course of execution or executed in pursuance of the contract shall, at all times, be opened to inspection and supervision of the Engineer in charge and his superior officers e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorized agency of the Government and the contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer in charge or his subordinate and any other authorized agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself

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

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

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

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

### Clause 18: Contractor to supply plant, ladders, scaffolding etc.

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer in charge's stores), plants, tools, appliances, implements, ladders, cordage, 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 which 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 or 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 Engineer in charge, at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under the Contract, or from his 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

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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 to be sub let, Contract may be rescinded and Security Deposit and Performance Forfeited for sub letting, bribing or if Contractor becomes insolvent.**

The Contractor shall not be assigned or sublet without the written approval of the Chief Engineer, and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or make 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 Government, in any way, relating to his office or employment or if, any such officer or person shall become, in any way, directly or indirectly, interested in the contract, the CHIEF EXECUTIVE OFFICER may, thereupon, by notice, in writing, rescind the contract and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the Contract.

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

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

**Clause 21: Changes in constitution of firm**

Where the Contractor is a partnership firm, the previous approval, in writing, of the Engineer in charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership agreement there 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: Work 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 Government of Rajasthan



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for the time being, who shall be entitled to direct, at what point or points, and in what manner, they are to be commenced, and from time to time, carried on.

### Clause 23: 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, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party 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 or obligations of the parties, as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings

- (i) Commissimer, Jodhpur - Chairman
- (ii) Director – Finance - Member not below the rank of Sr. Accounts Officer.
- (iii) Director – Engineering – Member.
- (iv) Director – Law - Member.
- (v) Superintendent of Engineer – 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, within 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 23A: Contractor to indemnify for infringement of Patent or design

Contractor shall fully indemnify the Authority 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 Government. In respect of any such matters, as aforesaid, the Contractor shall be, immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise there from provided that the Contractor shall not be liable to indemnify the Authority, if the infringement of the patent or design or any alleged patent or design, right is the direct result of an order passed by the Engineer in Charge in this behalf.

### Clause 24: Imported Store articles to be obtained from Government

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The contractor shall obtain from the stores of the Engineer in charge, 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 Engineer-in-charge, to obtain such stores and articles from elsewhere. The value of such stores and articles, as may be supplied to the Contractor by the Engineer in charge, will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of 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 Engineer in charge, capable of measurement the Engineer in charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in charge shall be final and conclusive with regard to any sum or sums payable to him under the 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 the contract document referred in ITB Clause 4 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 Engineer in charge

### 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 27A: Definition of Engineer in charge

The term "Engineer in charge" means the Divisional officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Authority.

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### 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 Engineer in charge

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

### Clause 29A: 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 items executed at the discretion of Engineer in charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, and 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 in the "Tender for Works" will be deducted/added-form/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, here in after called the said Act. If such compensation is paid by the State 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 State 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.

All contracts with Government shall require registration of workers under the Buildings and other construction workers (regulation of employment and condition of services) Act 1996 and extension of benefit to such workers under the Act

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### Clause 32: Withdrawal of work from the Contractor

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

### Clause 33:

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

### Clause 34: Protect works

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

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer in Charge, are necessary for the proper and 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 labor unemployed, to the extent considered reasonable by the Engineer in Charge.

### Clause 36A:

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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 home by the Contractor.

### Clause 36B:

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

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

### Clause 36D:

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

### Clause 37: Refund of Security Deposit

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

- (a) In case of contracts relating to hiring of trucks and other T&P, transportation including loading, unloading of materials and the amount of Security Deposit is refundable along with the final bill.
- (b) Supplies of material: As per provisions of G.F. & A.R.
- (c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid
- (d) Original works/special 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.
- (e) In case of Original works/special repairs works costing more than 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 thereafter

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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.

### Clause 38: Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to labors engaged by him on the work as revised from time to time by the Government, but the Government 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 Minimum Wages Act, 1948.

- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged by his sub contractors in connection with the said work as if the laborers have been immediately or directly employed by him.
- (c) In respect of all laborers immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contract's Labor Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature
- (d) The Engineer in charge shall have 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, nonpayment 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) Visa A Versa the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.





## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

### 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 Lac and above Atleast One Graduate engineer
- (b) For works costing between Rs. 50 Lac to Rs. 100 Lac One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 Lac and Rs. 50 Lac One qualified diploma holder

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

### Clause 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 (s) of the department.

### Clause 41: Near Relatives barred from tendering

The Contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition 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, security deposit and enlistment deposit and 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 grandparents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in laws.

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### Clause 42: Retired Gazetted Officers barred for 2 years

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

### Clause 43: Quality Control

The Government 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, machines, tools and plant, scaffolding, temporary ROADS and other things connected therewith, shall be at the risk of the contractor until the work has been delivered to the Engineer in charge, and a certificate from him, to the effect, obtained.

### Clause 44: Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the legal heirs of the Contractor or the EXECUTIVE ENGINEER 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. 100.00 Lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than 12 Months (both the conditions should be fulfilled), the price, of any materials/ bitumen/diesel and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and / or wages of labor 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)/ labor/bitumen/diesel and petrol/cement/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.

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

**(A) Labor**

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(I_{L1} - I_{L0})}{I_{L0}}$$

$V_L$  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 this clause.

$I_{L0}$  The average consumer price index for industrial workers (whole sale prices) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

$I_{L1}$  The average consumer price index for industrial workers (whole sale prices) for the quarter of a calendar year under 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 be 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 or decrease in the cost during the quarter under consideration due to change in rates of material

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- 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 this clause.
- LMO The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area).
- LM1 The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries, for the area)
- PM Percentage of material components (excluding materials supplied by the Department).  
EXECUTIVE OFFICER.

### (C) Bitumen:

$$V_b = 0.85x \frac{P_b}{100} \times R \frac{(B_i - B_o)}{B_o}$$

- Vb Increase or 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 supplied by the department and excluding other items as mentioned in this Clause.
- Bo The official retail price of bitumen at the IOC depot at nearest centre on day 28 days prior to date of opening of Bids.
- Bi The official retail price of bitumen at the IOC depot at nearest centre of the 15 day of the month under consideration
- Pb Percentage of bitumen component of the work.

### (D) Petroleum:

$$V_F = 0.75x \frac{P_f}{100} \times R \frac{(F_i - F_o)}{F_o}$$

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- VF Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates for fuel and lubricants.
- 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 this clause.
- Fo The average wholesale price Index of High speed Diesel (HSD) as published by the Economic Adviser to Govt of India, Ministry of Industry on the day of opening of tender/negotiations
- Fi The average wholesale price Index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry
- Pf Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the departments (Specified 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 HSD is chosen to indicate fuel and lubricant component.

### (E) Cement

$$V_c = 0.75 \times P_c \times \frac{R (L_{ci} - L_{co})}{100 \times L_{co}}$$

Vc = increase or decrease in the cost of work during the quarter under consideration due to change in the rates of cement

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

Lco = 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)

Lci = the average wholesale price index for the quarter under consideration (as published by the economic adviser to the government of India, Ministry of Industries).



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Pc = percentage of cement components (excluding cement supplied by the department)

### (F) Steel

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

Vs = increase or decrease in the cost of work during the quarter under consideration due to change in the rates of steel

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

Lso = 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)

LSI = the average wholesale price index for the quarter under consideration (as published by the economic adviser to the government of India, Ministry of Industries).

Pc = percentage of steel components (excluding steel supplied by the department)

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

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 Electronics Manufacturers 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 All 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 subject to adjustment up or down in accordance with following formula:

$$P = \frac{PO}{100} \left[ 15 + 55 \frac{MP}{MP_0} + 15 \frac{W_0(D)}{W_0} + 15 \frac{W_0(1)}{W_0} \right]$$



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- P Price payable as adjusted in accordance with the above price variation formula.
- $P_0$  Price quoted/confirmed
- MP<sub>0</sub> 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 bulletin. Revised Index Number of Wholesale Prices (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<sub>0</sub> 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 that in which price was offered or negotiated whichever is later.

The above index number MP, & W,, are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

- MP Wholesale Price Index Number of 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 prices (Base 1981 82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1 st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.
- W. (D) All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.
- W<sub>0</sub> (1) 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 and 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 on 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 Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are



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- P Price payable as adjusted in accordance with the above price variation formula.
- P<sub>0</sub> Price quoted/confirmed
- MP<sub>0</sub> 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 bulletin. Revised Index Number of Wholesale Prices (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<sub>0</sub> 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 that in which price was offered or negotiated whichever is later.

The above index number MP, & W<sub>0</sub>, are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

- MP Wholesale Price Index Number of 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 prices (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 prior to the date of delivery and would be as published by IEEMA.
- W. (D) All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.
- W<sub>0</sub> (1) 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 and 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 on 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 Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are





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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 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 contract as movables.
- Note 3:** The indices MP & WO 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 of 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 component for the work shall be approved by the D.E while sanctioning the detailed Estimates.
2. The break up of components of labour/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol as indicated in Clause 45 have been predetermined as below:
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) Secured Advance/any advance added earlier but deducted now after work is measured.
  - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually 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, the work done during the last quarter or 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 reordereed 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.



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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. 100 Lac or less, the value of work actually done excluding cost of material supplied by the Department, exceeds Rs. 100 Lac and completion period is more than 12 months, then escalation would be payable only in respect of value of work in excess over Rs. 100 Lac from the date of satisfying both the conditions
9. Where originally stipulated period is 12 months or less but actual period of execution exceeds beyond 12 months on 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. 100 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 during 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 notionally give 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 including extended period attributable to Government exceeds Twelve months but cost does not exceeds more than Rs. 100 Lac, no escalation is admissible.
13. Similarly, if cost of works increases more than Rs. 100 Lac but completion period including extended period attributable to government is less than 12 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 for fortnightly
16. In case at the time of executing agreement, both the conditions (completion period 12 months and amount of work Rs. 100 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. 100 Lac and in period of work beyond 12 months



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17. The contractor shall for the purpose of this conditions keep such books of account and other documents 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 any documents so kept and such other information as the Engineer in Charge may require
18. Price variation clause shall be applicable in case of lump sum contracts estimated to more than Rs. 100 crores with stipulated completion period of more than 18 months.
19. The component of operation and maintenance (O&M) cost included in the contract price shall not be subject price variation. The price may be adjusted by the use of prescribed formula (or formula) which breaks down the total price into components.
20. The amount of price variation in case of lump sum contracts will be made by adding or deducting, as the case may be, from the payments made at the stages of work specified in the contract document.
21. Price variation clause shall not be applicable in case of Annual rate contract for repair & maintenance of read, Building, server electric Works etc .

### 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 goods, volcanic eruptions earthquake or other invasion of nature and other acts.

### Clause 47: General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by 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 contractor, including all supporting vouchers, abstracts, etc., to be made within 2 years after payment of the final bill, and if, as a result of such Wit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the Contract and found not to have been executed or executed below specifications, the Contractor shall be liable to refund the amount of over payment, and it shall be lawful for Department to cover 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 Government to the Contractor.

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

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

### Clause 48B: Check Measurements

The department reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific works, or by other special orders (about which the decision of 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 payments 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 elsewhere in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

### Clause 49: Dismantled materials

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government as per directions, 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 Security Deposit, Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the contractor, under this or any other contract with the Authority. 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 affect such recoveries under Public Demand Recovery Act.

### Clause 51: Jurisdiction of Court

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Schedule of Materials to be supplied by the Department, if available  
(Referred to in clause 10)

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

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

S. No.	Item	Rate	Place of Delivery and Return
	NIL		

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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
1	2	3	4

The contractor has been informed that his tender has been accepted

Dated Signature of Engineer in charge

Dated signature of Contractor



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### 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 EXECUTIVE ENGINEER 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 6 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 EXECUTIVE ENGINEER.
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 EXECUTIVE ENGINEER or other duly authorized Engineer and the Contractor.

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## ANNEXURE TO APPENDIX XI RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. **Short Title:** These Regulations may be called "The Rajasthan Public Works Department Contractor's-Labour Regulations "
2. **Definition:** In these Regulations unless otherwise expressed or indicated, the following works and expressions shall have sub-contractor or other person by an agent on his behalf.
  - (i) **"Labour"** means works employed by a Rajasthan P.W. Department contractor directly or indirectly through a sub-contractor or other person by an agent on his behalf
  - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the state Government under the Minimum Wages Act, 1948
  - (iii) **"Contractor"** Shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract,
  - (iv) **"Wages"** Shall have the same meaning as define in the payment of Wages Act and includes time and piece, rate wages.
3. **Display of Notice regarding wages etc.** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and inconspicuous place on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour commissioner as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of. Wages:**
  - (i) Wages due to every worker shall be paid to him direct.
  - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods:**
  - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
  - (ii) No wage period shall exceed one month.
  - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
  - (iv) When the employment of any worker is terminated by or on behalf or the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on 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 labor is employed in progress.
6. **Wage Book and Wage Slips etc.**
  - (i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:
    - (a) Rate of daily or monthly wages.
    - (b) Nature of work on which employed .



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- (c) Total number of days worked during each 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) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages 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 to the period for which he was absent
  - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
- (ia) The Rajasthan Government may from time to time allow deductions other than those specified in clause i above
- (ii) No fines shall be imposed on a worker and on 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 expiry of 60 days from the date on which it was imposed.
8. **Register of fines etc:** The contractor shall maintain a register of fines and of all deductions for damage or loss. such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.
- The Contractor shall maintain both in English and local Language list approved by the labor Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.
9. **Preservation of fines etc:** The wage register, the wage card and the register of fines deduction required to be maintained under these regulation shall be preserved for 12 months after the date or the 1st entry made in them.
10. **Powers of labor welfare officer to make investigation of enquiry :** The labor 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 fair wage clauses and provisions of the regulation. He shall investigate into any complaint regarding default made by the Contractor or sub-Contractor in regard to such provisions.



## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

11. **Report of labor welfare officer :** The labor welfare officer or other person authorized as aforesaid shall submit a report of the result of this investigation or enquiry to the Executive Engineer concerned indicating the extent if any to which the default has been commuted with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labor conceded in case an appeal is made by contractor under clause 12 of these regulations actual payment to labor will be the Executive Engineer after the labor commission had give decision on such appeal.
12. **Appeal against the decision of labor welfare officers :** Any person aggrieved by the decision and recommendation of the labor welfare officer or other persons so authorized may appeal against such decision to the labor commissioner with in 30 days from the date do decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the officer shall be final and binding upon the contractor.
- 12-A. No party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceeding
13. **Inspection of wage books and slips:** The contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his worker or to his agent at a convenient time and place after due notice is received or to the labor welfare officer or any other person authorized by the sated government on his behalf.
14. **Submission of Returns:** The Contractor shall submit periodical returns as may be specified from time to time.
15. **Amendments:** The state government may from time add to or amend these regulations and on any questions as to the applications interpretational effect or these regulations the decision of the labor commissioner to the government of Rajasthan or any other person authorized by the state government in the behalf shall be final.

2



## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

### SCHEDULE OR FAIR WAGE TO BE GIVEN BY EXECUTIVE ENGINEER LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED

(1) Willful in subordination or disobedience whether alone or in combination with another (2) The fraud dishonesty in connection with the contractor business of property of the Rajasthan P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitual late attendance (5) Drunkenness, fighting not or disorderly or indecent behavior. (6) Habitual negligence (7) Smoking near or around the area where combustible or other materials are stored (8) Habitual indiscipline (9) Causing damage work in progress or to property of Rajasthan PWD or the Contractor (10) Sleeping on duty (11) Malingering or showing sowing 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 marking of unauthorized article at the work place. (15) Bad workmanship in construction and maintenance by skilled workers is not approved by the department and for which contractor are compelled to undertake rectification. (16) Making false complaints and/or misleading statement (17) Engaging in trade within the premises of the establishment (18) Any delinquency business affairs or 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 workman or employee during the working hours within the premises

Schedule showing (approximately) materials to be supplied from the Public Works store for work contracted to be executed and the rates of which they are to be charged for

Particulars	Rate which the material will be charged to the contractor			Place of Delivery
	Unit	Rate	NP.	
NIL	NIL	NIL	NIL	

(Signature of Contractor)

(Signature of Engineer)

2



## JODHPUR DEVELOPMENT AUTHORITY, JODHPUR

### Progress Statement Referred to in Clause 3 of Conditions of Contract

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

The contractor has been informed that the tender has been accepted.

Date  
Engineer-in-charge

Date  
Contractor

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

- 1) Column 2,3 and 4 must be initialed and dated by the contractor.
- 2) Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also.
- 3) The date of column 2 should correspond to the date on which the order to commence work is given to the contractor, specified in line 3, Clause 2 Page 3 of the "Condition of Contract"
- 4) The date of 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 or portion of tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4000. If necessary quantities may also be specified in this column at the discretion of the Chief Engineer.
- 6) The certificate as to intimation acceptance of tender printed at the foot of the form must be signed and dated both by the Chief Engineer or other duly authorized Engineer and the Contractor

Statement of payments & Recover to be attach with the Agreement & wrote.



# जोधपुर विकास प्राधिकरण, जोधपुर

A B C

रेलवे अस्पताल के सामने, रतानाडा, जोधपुर - 342001

फोन नं. - 0291-2612086, 2656355 फैक्स - 0291-2615372 ई मेल - jdajodhpur-rj@nic.in

क्रमांक:-एफ/लेखा/

दिनांक:-

## कार्यालय आदेश

प्राधिकरण विकास कार्यों की प्रशासनिक एवं वित्तीय स्वीकृति हेतु प्रस्तुत होने वाली पत्रावलियों, निविदा स्वीकृति की पत्रावलियों तथा विकास कार्यों के बिल पारित करने हेतु प्रस्तुत पत्रावलियों में समस्त समुचित तथ्यों का समावेश किये जाने एवं जिम्मेदार अधिकारियों एवं कार्मिकों के माध्यम से निर्धारित चैकलिस्ट में प्रकरण प्रस्तुत किये जाने से प्राधिकरण में पारदर्शिता एवं जवाबदेयता का निर्धारित की जा सके इस हेतु चैक लिस्ट का निर्धारण किया गया है।

जिसका विवरण निम्नानुसार है:-

क्र.सं.	विवरण चैक लिस्ट	बिन्दुओं का उल्लेख
1	प्रशासनिक एवं वित्तीय स्वीकृति हेतु प्रस्तुत होने वाली पत्रावली की चैक लिस्ट में	24
2	निविदा स्वीकृत से कार्यादेश जारी करने तक की प्रक्रिया की चैक लिस्ट में	26
3	विकास कार्यों के प्रत्येक बिल प्रस्तुत करने के समय निर्धारित चैक लिस्ट में	35

प्राधिकरण की कार्यप्रणाली पारदर्शी एवं निर्धारित नोम्स के अनुसार विकास कार्यों का सम्पादन, लेखा-परीक्षण के उपरान्त ही स्वीकृतियां जारी करने, विपत्रों का परिक्षणोपरान्त पारित किया जाना सुनिश्चित किया जाने हेतु उपरोक्त तीनों "चैक लिस्ट" जारी की जाती है अतः सभी प्रकरण उपरोक्त चैक लिस्टों में वर्णित तथ्यों के समावेश के पश्चात् ही नियमानुसार प्रस्तुत किया जाना सुनिश्चित किया जावे।

आयुक्त

जोधपुर विकास प्राधिकरण,  
जोधपुर

क्रमांक:-एफ/लेखा/ 923-33

दिनांक:- 30/11/15

प्रतिलिपि वास्ते सुचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, (अध्यक्ष/आयुक्त), जोधपुर विकास प्राधिकरण, जोधपुर।
2. सचिव, जोधपुर विकास प्राधिकरण, जोधपुर।
3. उपायुक्त-पूर्व/पश्चिम/उत्तर/दक्षिण, जोधपुर विकास प्राधिकरण, जोधपुर।
4. निदेशक- अभियांत्रिकी/आयोजना/वित्त/विधि, जोधपुर विकास प्राधिकरण, जोधपुर।
5. अति निदेशक (वित्त), जोधपुर विकास प्राधिकरण, जोधपुर।
6. अधीक्षण अभियन्ता, (I, II, III) जोधपुर विकास प्राधिकरण, जोधपुर।
7. उप नगर नियोजक/सहायक नगर नियोजक, जोधपुर विकास प्राधिकरण, जोधपुर।
8. समस्त अधिशाषी/सहायक/कनिष्ठ अभियन्ता, जोधपुर विकास प्राधिकरण, जोधपुर।
9. मुख्य लेखाधिकारी प्रथम/द्वितीय, जोधपुर विकास प्राधिकरण, जोधपुर।
10. सहायक लेखाधिकारी ग्रेड प्रथम/द्वितीय जोधपुर विकास प्राधिकरण, जोधपुर।
11. संस्थापन शाखा, जोधपुर विकास प्राधिकरण, जोधपुर।
12. रक्षित पत्रावली।

आयुक्त

जोधपुर विकास प्राधिकरण,  
जोधपुर



# प्रशासनिक व वित्तीय स्वीकृति हेतु नोटशीट

## प्रशासनिक एवं वित्तीय स्वीकृति हेतु प्रदत्त शक्तियां

जोधपुर विकास आयुक्त कार्यकारी समिति	500 लाख तक पूर्ण शक्तियां	आयुक्त/कार्यकारी समिति के अनुमोदन के प्रश्नात निदेशक अभियांत्रिकी द्वारा स्वीकृतियां जारी करना।
--	------------------------------	--

- जोन ..... पूर्व/पश्चिम/उत्तर/दक्षिण/मुख्यालय/पी.एच.ई./विद्युत/  
आर.ओ.बी.
- इस जोन के अन्तर्गत  
प्रस्तावित कार्यस्थल के  
संबंधित अधिकारियों  
के नाम  
JEN .....  
AEN .....  
XEN .....  
SE .....  
DE .....  
Add. DF .....  
DF .....
- कार्य का नाम
- वार्ड संख्या/जोन
- विधान सभा क्षेत्र
- कार्य का प्रकार (स्पष्ट लिखें)  
[(1) सड़क (2) पार्क (3) नाली/नाला (4) फुटपाथ/डिवाईडर  
(5) जल (6) विद्युत (7) वृक्षारोपण/हरियाली (8) भवन निर्माण  
(9) रखरखाव (10) अन्य जन उपयोगी कार्य।]

7. उपर्युक्त बिन्दु संख्या 5 में लिखे कार्य के प्रकार के संबंध में निम्नलिखित सारणी में सूचना दें :-

क्र.सं.	बिन्दु सं. 6 में दर्शित "कार्य के प्रकार" अन्तर्गत इस जोन में इस वित्तीय वर्ष में अब तक जारी कुल A&F की संख्या व राशि रुपये में। इस कार्य को सम्मिलित करते हैं।		उपर्युक्त कॉलम 2 में जारी A&F के विरुद्ध दिए गए कार्यदेश की संख्या व राशि रुपये में		कॉलम 5 के विरुद्ध अब तक व्यय राशि रुपये में	विशेष विवरण
	संख्या	राशि	संख्या	राशि		
1	2	3	4	5	4	5

- कार्य का क्षेत्र .....  
[(1) योजना क्षेत्र (2) गैर योजना क्षेत्र (3) डिपोजिट मद (4) कृषि भूमि  
रूपान्तरित योजना (5) अन्य ।]



9. कार्य जहाँ कराया जा रहा है, उस योजना/कच्ची बस्ती/कृषि भूमि का लेआउट मानचित्र स्वीकृत है /नहीं है। .....
10. कार्य यदि कृषि भूमि रूपांतरित योजना है तो।  
 अ. जमा बाह्य विकास शुल्क .....  
 ब. अब तक व्यय की गई राशि .....  
 स. विकास के लिए शेष-उपलब्ध राशि .. ..  
 द. उक्त कार्य के लिए वांछित राशि पर्याप्त है/या नहीं है :- .. ..
11. कार्य की अनुमानित लागत : .....
12. कार्य की मांग/ आवश्यकता का स्रोत (पृष्ठ सं. .... पर संलग्न है)  
 1. SUO Molto .....  
 2. स्थानीय जनता द्वारा ज्ञापन .....  
 3. स्थानीय माननीय विधायक द्वारा .....  
 4. संबंधित अभियन्ता द्वारा रिपोर्ट करने पर .....  
 5. अन्य .. ..
13. कार्य की आवश्यकता के संबंध में स्पष्टीकरण (Justification) पर विस्तृत नोट  
 .....  
 .....  
 .....
14. वर्तमान मौका स्थिति .....
15. क्या इस कार्य के संबंध में पूर्व में कोई स्वीकृति जारी की गई थी यदि हाँ तो विवरण  
 .....
16. कार्य पूर्ण करने हेतु संभावित अवधि .....
17. क्या प्रस्तावित कार्य-स्थल की भूमि प्राधिकरण के स्वामित्व की है यदि नहीं तो स्वामित्व किस विभाग का है. ....अथवा निजी भूमि है .....
18. क्या प्रस्तावित कार्यस्थल के संबंध में कोई विवाद/ कोर्ट केस है? यदि हाँ तो विवरण दें ....  
 .....
19. बजट की मद सं० .....
20. बजट प्रावधान रुपये .....
21. क्या इस तरह के कार्य के संबंध में कोई दर-सविदा (Rate-Contract) अथवा वार्षिक-दर अनुमोदन हो रखा है? यदि हाँ तो विवरण दें - .....
22. कार्य का अनुमान (Estimate) रुपये..... संलग्न पृष्ठ संख्या .....

9. कार्य जहाँ कराया जा रहा है, उस योजना/कच्ची बस्ती/कृषि भूमि का लेआउट मानचित्र स्वीकृत है /नहीं है। .....

10. कार्य यदि कृषि भूमि रूपांतरित योजना है तो।

अ. जमा बाह्य विकास शुल्क .....

ब. अब तक व्यय की गई राशि .....

स. विकास के लिए शेष-उपलब्ध राशि .....

द. उक्त कार्य के लिए वांछित राशि पर्याप्त है/या नहीं है :- .....

11. कार्य की अनुमानित लागत : .....

12. कार्य की मांग/ आवश्यकता का स्रोत (पृष्ठ सं. .... पर संलग्न है)

1. SUO Motto .....

2. स्थानीय जनता द्वारा ज्ञापन .....

3. स्थानीय माननीय विधायक द्वारा .....

4. संबंधित अभियन्ता द्वारा रिपोर्ट करने पर .....

5. अन्य .....

13. कार्य की आवश्यकता के संबंध में स्पष्टीकरण (Justification) पर विस्तृत नोट

.....

14. वर्तमान मौका स्थिति .....

15. क्या इस कार्य के संबंध में पूर्व में कोई स्वीकृति जारी की गई थी यदि हाँ तो विवरण

.....

16. कार्य पूर्ण करने हेतु संभावित अवधि .....

17. क्या प्रस्तावित कार्य-स्थल की भूमि प्राधिकरण के स्वामित्व की है यदि नहीं तो स्वामित्व किस विभाग का है .....अथवा निजी भूमि है .....

18. क्या प्रस्तावित कार्यस्थल के संबंध में कोई विवाद/ कोर्ट केस है? यदि हाँ तो विवरण दें ...

.....

19. बजट की मद सं० .....

20. बजट प्रावधान रुपये .....

21. क्या इस तरह के कार्य के संबंध में कोई दर-संविदा (Rate-Contract) अथवा वार्षिक-दर अनुमोदन हो रखा है? यदि हाँ तो विवरण दें - .....

22. कार्य का अनुमान (Estimate) रुपये..... संलग्न पृष्ठ संख्या .....

23. विस्तृत तकमीना मय लोकेशन स्केच, टाइप डिजाईन / ड्राईंग डिजाईन इत्यादि सलग्न पृष्ठ संख्या ..... ..

24. कार्य की तकनीकी रिपोर्ट सलग्न पृष्ठ ..... ..

उपर्युक्त सूचना के आधार पर प्रस्तावित कार्य हेतु रुपये ..... की प्रशासनिक एवं वित्तीय स्वीकृति जारी करना उचित होगी । अनुमोदनार्थ प्रेषित है ।

कनिष्ठ अभियन्ता

स्वीकृति हेतु प्रस्तुत है -

सहायक अभियन्ता

उपरोक्त बिन्दु की जाँच कर स्वीकृति की अनुशंसा की जाती है -

अधिक्षापी अभियन्ता

अधीक्षण अभियन्ता .

निदेशक अभियांत्रिकी

अति. निदेशक वित्त / निदेशक वित्त.....

जोधपुर विकास प्राधिकरण, आयुक्त

2

# कार्यदेश जारी करते समय नोटशीट

## निविदा स्वीकृति की प्रदत्त शक्तियां

क्र.सं.	राशि	समिति			
01	50 लाख तक	अधिशायी अभियन्ता	सहायक लेखाधिकारी	सहायक अभियन्ता	
02	150 लाख तक	अधीक्षण अभियन्ता	मुख्य लेखाधिकारी	अधिशायी अभियन्ता	
03	500 लाख तक	निदेशक अभियांत्रिकी	निदेशक वित्त	अधीक्षण अभियन्ता	
04	500 लाख से ज्यादा	जोधपुर विकास आयुक्त	निदेशक अभियांत्रिकी	निदेशक वित्त	सचिव

- जोन ..... पूर्व/पश्चिम/उत्तर/दक्षिण/मुख्यालय/पी.एच.ई./विद्युत आर.ओ.बी.
- इस जोन के अन्तर्गत प्रस्तावित कार्यस्थल के संबंधित अधिकारियों के नाम  
JEN .....  
AEN .....  
XEN .....  
SE .....  
DE .....  
Add. DF .....  
DF .....
- कार्य का नाम .....
- वार्ड संख्या/जोन .....
- विधान सभा क्षेत्र .....
- कार्य का प्रकार (स्पष्ट लिखें) अन्य जन उपयोगी कार्य  
[(1) सड़क (2) पार्क (3) नाली/ नाला (4) फुटपाथ/डिवाईडर  
(5) जल (6) विद्युत (7) वृक्षारोपण/हरियाली (8) भवन निर्माण  
(9) रखरखाव (10) अन्य जन उपयोगी कार्य ]

7. उपर्युक्त बिन्दु संख्या 6 में लिखे कार्य के प्रकार के संबंध में निम्नलिखित सारणी में सूचना दें :-

क्र.सं.	बिन्दु सं. 6 में दर्शित "कार्य के प्रकार" अन्तर्गत इस Division में इस वित्तीय वर्ष में अब तक जारी कुल A&F की संख्या व राशि रुपये में । इस कार्य को सम्मिलित करते हैं।	उपर्युक्त कॉलम 2 में जारी A&F के विरुद्ध दिए गए कार्यदेश की संख्या व राशि रुपये में		कॉलम 5 के विरुद्ध अब तक व्यय राशि रुपये में	विशेष विवरण
	संख्या	राशि	संख्या	राशि	
1	2	3	4	5	6

8. कार्य का क्षेत्र .....

[(1) योजना क्षेत्र (2) गैर योजना क्षेत्र (3) डिपोजिट मद  
(4) अन्य ]

9. (a) प्रशासनिक एवं वित्तीय स्वीकृति आयुक्त/कार्यकारी समिति, जोधपुर विकास प्राधिकरण द्वारा  
क्रमांक ..... दिनांक ..... द्वारा जारी। जॉब संख्या ..... दिनांक .....  
राशि रु.....लाख

(b) संशोधित प्रशासनिक एवं वित्तीय स्वीकृति आयुक्त/कार्यकारी समिति .....  
क्रमांक .. दिनांक ..... राशि रु.....लाख

10 तकनिकी स्वीकृति का विवरण -

- (a) क्रमांक ..... दिनांक ..... राशि ..... स्वीकृति जारी करने वाले  
अधिकारी का नाम एवं पद .....
- (b) विस्तृत तकमिना (DPR) जिसमें BSR के क्रमांक अंकित हैं - सलग्न
- (c) शिड्यूल "एच" सम्मिलित की गई है तो "दरें" अधीक्षण अभियन्ता से स्वीकृत है यदि  
हों (शिड्यूल "एच" का दर विश्लेषण सलग्न) एवं स्वीकृति आदेश - सलग्न
- (d) कार्य की बाजार दर पर विश्लेषण सलग्न ..... है।
- (e) कार्यस्थल का नक्शा (Location-map) - सलग्न
- (f) कार्य से संबंधित टाईप-डिजाईन, सड़के मामलों में लेवल सीट - सलग्न
- (g) "जी" अनुसूची के प्रत्येक आईटम वाईज कम्पोनेन्ट (Component) गणना की गई  
है, तथा वह निदेशक (अभियान्त्रिकी) से स्वीकृत है।
- (h) भूमि के स्वामित्व का प्रमाण-पत्र - सलग्न (अधिषासी अभियन्ता द्वारा)

11. बजट का प्रावधान रु0 .....

12. बजट की मद संख्या .....

13. निविदा का प्रकार ( Single/ Limited/ Open ) :- .....

14. निविदा सूचना संख्या ..... दिनांक ..... आईटम नम्बर .....

(a) कार्य की अनुमानित लागत .....

(b) कार्य अवधि .....

(d) धरोहर राशि .....

(d) निविदा बेचने की अंतिम तिथि ..... समय .....

(e) निविदा प्राप्ति की दिनांक ..... समय .....

(f) निविदा खोलने की दिनांक ..... समय .....

15. 15.1 अल्पकालीन निविदा जारी की गई हो तो उसकी सक्षम स्वीकृति (निदेशक अभियान्त्रिकी) ली  
गई है, हों तो स्वीकृति सलग्न .....

15.2 अखबारों में प्रकाशन का विवरण-(DPIR No/sanvad ..... Date .....)  
अखबार का नाम ..... प्रकाशन दिनांक ..... अखबार की प्रतियाँ सलग्न

(a) .....

(b) .....

- (c) .....  
(d) .....

15.3 निविदा में संशोधन किया गया है तो संशोधन निविदा सूचना क्रमांक .....  
दिनांक .....

15.4 संशोधन के प्रकाशन का विवरण (अखबार व दिनांक)

- (a) .....  
(b) .....  
(c) .....  
(d) .....

15.5 क्या निविदा सूचना को State Public Procurement Portal की website <http://sppp.raj.nic.in> -  
JDA website [www.jdajodhpur.org](http://www.jdajodhpur.org) पर upload किया गया। .....

- 15.6 (a) "जी" अनुसूची की वास्तविक राशि रुपये ..... है जो स्वीकृत अनुमान की  
मात्राओं/राशि से मेल खाती है।  
(b) "जी" अनुसूची में सामान्य एवं विशेष शर्तें अंकित है ?  
(c) "जी" अनुसूची का आधार PWD BSR वर्ष ... ..

15.7 अधिशाषी अभियन्ता ने निविदा प्रपत्र के सभी पृष्ठों पर हस्ताक्षर किये हैं। (ई - निविदा सहित)

15.8 सभी करेक्शन (corrections), ओवर राइटिंग (over writing) को संवेदक एवं अधिशाषी  
अभियन्ता द्वारा सत्यापित किया गया है।

16. इस कार्य की धरोहर राशि रुपये ..... निम्न निविदादाताओं द्वारा जमा कराई गई -

क्रं सं.	नाम संवेदक	Cash Receipt/DD/BC का विवरण		
		क्रमांक	दिनांक	बैंक का नाम
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

17. निविदा खोलने हेतु गठित कमेटी के सदस्यों के नाम व पदनाम :-

1. ....
2. ....
3. ....

18. तकनीकी निविदा किस दिनांक व समय को खोली गई .....

19. तकनीकी तुलनात्मक विवरण अनुसार तकनीकी निविदा अनुमोदन का विवरण - ( पेज सं० .....)

S. No.	No. of participated Firm's	No. of Responsive Firm's	No. of Non-Responsive Firm's

20. वित्तीय निविदा प्रपत्र खोलने की दिनांक ..... व समय .....

21. निविदा प्रपत्रों का विक्रय संख्या ..... प्राप्त संख्या .....

22. तुलनात्मक विवरण ( पेज सं० .....)

23. तुलनात्मक विवरण अनुसार Lowest Rate ( % कम/अधिक) .....

24. Lowest Rate वाली फ़र्म का नाम .....

25. इस प्रकार के कार्य हेतु इसी जोन में गत दो वर्षों में दिए गए (Latest) कार्यदेश अनुसार न्यूनतम दर .....% कम/अधिक रही है।

अतः उपर्युक्तानुसार प्राप्त निविदा का तुलनात्मक विवरण तैयार कर अवलोकनार्थ एवं निणर्याथ प्रस्तुत है।

कनिष्ठ लेखाकार/सहायक लेखाधिकारी ग्रेड - II

अधिशाषी अभियन्ता

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## बिल पेश करते समय चैक लिस्ट (प्रत्येक बिल के साथ)

1. जोन .....  
पूर्व/पश्चिम/उत्तर/दक्षिण/मुख्यालय/पी.एच.ई./विद्युत  
आर.ओ.बी.
2. इस जोन के अन्तर्गत  
प्रस्तावित कार्यस्थल के  
संबंधित अधिकारियों  
के नाम .....  
JEN.....  
AEN .....  
XEN .....  
SE.....  
DE.....  
DF.....
3. कार्य का नाम .....
4. संवेदक का नाम मैसर्स ..... रजि. श्रेणी.....
5. अनुबन्ध संख्या ..... वर्ष ..... कार्यादेश राशि .....
6. कार्य का प्रकार (स्पष्ट लिखें) .....  
[(1) सड़क (2) घाट (3) नाली/नाला (4) फुटपाथ/डिवाईडर  
(5) जल (6) विद्युत (7) वृक्षारोपण/हरियाली (8) भवन निर्माण  
(9) रखरखाव (10) अन्य जन उपयोगी कार्य ]
7. कार्य का क्षेत्र .....  
[(1) योजना क्षेत्र (2) कच्ची बस्ती (3) कृषि भूमि रूपांतरित योजना  
(4) गैर योजना क्षेत्र (5) अन्य ]
8. (a) प्रशासनिक एवं वित्तीय स्वीकृति आयुक्त/कार्यकारी समिति, जोधपुर विकास प्राधिकरण द्वारा  
क्रमांक ..... दिनांक ..... द्वारा जारी। जाँच संख्या ..... दिनांक .....  
राशि रु.....लाख  
(b) संशोधित प्रशासनिक एवं वित्तीय स्वीकृति आयुक्त/कार्यकारी समिति .....  
क्रमांक ..... दिनांक ..... राशि रु.....लाख
9. तकनीकी स्वीकृति का विवरण -  
(a) क्रमांक ..... दिनांक ..... राशि रुपये ..... स्वीकृति  
जारी करने वाले अधिकारी का नाम एवं पद .....  
(b) संशोधित तकनीकी स्वीकृति का क्रमांक दिनांक ..... राशि रुपये .....



- (c) शिड्यूल "एच" सम्मिलित की गई है तो "दरें" अधीक्षण अभियन्ता से स्वीकृत है यदि  
हाँ (शिड्यूल "एच" का दर विश्लेषण सलग्न) एवं स्वीकृति आदेश क्रमांक ..... दिनांक ..
- (d) कार्यस्थल का नक्शा (Location-map) – सलग्न
- (e) कार्य से संबंधित टाईप-डिजाईन, सड़के मामलों में लेवल सीट – सलग्न

10. बजट का प्रावधान रु0 .....
- 11 बजट की मद संख्या .....
- 12 कार्य का अनुबन्ध रु..... के नॉन ज्यूडिसियल स्टाम्प पेपर पर दिनांक .....  
को हस्ताक्षरित है – या नहीं
13. उक्त कार्य की M.B. क्रमांक ..... वर्ष .....

- (1) MB जारी करने के हस्ताक्षर एवं दिनांक अंकित है – हाँ/नहीं
- (2) MB पर लोकेशन प्लान अंकित है – हाँ/नहीं
- (3) MB कार्य का स्केन मय नाप के अंकित है – हाँ/नहीं
- (4) MB में कार्य का संक्षिप्त विवरण के साथ की दिनांक अंकित है – हाँ/नहीं
- (5) MB का कार्य के ले-आउट देने की दिनांक अंकित है ..... हाँ/नहीं
- (6) MB में "Date of Record Entry" अंकित है। जिसका विवरण निम्नानुसार है।

S.N.	MB Page	Date of Record Entry

- (7) MB में माप के कार्य स्थल से कार्य स्थल के माप अंकित किये हैं – हाँ/नहीं
- (8) स्वीकृत कार्यस्थल से अलग कार्यस्थल का वर्णन MB अंकित किया है तो उल्लेख करावे-  
हाँ/नहीं
- (9) MB में दर को PR या R/R अंकित किया है तो कारणों का उल्लेख अनिवार्य है, उल्लेख किया गया है या नहीं
14. इस बिल का लोक निर्माण वित्तीय लेखानियम अनुसार अधिकारियों द्वारा माप पुस्तिका टेस्ट  
चेकिंग दर्शा दी गई है। जिसका निर्धारित प्रारूप में सलग्न है, पृष्ठ संख्या .....
- (i) सहायक अभियन्ता की चैकिंग – (a) EW work/selective Item – 100% as per Name हाँ/नहीं  
(b) Other Item - 50% as per Name हाँ/नहीं
- (ii) अधिशासी अभियन्ता द्वारा चैकिंग – (a) EW work/selective Item – 100% as per Name  
हाँ/नहीं  
(b) Other Item - 50% as per Name हाँ/नहीं
15. कार्यदेश में अंकित राशि ..... रनिंग/अन्तिम बिल की राशि रुपये .....  
इस बिल तक कुल व्यय .....

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16. कार्य प्रारम्भ करने की तिथि .....
17. कार्य पूर्णता की तिथि (कार्यादेश अनुसार) ..... वास्तविक दिनांक .....
18. क्या कार्य पूर्णता अवधि में छूट दी गई है। यदि कार्यपूर्णता की अवधि पूर्ण हो गई है तो अस्थाई समयावधि दिनांक ..... स्वीकृति क्रमांक दिनांक ..... पत्रावली पृष्ठ संख्या ..... संलग्न है।
19. अन्तिम समयावधि स्वीकृति प्रकरण निम्निदा स्वीकृति कमेटी 1..... 2..... 3..... द्वारा स्वीकृत है तथा स्वीकृति आदेश क्रमांक ..... दिनांक ..... संलग्न है।
20. बैंक गारण्टी रूपये ..... की बैंक का नाम ..... जारी दिनांक ..... प्रस्तुत की है जो S.D./P.G. के विरुद्ध प्राप्त है। बैंक गारण्टी को सत्यापन कराने हेतु पत्रांक ..... दिनांक ..... लिखा गया तथा बैंक के पत्रांक ..... दिनांक ..... को सत्यापन प्राप्त हुआ है।
21. बैंक गारण्टी का इन्द्राज "Bank Gutantee Register" में करवाकर अधिशाषी अभियन्ता के हस्ताक्षर करवा दिये हैं। बैंक गारण्टी की मूल प्रति Double Lock में तथा छायाप्रति पत्रावली में संलग्न पृष्ठ संख्या ..... से ..... तक है।
22. बिक्री कर की ई.सी. (E.C.) प्राप्त की गई है जिसको पत्रावली पृष्ठ संख्या ..... पर संलग्न है, के अनुसार ..... दर से कटौति की जानी है। अन्तिम बिल की स्थिति में Excess/Extra सहित Deviation Statement को बिक्री कर विभाग भिजवाकर नवीन ई.सी. (E.C.) प्राप्त की गई है अन्यथा अधिकतम दर ..... (6%) से पूरे कार्य की राशि काट ली गई है या नहीं।
23. रायल्टी की S.T.P प्राप्त की गई है जिसका सत्यापन माइनिंग विभाग से करवा लिया गया है तथा नियमानुसार कटौति की गई है। अन्तिम बिल की दशा में Excess/Extra सहित Deviation Statement को माइनिंग विभाग में प्रस्तुत करवाकर अन्तिम S.T.P की राशि के आधार पर कटौति की गई है हों या नहीं।
24. क्या कार्य स्थल पर कार्य का बोर्ड लगाया गया है। यदि हों तो फोटोग्राफ संलग्न है।
25. कार्य के पूर्व के फोटो ग्राफ व कार्य कराने के पश्चात के फोटोग्राफ संलग्न हैं।
26. बिल प्रस्तुत करने की दिनांक..... व आवक संख्या .....
27. कार्य सम्पादित निश्चित समय पर हुआ है या नहीं यदि नहीं तो अनुबन्ध की धारा 2 के तहत प्रोरेटा प्रोग्राम सम्पादित नहीं करने के फलस्वरूप क्षतिपूर्ति के विरुद्ध रोकी जाने वाली राशि.....
28. क्या कार्य की गुणवत्ता परीक्षण ( Quality Test ) कर लिया गया है। यदि हों तो संलग्न रिपोर्ट के पृष्ठ संख्या .....
29. क्या बिल की पत्रावली जो इस नोटशीट के साथ संलग्न है में सभी पृष्ठों पर पेज नम्बर को अंकन कर दिया गया है, यदि हों तो कुल पृष्ठों की संख्या .....

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30. बिल के साथ सलग्न अधिक आइटम (Excess item) राशि रुपये .....जो कि ..... द्वारा स्वीकृत है/ स्वीकृत की जानी है।
31. (a) बिल के साथ सलग्न अतिरिक्त कार्य (Extra item) की राशि रुपये .....जो कि द्वारा स्वीकृत है/स्वीकृत की जानी है।
- (b) Extra Item – Non BSR Item है तो उसका दर विश्लेषण के साथ अधीक्षण अभियन्ता से स्वीकृत करवा लिया गया है हाँ/नहीं
32. Deviation approval (यदि आइटम वाईज बढोतरी कोई हुई हो तो क्या अनुमोदन प्राप्त कर लिया है)। यदि हाँ तो Deviation राशि रु ..... व स्वीकृति दिनांक .....
33. कार्य का Deviation 10% से अधिक है अतः संशोधित तकमिना स्वीकृति जारी की जा चुकी है/की जानी है।
34. भौतिक सत्यापन का निर्धारित प्रारूप, बिल के साथ सलग्न है जिसके प्रत्येक पृष्ठ पर कमेटी के हस्ताक्षर है तथा कोई भी कॉलम या रिक्त नहीं छोड़ा गया। आवश्यक पूर्ति लिखित में अंकित की गई है। हाँ या नहीं
35. अनुबन्ध में दोष निवारण अवधि ..... है।
36. बिल से कोई कटौति प्रस्तावित है तो
- समयावधि प्रकरण की क्षतिपूर्ति राशि रुपये.....
  - विविध जमा (Misc. deposits) रुपये .....
  - अधिक भुगतान/ऑडिट रिकवरी रुपये .....
  - सुरक्षित अग्रिम की कटौति रुपये .....
  - रिस्क एवं कॉस्ट की रकवरी रुपये .....
  - अन्य कोई भी कटौति रुपये .....

उपरोक्त तथ्य पत्रावली एवं माप पुस्तिका के अनुसार सही है अतः .....बिल पारित करने हेतु प्रस्तुत है।

सहायक अभियन्ता

कनिष्ठ अभियन्ता

उपरोक्त सभी बिन्दुओं की जाँच पत्रावली एवं उपलब्ध तथ्यों से सत्यापित कर M.B की पूर्ण गुणतीय जाँच एवं अनुसूची का मिलान बिल की मात्राओं से कर बिल भौतिक सत्यापन कराने हेतु प्रस्तुत है।

अधिशापी अभियन्ता

कनिष्ठ लेखाकार/लेखाकार



# जोधपुर विकास प्राधिकरण, जोधपुर

रेलवे अस्पताल के सामने, रतानाडा, जोधपुर - 342001

फोन नं. - 0291-2612086, 2656355 फैक्स - 0291-2615372 ई मेल - jdajodhpur-rj@nic.in

क्रमांक:-जोविप्रा/2015/473

दिनांक:- 29 जुलाई 2015

## कार्यालय - आदेश

जोधपुर विकास प्राधिकरण द्वारा विभिन्न प्रकार के विकास कार्य कराये जाते हैं तथा कार्य की प्रकृति के अनुसार निर्धारित गुणवत्ता टेस्ट करवाये जाने अनिवार्य है। पूर्व में आयुक्त जोधपुर विकास प्राधिकरण हस्ताक्षरों से जारी निर्देश क्रमांक DE/2014/1085 दिनांक 22.04.14 एवं लेखा/1602 दिनांक 22.08.14 की निरन्तरता में भौतिक सत्यापन, गुणवत्ता रिपोर्ट का परीक्षण एवं उस पर टिप्पणी किया जाना अनिवार्य किया जाता है। विकास कार्यों के भौतिक सत्यापन के समय दो प्रकार की जाँच - (1) सामान्य जाँच (2) विशेष जाँच (कार्य की प्रकृति अनुसार) के बिन्दुओं पर विस्तृत टिप्पणी किया जाने से विकास कार्यों की गुणवत्ता में सुधार तथा पारदर्शिता में वृद्धि होगी।

अतः विकास कार्यों का भौतिक सत्यापन एवं गुणवत्ता परीक्षण हेतु निम्नानुसार तकनीकी समिति का गठन किया जाता है :-

क्र.सं	कार्यादेश स्वीकृति राशि	तकनीकी समिति
1	1 - 150 लाख तक	संबंधित अधीक्षण अभियन्ता, अधिशाषी अभियन्ता
2	150 से 500 लाख तक	निदेशक अभियांत्रिकी, संबंधित अधीक्षण अभियन्ता
3	500 लाख से अधिक	निदेशक अभियांत्रिकी, स्वतंत्र अधीक्षण अभियन्ता

उक्त तकनीकी समिति द्वारा विकास कार्यों का भौतिक सत्यापन एवं गुणवत्ता रिपोर्टों का परीक्षण कर अपनी रिपोर्ट सलग्न प्रारूप के बिन्दु संख्या 1 से 9 तक सामान्य जाँच तथा बिन्दु संख्या 11 से 19-17-15-21 तक विशेष जाँच पर विस्तृत टिप्पणी के साथ प्रस्तुत करेंगे।

  
आयुक्त

जोधपुर विकास प्राधिकरण  
जोधपुर

क्रमांक:-जोविप्रा/2015/

दिनांक:- 29 जुलाई 2015

प्रतिलिपि : वास्ते सुचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. निजी सचिव, (अध्यक्ष/आयुक्त), जोधपुर विकास प्राधिकरण, जोधपुर।
2. सचिव, जोधपुर विकास प्राधिकरण, जोधपुर।
3. उपायुक्त-पूर्व/पश्चिम/उत्तर/दक्षिण, जोधपुर विकास प्राधिकरण, जोधपुर।
4. निदेशक- अभियांत्रिकी/आयोजना/वित्त/विधि, जोधपुर विकास प्राधिकरण, जोधपुर।
5. मुख्य लेखाधिकारी प्रथम/द्वितीय, जोधपुर विकास प्राधिकरण, जोधपुर।
6. अधीक्षण अभियन्ता, (I,II,III) जोधपुर विकास प्राधिकरण, जोधपुर।
7. उप नगर नियोजक/सहायक नगर नियोजक, जोधपुर विकास प्राधिकरण, जोधपुर।
8. समस्त अधिशाषी/सहायक/कनिष्ठ अभियन्ताओं को निर्देशित किया जाता है वे सलग्न प्रारूप के बिन्दुओं (सामान्य व विशेष) तथा पूर्व में जारी निर्देशों की पूर्ण पालना कार्य सम्पादित करवाते समय सुनिश्चित करेंगे।

सलग्न - उपरोक्तानुसार पृष्ठ संख्या 1-15

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आयुक्त  
जोधपुर विकास प्राधिकरण  
जोधपुर



# जोधपुर विकास प्राधिकरण, जोधपुर

Annexure

रेलवे अस्पताल के सामने, सतनाला, जोधपुर - 342001

फोन नं. - 0291-2612086, 2656355 फैक्स - 0291-2615372 ई मेल - jdajodhpur-rj@nic.in

## कार्यस्थल का भौतिक सत्यापन एवं गुणवत्ता रिपोर्ट

- (1) कार्य का नाम .....
- (2) अनुसंख्या F 38 ( ) ..... जोन .....
- (3) कार्य सम्पादित करवाने वाले :- (a) XEN का नाम - श्री .....  
(b) AEN का नाम - श्री .....  
(c) JEN का नाम - श्री .....
- (4) निरीक्षणकर्ता का नाम श्री ..... पद .....

आज दिनांक ..... को कार्यस्थल के भौतिक सत्यापन हेतु श्री ..... अधिशाषी अभियन्ता के साथ दौरा किया तथा निम्नलिखित तथ्यों की जाँच एवं गुणवत्ता रिपोर्ट का परीक्षण किया :-

### सामान्य जाँच (General Observation)

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
1	माप पुस्तिका में कार्यस्थल का स्वस्पष्ट मानचित्र अंकित है या नहीं है।	
2	स्वीकृत कार्यस्थल से अन्यत्र कार्य सम्पादित करवाया गया है तो सक्षम स्वीकृत पत्रावली में पृष्ठ संख्या..... संलग्न है तथा कार्यस्थल मानचित्र में भी अंकित कर दिया गया है या नहीं।	
3	मौके पर अधिक/अतिरिक्त कार्य सम्पादित करवाया गया है यदि हाँ तो कार्य की मांगपत्र पत्रावली संलग्न है तथा इसकी विस्तृत तकमिना बनाकर सक्षम पूर्वानुमति ली गई है या नहीं।	
4	मौका निरीक्षण के समय कार्य प्रगति पर था/बन्द था/पूर्ण था/तो कब से दिनांक..... व्यवधान के विभागीय कारण - ..... संवेदक के खाते के कारण - .....	
5	कार्यस्थल पर कार्य की गति "निर्धारित गति सीमा" (Pro-rata) है है हाँ तो कार्य के मूल्य का प्रतिशत ..... है तथा नहीं तो कारण.....	

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# जोधपुर विकास प्राधिकरण, जोधपुर

रेलवे अस्पताल के सामने, शतानाड़ा, जोधपुर - 342001

फोन नं. - 0291 - 2612086, 2656355 फैक्स - 0291-2615372 ई मेल - jdajodhpur-rj@nic.in

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.																				
6	कार्यस्थल की फोटो सभी एंगल (कोणों) से लिया गया है तथा फोटो का स्वीकृत कार्य से मिलान हो रहा है। तथा AEN एवं XEN द्वारा फोटो प्रमाणित है।																					
7	<p>(a) कार्य स्थल पर तकनीकी अधिकारियों द्वारा की कितने निरीक्षण किये गये।</p> <table><thead><tr><th>AEN का नाम</th><th>दिनांक</th><th>XEN का नाम</th><th>दिनांक</th></tr></thead><tbody><tr><td>श्री .....</td><td>.....</td><td>श्री .....</td><td>.....</td></tr><tr><td>श्री .....</td><td>.....</td><td>श्री .....</td><td>.....</td></tr><tr><td>श्री .....</td><td>.....</td><td>श्री .....</td><td>.....</td></tr><tr><td>श्री .....</td><td>.....</td><td>श्री .....</td><td>.....</td></tr></tbody></table> <p>(b) निरीक्षण के समय मौके पर कोई बाधा उपलब्ध थी हों तो विवरण एवं सुझाव .....</p> <p>.....</p> <p>.....</p> <p>(c) कार्य पूर्ण होने की संभावित तिथि.....</p>	AEN का नाम	दिनांक	XEN का नाम	दिनांक	श्री .....	.....	श्री .....	.....	श्री .....	.....	श्री .....	.....	श्री .....	.....	श्री .....	.....	श्री .....	.....	श्री .....	.....	
AEN का नाम	दिनांक	XEN का नाम	दिनांक																			
श्री .....	.....	श्री .....	.....																			
श्री .....	.....	श्री .....	.....																			
श्री .....	.....	श्री .....	.....																			
श्री .....	.....	श्री .....	.....																			
8	<p>अन्तिम बिल की स्थिति में :-</p> <p>a) साईट क्लीयरेंस की गई है कोई मलवा/मेटेरियल कार्यस्थल पर है या नहीं है।</p> <p>b) स्वीकृत कार्यस्थल के साथ अन्यत्र कार्य सम्पादित किया गया है तो माप पुस्तिका के अन्त में स्वीकृत कार्य तथा अन्यत्र किये गये कार्य का स्थल मानचित्र बनाकर AEN,XEN ने हस्ताक्षर कर दिये गये है।</p>																					
9	अन्तिम समयावधि वृद्धि प्रकरण है तो अधिशाषी अभियन्ता द्वारा अंकित कारणों के समर्थन में साक्ष्य पत्रावली में पृष्ठ संख्या..... उपलब्ध है जो सही है। समयावधि वृद्धि प्रकरण में विभागीय के कारण .....दिवस तथा संवेदक के कारण देरी के .....दिवस है।																					





# जोधपुर विकास प्राधिकरण, जोधपुर

रेलवे अस्पताल के सामने, रातानाडा, जोधपुर - 342001

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## विशेष जाँच- डामर कार्य की गुणवत्ता

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
10	कार्य शुरू करने से पूर्व ISO - 9001 मानक के अनुसार जॉब मिक्स डिजाइन PWD/ Engineering College से अनुमोदित कराई गई है। यदि नहीं तो कारण :- ..... .....	
11	Compaction Test for soil -(By core cutter) संबंधी गुणवात टेस्ट PWD / Engineering College से करवाई गई है जो निर्धारित मानदण्डों के अनुरूप है तथा पत्रावली के पृष्ठ संख्या ..... पर संलग्न है। यदि नहीं तो कारण :- ..... .....	
12	Gradation Test - WBM/BM/WMM/SDBC संबंधी गुणवत्ता टेस्ट PWD / Engineering College से करवाई गई है जो निर्धारित मानदण्डों (Standards)के अनुरूप है तथा पत्रावली के पृष्ठ संख्या.....से.....तक संलग्न है। यदि नहीं तो कारण :- <div style="display: flex; justify-content: space-around;"> <div> <p>ग्रेड-III (53 MM to 22.4 MM)</p> <p>प्रमाण</p> </div> <div> <p>ग्रेड-II (63 MM to 45 MM)</p> <p>प्रमाण</p> </div> </div> <div style="display: flex; justify-content: space-around;"> <div> <p>1. 63 MM -----</p> <p>2. 53 MM -----</p> <p>3. 45 MM -----</p> <p>4. 22.4 MM -----</p> <p>5. 11.2 MM -----</p> </div> <div> <p>1. 90 MM -----</p> <p>2. 63 MM -----</p> <p>3. 53 MM -----</p> <p>4. 45 MM -----</p> <p>5. 22.4 MM -----</p> </div> </div>	



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रेलवे अस्पताल के सामने, यतानाडा, जोधपुर - 342001

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क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
13	Field Density Test of WMM/BM/GSM/SDBC संबंधी गुणवत्ता टेस्ट PWD/Engineering College से करवाई गई है जो निर्धारित मानदण्डों (Standards) के अनुरूप है तथा पत्रावली के पृष्ठ संख्या ... से ... तक पर संलग्न है। यदि नहीं तो कारण - ..... ..... .....	
14	Temperature of Mixture Test का निर्धारित प्रारूप में संधारित किया गया है। डामर प्लान्ट पर श्री ..... AEN/JEN दिनांक ..... को समय ..... से ..... तक उपस्थित रहे तथा कार्यस्थल पर श्री ..... कनिष्ठ अभियन्ता उपस्थित रहकर उक्त रिकॉर्ड एवं Record of bulk Bitumen संधारित किया जो पत्रावली के पृष्ठ संख्या ..... से ..... तक पर संलग्न है। यदि नहीं तो कारण :- ..... ..... .....	
15	Testing for Bitumen Extraction from mix संबंधी गुणवत्ता टेस्ट से करवाई गई है जो निर्धारित मानदण्डों के अनुरूप है तथा पत्रावली के पृष्ठ संख्या ..... से ..... तक संलग्न है:-  <div> <div>सेम्पल भरने की दिनांक</div> <div>PWD/Eng. College से प्राप्त गुणवत्ता रिपोर्ट क्रमांक व दिनांक</div> <div>परिणाम पर टिप्पणी</div> </div> <div> <div>1. ....</div> <div>2. ....</div> <div>3. ....</div> <div>4. ....</div> </div>	

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# जोधपुर विकास प्राधिकरण, जोधपुर

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क्र. सं.	विवरण	पत्रावली पृष्ठ सं.																																			
16	Bitumen Consumption statement को निर्धारित प्रारूप में तैयार किया गया है जिसमें Original CRC सलंगन की गई तथा संवेदक सहित अभियन्ताओं के हस्ताक्षर है। तथा Consumption statement नोर्स के अनुसार सही है। पत्रावली के पृष्ठ ..... पर उपलब्ध है। यदि नहीं तो कारण :-..... ..... .....																																				
17	सड़क निर्माण की MB में दर्ज मोटाई (Thickness) का ..... जगह से खोदकर परीक्षण किया गया जिसमें निम्नलिखित मोटाई पायी गई- <table><thead><tr><th></th><th>जगह जहाँ खुदाई की गई</th><th>WBM की प्राप्त मोटाई</th><th>WMM की प्राप्त मोटाई</th><th>BM की प्राप्त मोटाई</th><th>GSB की प्राप्त मोटाई</th><th>SDBC की प्राप्त मोटाई</th></tr></thead><tbody><tr><td>1</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td></tr><tr><td>2</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td></tr><tr><td>3</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td></tr><tr><td>4</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td><td>-----</td></tr></tbody></table>		जगह जहाँ खुदाई की गई	WBM की प्राप्त मोटाई	WMM की प्राप्त मोटाई	BM की प्राप्त मोटाई	GSB की प्राप्त मोटाई	SDBC की प्राप्त मोटाई	1	-----	-----	-----	-----	-----	-----	2	-----	-----	-----	-----	-----	-----	3	-----	-----	-----	-----	-----	-----	4	-----	-----	-----	-----	-----	-----	
	जगह जहाँ खुदाई की गई	WBM की प्राप्त मोटाई	WMM की प्राप्त मोटाई	BM की प्राप्त मोटाई	GSB की प्राप्त मोटाई	SDBC की प्राप्त मोटाई																															
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3	-----	-----	-----	-----	-----	-----																															
4	-----	-----	-----	-----	-----	-----																															
18	कार्य स्थल के निरीक्षण के उपरान्त निरीक्षणकर्ता अधिकारी के सुझाव..... ..... .....																																				
19	पूर्व निरीक्षण के समय दिये गये सुझावों की पालना पर टिप्पणी-..... ..... .....																																				

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# जोधपुर विकास प्राधिकरण, जोधपुर

रेलवे अस्पताल के सामने, राताजाडा, जोधपुर - 342001

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## विशेष जाँच - सीमेंट सड़क निर्माण की गुणवत्ता :-

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
10	कार्य शुरू करने से पूर्व ISO - 9001 मानक के अनुसार जॉब मिक्स डिजाईन PWD/ Engineering College से अनुमोदित कराई गई है। यदि नहीं तो कारण :-	
11	सीमेंट सड़क कार्य में ली गई सामग्री M-10/ M-15 का Compressive strength Test रिपोर्ट निम्नानुसार है।  Cube Test भरने की दिनांक      PWD/Eng. College से प्राप्त गुणवत्ता रिपोर्ट क्रमांक व दिनांक      परिणाम पर टिप्पणी  1..... 2..... 3..... 4.....	
12	सीमेंट सड़क कार्य में ली गई सामग्री M-20/ M-25/M-30 का Compressive strength Test रिपोर्ट निम्नानुसार है :-  Cube Test भरने की दिनांक      PWD/Eng. College से प्राप्त गुणवत्ता रिपोर्ट क्रमांक व दिनांक      परिणाम पर टिप्पणी  1..... 2..... 3..... 4.....	
13	सीमेंट सड़क का Core Cutter Test किया गया है तो उसका परिणाम पर टिप्पणी। (बिना उक्त अन्तिम बिल पारित नहीं किया जावे) -	



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क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
14	सीमेन्ट सड़क को..... जगह से खोदकर परीक्षण किया गया जिसमें निम्नलिखित मोटाई पाई गई -  जगह जहाँ से खोदा गया अनुपात ..... अनुपात .....  1. .... 2. ....	
15	कार्यस्थल रिकार्ड के अनुसार सीमेन्ट सड़क निर्माण में Cement Consumption statement तैयार किया गया है जो निम्नानुसार है। कार्य करवाते समय सीमेन्ट का साईट पर स्टेकिंग करवाई गई।  1. सीमेन्ट कंकरीट M-10/M-15 Consumption.....बैग सही है। 2. सीमेन्ट कंकरीट M-20/M-25/M-30 में Consumption .....बैग सही है।	
16	कार्यस्थल के निरीक्षण के उपरान्त निरीक्षणकर्ता अधिकारी के सुझाव ..... ..... ..... .....	
17	पूर्व निरीक्षण के समय दिये गये सुझावों की पालना पर टिप्पणी ..... ..... ..... .....	

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# जोधपुर विकास प्राधिकरण, जोधपुर

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## विशेष जाँच - इन्टरलॉकिंग टाइल्स कार्य की गुणवत्ता :-

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
10	Earth Work हेतु लेवल दिये गये थे जिसकी लेवल शीट पत्रावली में संलग्न है या नहीं है।	
11	लेवल शीट के अनुसार Earth Work के माप का मिलान किया जो सही है या मिलान नहीं किया गया।	
12	सीमेंट कंकरीट का कार्य में ली गई सामग्री अनुपात..... का रिपोर्ट निम्नानुसार है Cube Test भरने PWD/Eng. College से प्राप्त परिणाम पर दिखणी दिनांक गुणवत्ता रिपोर्ट क्रमांक व दिनांक 1..... 2..... 3..... 4.....	
13	मौके पर लगाई गई "इन्टरलॉकिंग टाइल्स" का Compressive strength Test रिपोर्ट निम्नानुसार है :- सम्पल की दिनांक PWD/Eng. College से प्राप्त परिणाम पर दिखणी गुणवत्ता रिपोर्ट क्रमांक व दिनांक 1.....(Shape)..... 2..... 3.....(Area)..... 4.....	
14	"इन्टरलॉकिंग टाइल्स" को सही केम्बर में लगाया गया है या नहीं लगाया गया है।	

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क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
15	इन्टरलॉकिंग टाइल्स कार्य में सीमेंट कंकरीट कार्य का ..... जगह से खोदकर परीक्षण किया गया जिसमें निम्नलिखित मोटाई चाही गई।  जगह जहाँ से खोदा गया      अनुपात .....      अनुपात .....  1. ....  2. ....  3 .....  4. ....	
16	कार्यस्थल के निरीक्षण के उपरान्त निरीक्षणकर्ता अधिकारी के सुझाव .....	
17	पूर्व निरीक्षण के समय दिये गये सुझावों की पालना पर टिप्पणी .....	

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**विशेष जॉच - सिविल निर्माण कार्य (भवन/नाला/नाली/चारदिवारी) की गुणवत्ता :-**

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.																				
10	<p>उपयोग में ली जा रही सामग्री का ग्रेडेशन टेस्ट निम्नानुसार किया गया—</p> <p>ग्रेडेशन टेस्ट – (Gradation Test)</p> <table><thead><tr><th></th><th>नमूने लेने की दिनांक</th><th>परिणाम</th></tr></thead><tbody><tr><td>1. बजरी</td><td>.....</td><td>.....</td></tr><tr><td>2. गिट्टी</td><td>.....</td><td>.....</td></tr><tr><td>3. मूंगिया</td><td>.....</td><td>.....</td></tr></tbody></table>		नमूने लेने की दिनांक	परिणाम	1. बजरी	.....	.....	2. गिट्टी	.....	.....	3. मूंगिया	.....	.....									
	नमूने लेने की दिनांक	परिणाम																				
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11	<p>इम्पेक्ट टेस्ट – (Impact)</p> <table><thead><tr><th></th><th>नमूने लेने की दिनांक</th><th>परिणाम</th></tr></thead><tbody><tr><td>1. बजरी</td><td>.....</td><td>.....</td></tr><tr><td>2. गिट्टी</td><td>.....</td><td>.....</td></tr><tr><td>3. मूंगिया</td><td>.....</td><td>.....</td></tr><tr><td>4. ब्लास्ट / मूंगिया</td><td>.....</td><td>.....</td></tr></tbody></table>		नमूने लेने की दिनांक	परिणाम	1. बजरी	.....	.....	2. गिट्टी	.....	.....	3. मूंगिया	.....	.....	4. ब्लास्ट / मूंगिया	.....	.....						
	नमूने लेने की दिनांक	परिणाम																				
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12	<p>Water absorption Test</p> <table><thead><tr><th></th><th>नमूने लेने की दिनांक</th><th>परिणाम</th></tr></thead><tbody><tr><td>1. मूंगिया</td><td>.....</td><td>.....</td></tr><tr><td>2. ब्लास्ट / मूंगिया</td><td>.....</td><td>.....</td></tr></tbody></table>		नमूने लेने की दिनांक	परिणाम	1. मूंगिया	.....	.....	2. ब्लास्ट / मूंगिया	.....	.....												
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13	<p>सीमेन्ट मोरटार टेस्ट किया गया –</p> <table><thead><tr><th>अनुपात</th><th>नमूने लेने की दिनांक</th><th>परिणाम</th><th>नमूने लेने वाले JEN का नाम</th></tr></thead><tbody><tr><td>1 : 8</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>1 : 6</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>1 : 4</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>1 : 3</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	अनुपात	नमूने लेने की दिनांक	परिणाम	नमूने लेने वाले JEN का नाम	1 : 8	.....	.....	.....	1 : 6	.....	.....	.....	1 : 4	.....	.....	.....	1 : 3	.....	.....	.....	
अनुपात	नमूने लेने की दिनांक	परिणाम	नमूने लेने वाले JEN का नाम																			
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क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
14	सीमेन्ट कंकरीट टेस्ट किया गया - <div> <div>अनुपात</div> <div>नमूने लेने की दिनांक</div> <div>परिणाम</div> <div>नमूने लेने वाले JEN का नाम</div> </div> <div> 1 : 4 : 8 .....  1 : 3 : 6 .....  1 : 2 : 4 .....  1 : 1.5 : 3 ..... </div>	
15	निर्माण कार्य में तराई की व्यवस्था पर टिप्पणी- ..... .....	
16	कार्यस्थल के निरीक्षण के उपरान्त निरीक्षणकर्ता अधिकारी के सुझाव ..... ..... .....	
17	पूर्व निरीक्षण के समय दिये गये सुझावों की पालना पर टिप्पणी ..... ..... .....	

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# जोधपुर विकास प्राधिकरण, जोधपुर

रेलवे अस्पताल के सामने, रतानाडा, जोधपुर - 342001

फोन नं. - 0291-2612086, 2656355 फैक्स - 0291-2615372 ई मेल - jdajodhpur-rj@nic.in

## विशेष जाँच - सीवर लाईन कार्य की गुणवत्ता :-

क्र. सं.	विवरण	पत्रावली पृष्ठ सं.
10	सीवर लाईन के पाइप का (Third party inspection) करवाया गया जिसका विवरण...	
11	हाइड्रोलिक टेस्ट किया गया जिसका विवरण -	
12	सीमेन्ट मोर्टार टेस्ट - <div> <div>अनुपात</div> <div>नमूने लेने की दिनांक</div> <div>परिणाम पर टिप्पणी</div> </div> <div> <div>1 : 6</div> <div></div> <div></div> </div> <div> <div>1 : 4</div> <div></div> <div></div> </div> <div> <div>1 : 3</div> <div></div> <div></div> </div> <div> <div>1 : 2</div> <div></div> <div></div> </div>	
13	सीमेन्ट कंकरीट टेस्ट - <div> <div>अनुपात</div> <div>नमूने लेने की दिनांक</div> <div>परिणाम पर टिप्पणी</div> </div> <div> <div>1 : 2 : 4</div> <div></div> <div></div> </div> <div> <div>1 : 3 : 6</div> <div></div> <div></div> </div> <div> <div>1 : 1.5 : 3</div> <div></div> <div></div> </div> <div> <div>1 : 4 : 8</div> <div></div> <div></div> </div>	
14	कार्यस्थल के निरीक्षण के उपरान्त निरीक्षणकर्ता अधिकारी के सुझाव	
15	पूर्व निरीक्षण के समय दिये गये सुझावों की पालना पर टिप्पणी	

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विशेष जाँच - इलेक्ट्रिक कार्य की गुणवत्ता :-

## 10. Testing of Cables

S.No	Cable & Brand	Date of Sample Taken	Testing Agency	Comments on Result
1	11 KV			
2	L-T			
3	25 X 4			
4	16 X 4			
5	6X 2			
6				
7				

## 11. Testing of Transformers

S.No	Capacity	Date of Inspection	Testing Agency	Comments on Result
1				
2				
3				
4				
5				



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S.NO.	Particulas	As per of Electrical Work	As provided at site
12.	Conduit pipe & Accessories	Size - 20 mm 25 mm 32 mm Make - AKM/EMKAY Thichness - 18 SWG	
13.	Metal Bokes	Size - 7" x 4" 8" x 4" 10" x 4" Gauge/ Thickness - 18 SWG Hight Of Installation- 4' 10'	
14.	Wiring	Make of Wire/ Rating power plug wiring in 4 sqmm (loop 2.5 sqmm) multi-stand	
15.	Test Certificate		
16.	Accessories	Switch/socket MCB/IOS/ATOR DB:TPN:SPN:AC box	
17.	Fixtues	Make/sweep of Fan Make/sweep of Exhaust Fan Make/sweep of Light fixtures	
18.	Cable A. Make/size- side of cable	Make/size- poly cable/650 m Dia of Cable /Wire	
19.	B. Lyric of cable	Open/on Wall/underground in pipe/ in trench	
20.	Earthing	Type of earch pipe plate- GI/cooper Earth Resistance 1.0-1.50 ohm size of earth electrode wire,strip -GI/copper	

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21.	Electrical Panel	<ul style="list-style-type: none"> <li>- Thicknes/Gauge of Sheet</li> <li>- Size/ metal of bus bar</li> <li>- Spally between bus bar</li> <li>- Connections through proper lerge</li> <li>- Fixing with proper glande</li> </ul>	
<u>Suggestions &amp; Recommendations</u>			
Item		Suggestions & Recommendations	
<u>Approved Drawing</u>			
<u>Electrical Drowing</u>			
<u>Safty</u>			
<u>Testing Certifiante</u>			

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