

Government of Rajasthan Office of Project Director

Rajasthan Urban Infrastructure Development Project

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Sub: Construction Management System - Circular No. -32

Ref: Guidelines for payments/deposits by the line department against their liability under RUSDIP works.

It has been observed that in RUIDP Phase-I; to maintain the pace of ongoing works/functioning of the created assets; RUIDP has made some payments e.g. cost of land, O&M charges, shifting of utility and payment of power bills etc. which were primarily the liability of Line departments. Later it becomes very difficult to recover such amount from the line departments. In the matter Audit has also took a serious view on such payments and non-recovery from line departments. To avoid such a situation in RUIDP Phase-II, quidelines are issued as follows:

- 1. For the works related to state departments (ie. works related to water supply, waste water, heritage, roads & bridges related to state, consultancy, implementation arrangement etc.); the State Cabinet in its meeting dated 05.03.2008 and further dated 30.08.2008, has approved that Government will bear corresponding share, during execution (30%) and repayment of the loan (70%) for their components and responsibility of payment, O&M of the works under its jurisdiction (Refer the Cabinet Memo's) and to implement all related reforms / loan conditions agreed in the Project & Loan Agreement.
- 2. For the works related to ULB's (ie. drainage, Solid waste Management, fire fighting, slum improvements, equipments for ULB's etc.); an On-lending agreement has been signed between GOR and each ULB that the ULB shall pay 30% of the cost of its respective total investment program as own contribution to RUSDIP during execution. This 30% amount of own contribution shall be deposited in maximum five installments. Detailed guidelines for recovery of own contribution is being circulated separately through CMS circular.
- 3. The ULB shall also perform all obligations set forth in schedule 5 to the loan agreement and project agreement and all action prescribed in the institutional and financial improvement action plan as per appendix C and D of Loan Agreement.
- 4. The land for civil works is to be provided by the line department / ULB. In case it involves cost then the line department / ULB has to pay the cost of land.
- 5. The O&M expenditure on the assets created are to be borne by the concern Line department. The concerned department shall make available promptly, as needed, the funds, facilities, services for operation and maintenance (O&M) of the works under its jurisdiction. It should be clearly understood that no provision in the head of O&M is available in the Project.
- 6. The XEN IPIU should inform all line departments about such deposits/liabilities to be catered by the line departments from time to time in utilization of created assets under RUSDIP works; in the very beginning as soon as they are identified and should be updated from time to time by XEn IPIU. The line departments should be asked to deposit all statutory charges to Railways / forest, minor land acquisition, electricity bills for the O&M period, payments related to O&M etc; except correction of defects in defect liability period from the Contractor.
- 7. The XEn IPIU should proactively and regularly inform the line department for keeping budget provision for such deposits/liabilities in the current year as well as in future years. He will also inform likely date of handing over the assets created by RUIDP for which the concerned line department will timely make all necessary arrangements like funds, facilities, services for operation and maintenance (O&M) of the works etc.
- 8. All the required connections such as electricity, water etc. for commissioning of the created assets should be in the name of Line Department. Amount demanded for this

purpose by demand note shall be deposited by RUIDP from provisional Sum of the Contract.

9. In cases of O&M included in the Contract executed by RUIDP for individual subproject; a Tripartite Agreement should be signed among RUIDP (on behalf of LSGD), the line department and the Contractor to ensure proper operation and maintenance (O&M) and its payment to the Contractor by the line department. The BG for O&M period should also be taken accordingly.

All the members of PMU, IPIU, IPMC and DSC should abide this circular.

(Dinesh Kumar)
Project Director

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Copy to following for information and necessary action:

- Addl. PD -I & II/ FA/ Dy. PD (T)/ Dy. PD (Adm.)/ ŚE (WW&WS) / PO (all)/ Sr. AO / All APOs / AAO/ PA to PD PMU, RUIDP, Jaipur.
- 2 SE Jodhpur, Executive Engineer/APO's, IPIU, RUSDIP (Concerned), Alwar, Baran-Chhabra, Barmer, Bharatpur, Bundi, Chittorgarh, Churu, Dhaulpur, Jaisalmer, Jhalawar-Jhalarapatan, Karauli, Nagaur, Rajsamand, Sawai Madhopur and Sikar.
- 3 Team Leader IPMC, DSC-I, Bharatpur, DSC-II, Nagaur, DSC-III, Jhalawar, RUSDIP
- 4 DSC-I, Alwar/ Dholpur/ Karauli/ Sawai Madhopur, DSC-II, Churu/ Jaisalmer/ Barmer/ Sikar and DSC-III, Chittorgarh/ / Rajsamand/ Bundi/ Baran, RUSDIP.
- 5. ACP, RUIDP, Jaipur to send by e-mail and put up the circular on the website.

Dy. Project Director (T)