



OFFICE OF THE

Ce. No. 1318  
R.R. No. 22/2/18

2381  
93/2/18  
RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD. (Corporate Identity Number (CIN): U40109RJ2000SGCO16485)  
(AN ISO 9001-2008 CERTIFIED CO.)

OFFICE OF THE CHIEF ENGINEER (CIVIL),  
CHAMBAL GSS : HAWA SARAK : JAIPUR.

Tele & Fax No. 2296570 : Email : [ce.civil@rvpn.co.in](mailto:ce.civil@rvpn.co.in)

NO. RRVPNL/CE/CIVIL/F./JPR/D. 2220

22 February, 2018

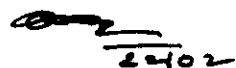
**ORDER**

Sub:- Amendment in Contract Agreement for civil works and General rules and Guidelines of Contractors.

The Board of Directors, RVPN in its 267<sup>th</sup> meeting held on 22.01.2018 has approved the Amendment in existing Contract Agreement and General Rules & Guidelines of Contractors for civil works which shall come into force with effect from 15.03.2018.

The amendments in the contract agreement for civil works and general rules and guidelines of contractors shall be read with the existing contract agreement for civil works approved by Board of Directors of RVPN with respective amendments done at time to time. It will not affect the past contracts/ agreements.

Encl: Minutes of Meeting  
For amendments

  
2402  
(Atul Sharma)  
Chief Engineer (Civil)

Copy submitted/forwarded to the following along with approved amendments for information and necessary action:

1. The Chief Controller of Accounts, RVPN, Jaipur.
2. The Secretary (Admn.), RVPN, Jaipur.
3. The Chief Engineer (PPD/IT/Procurement/MPT&S/NPP&RA/LD/ ), RVPN, Jaipur.
4. The Zonal Chief Engineer (T&C), RVPN, Jaipur/Ajmer/Jodhpur.
5. The Addl. Chief Engineer (Civil), RVPN, Jaipur/Ajmer/Jodhpur.
6. The Company Secretary, RVPN,
7. The Controller of Internal Audit, RVPN, Jaipur.
8. The Chief Accounts Officer (A/Cs & W&M/Procurement/PP&D), RVPN, Jaipur.
9. Superintending Engineer (Civil), RVPN, Jaipur/Kota /Ajmer/Bikaner /Jodhpur / Udaipur.
10. The In-charge, Data Centre, RVPN, Chambal GSS, Hawa Sarak, Jaipur.
11. The Dy. Controller of Accounts (P&F), RVPN, Jaipur.
12. TA to CMD RVPN, Jaipur.
13. PS to Director (Finance), RVPN, Jaipur.
14. TA to Director (Operations)/ (Technical), RVPN, Jaipur.
15. Office Order/ Master File.

  
2402  
Chief Engineer (Civil)

PA/SOL (MIS&IT)  
27

AEM (US)

XEV-I (MIS&IT)  
27/2/18

23/2/18

Minutes of the 267<sup>th</sup> meeting of the Board of Directors of  
M/s Rajasthan Rajya Vidyut Prasaran Nigam Limited (RVPN)  
held on Monday, the 22<sup>nd</sup> day of January, 2018 from 3:00 PM to 4:00 PM  
at Board Room situated at the registered office of the Company  
at Vidyut Bhawan, Jyoti Nagar, Jaipur.

Directors Present:

- |    |                            |                              |
|----|----------------------------|------------------------------|
| 1. | Shri Sanjay Malhotra, IAS  | Chairman & Managing Director |
| 2. | Shri Rajendra Prasad Singh | Independent Director         |
| 3. | Shri Sandeep Dheer         | Director (Finance) & CFO     |
| 4. | Shri Kamal Jain            | Director (Technical)         |
| 5. | Shri Vinod Kumar Mishra    | Director (Operations)        |

Leave of Absence:

Leave of absence was granted to Smt. Manju Rajpal, IAS, Director and MS Arti Dogra, IAS, Director, who could not attend the meeting owing to other pre-occupations.

In Attendance:

Shri Vijay Mathur, Company Secretary, RVPN.

Quorum:

The Board was informed that the quorum was present and thereupon the Chairman called the meeting to order. The quorum was present throughout the meeting.

The Board transacted the following business:

- 267.(i) (i) To take note of resignation of Shri C.V.R. Murty, Independent Director, RVPN; (ii) to request State Government for selection of requisite number of Independent Directors and (iii) to take decision in respect of re-constitution of various Committees of the Board of RVPN.
- (i) To take note of resignation of Shri C.V.R. Murty, Independent Director, RVPN:

The Board was informed about the copy of letter dated 10.1.2018 of Shri C.V.R. Murty (DIN: 07580632), Independent Director, RVPN, received by RVPN on 15.1.2018, vide which he had resigned from the position of Independent Director, RVPN due to personal reasons.

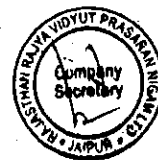


Regulation concerned	Subject Matter
Regulation 29-A of RVPN Pension Regulations, 1988.	Grant of Ex-gratia to the family of employee(s) who dies while on duty. {Order No. RVPN / AAO / F&R / F. 42 (Pt.II) / D. 170 dated 13.12.2017 (RVPN F&R No. 1144).}
Regulation 19 (a) of RVPN Employees Pension Regulations, 1988.	Admissibility of Gratuity on resignation. {Order No. RVPN / AAO / F&R / F. 42 (Pt.II) / D. 171 dated 13.12.2017 (RVPN F&R No. 1145).}
Amendments in Engineers Service Regulations, 2016.	Inserting the provision for reservation of vacancies for persons with disabilities. {Order No. RVPN / AAO / F&R / F. 26 (Pt.II) / D. 172 dated 13.12.2017 (RVPN F&R No. 1146).}
Amendment in Schedule-II appended with Engineers Service Regulations, 2016.	Amendment in the syllabus prescribed for written competitive exams for the post of Assistant Engineer, Junior Engineer. {Order No. RVPN / AAO / F&R / F. 26 (Pt.II) / D. 172 dated 13.12.2017 (RVPN F&R No. 1146).}
Amendments in Engineers Service Regulations, 2016.	Incorporate provisions for strengthening the IT cadre in Engineers Service Regulations, 2016. {Order No. RVPN / AAO / F&R / F. 26 (Pt.II) / D. 172 dated 13.12.2017 (RVPN F&R No. 1146).} This is subject to approval of the Finance Department, GoR.
Amendment in Engineers Service Regulations, 2016.	Amendment in Engineers Service Regulations, 2016 regarding relaxation in experience for promotion. {Order No. RVPN / AAO / F&R / F. 26 (Pt.II) / D. 172 dated 13.12.2017 (RVPN F&R No. 1146).}

267.9 To make amendments in Contract Agreement for civil works and General Rules and directions for guidance of contractors.

The Board considered the proposal as contained in the agenda note and passed the following resolution:

"RESOLVED THAT amendments in the contract agreement for civil works and general rules and direction for guidance of contractors, as circulated with the agenda note and annexed herewith as Annexure-B to these minutes forming part of these minutes, be and are hereby approved."



*Annexure-B to Item No. 267.9 of 267<sup>th</sup> Board meeting held on 22.1.2018*

**(A) Amendment required due to RTPP Act 2012 and Rules 2013**

General rule No:	Existing Provision of contract agreement	Proposed / approved amendment
15 (i)	Where there is a difference between the rates quoted in figures and words, lower of the two rates shall be taken as valid and correct rate.	If there is discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
15 (ii)	When rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor taken as correct and not the amount worked out.	If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
15 (iii) & 15 (iv)		No Change
15 (v)	New Insert	If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotal shall prevail and the total shall be corrected.
30	New Insert	In case there is a conflict in the provisions of Rajasthan Transparency of Public Procurement Rules (RTPPR) and Provisions of contract agreement, the provisions of RTPPR will prevail.
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 instruction 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	No change



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 order.

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

i) No change

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

ii) No change

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.

iii) No change



<p>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, the contractor shall within 7 days of the date of receipt of order to carry out 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 no settlement of rates on items falling under the clause.</p> <p>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.</p> <p>For the purpose of operation of clause 12 (v) the following works shall be treated as work relating to foundations:</p> <p>a) For buildings, compound wall plinth level or 1.2 meter (4 ft) above ground level whichever is lower, excluding items above flooring and DPC but including base concrete below the floors.</p> <p>b) For abutments, piers retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.</p>	<p>iv) No change</p> <p>v) deleted</p>
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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.

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-12 A

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).

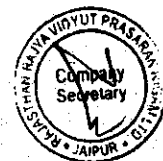
In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause-12 above, the contractor shall

The total value of additional quantities shall not exceed 50% of the total contract value, unless otherwise mutually agreed by the Engineer in charge and the Contractor.



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 no settlement of rates of item 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.





**(B)Amendment required due to Goods and Service Tax Implementation**

To be New insert in clause -2 in the end		Compensation to be paid by the contractor will attract GST at applicable rate
Clause-36C of Contract Agreement.	<p><u>Payment of Taxes:</u> All taxes, duty, levies, royalty and other liabilities in respect of all works, services, supplies etc. under the contract shall be the entire responsibility of the contractor. The contractor shall bear and pay value added tax (VAT), service tax and all other taxes including duty, levy, royalty and other liabilities in connection with the discharge of his obligation under the contract/ order relating to supply of material, service rendered, work performed etc. It is understood and agreed that if the Nigam under any law or otherwise, is made to pay and deposit any tax, duty levy royalty etc. either wholly or partly, as presently in case of service tax under reserve charge mechanism, the contractor shall be liable to reimburse the amount to the Nigam and for that the Nigam shall be entitled to recover the amount from the bill, running or final, of the contractor or in any other manner to make immediate and effective realization. To be specific, the Nigam shall be exposed only to a known or determined liability under the contract and all other liabilities regarding tax, duties, levies etc. arising out of the contractor.</p> <p>In case where in some material is being supplied free of cost by Nigam, the service tax liability on the cost of such material will be borne by Nigam while deducting service tax amount from contractor</p>	<p><u>Payment of Taxes:</u> All taxes, duties, levies, royalty and other liabilities in respect of all works, services, supplies etc. under the contract shall be the entire responsibility of the contractor except GST. The GST shall be borne by the Nigam at applicable rates. It is understood and agreed that if the Nigam under any law or otherwise, is made to pay and deposit any tax, duty levy royalty etc., the contractor shall be liable to reimburse the amount to the Nigam and for that the Nigam shall be entitled to recover the amount from the bill, running or final, of the contractor or in any other manner to make immediate and effective realization. To be specific, the Nigam shall be exposed only to a known or determined liability under the contract and all other liabilities regarding tax, duties, levies etc. arising out of the contract shall be of the contractor. In cases where in some material is supplied free of cost by Nigam, the GST liability on the cost of such material will be borne by Nigam</p>



	<p>bills, service tax on the cost of material supplied free of cost by Nigam would not be added.</p> <p>In view of directions issued by the WTDs of RVPN during meeting held on dated 11.06.2015, It was amended that all taxes shall be borne by contractor except Service Tax which will be payable at applicable rate by RVPN.</p>	
Clause-36D of Contract Agreement.	<p><u>Payment of sales tax</u></p> <p>In respect of Goods and materials procured by the Contractor, for use in works under contract, sales tax will be paid by the contractor, himself. Likewise all such goods manufactured and supplied by the contractor and work executed under the contract, the responsibility of the payment of sales tax would also be that of the contractor.</p>	This clause is deleted.
General Rule No.13 of Contract Agreement.	<p>Value Added Tax (VAT) or any other tax on materials, Service Tax on reverse charges basis, work contract tax (WCT) or any other tax on labour component shall be governed by clause 36-A, 36-B and 36-C of the condition of contract. Deduction of Income Tax at source will be made as per provision of Income Tax in force from time to time.</p>	All tax on material, or income tax in respect of the contract shall be governed by clause No. 36 A, B and C of the condition of contract. Deduction of income tax or any other tax, at source will be made as per legal provisions in force from time to time.

**(C) Amendment required as per Govt. of Rajasthan PWD Agreement:**

Clause-8 & Clause-8A of Contract Agreement.	No Change
To be New insert as Clause- 8 B	<p><u>Recovery of cost of preparation of the bill</u></p> <p>In case contractor (all classes) does not submit the bill within time fixed, the Engineer in charge may prepare the bill as per provision of clause 8 of the condition of contract. Deduction @ 0.5% of amount of such a bill shall be made and credited to the General revenue on account of preparation of bill.</p>



Clause-37	<u>Refund of performance guarantee and Security deposit:</u>	<u>Refund of performance guarantee and Security deposit:</u>
	<p>The security deposit shall be refunded after the expiry of the period as prescribed below:</p> <p>(a) In case of contracts relating to hiring of trucks and other T&amp;P, transportation including loading unloading of material, the amount of security deposit is refundable along with the final bill.</p> <p>(b) Supplies of material As per provision of G.F.&amp; A.R.</p> <p>(c) Ordinary repairs: 3 months after the completion of the work provided the final bill has been paid.</p> <p>(d) Original works/ special repair/ renewal works: 6 months after completion except in case of works, such as building works, bridge works, cross drainage works etc. where security deposit will be refunded 6 months after completion or expiry of one full rainy season which ever is later, provided the final bill has been paid.</p> <p>(e) However the security deposit shall not be refunded if legal liabilities arising out of contract have not been discharged.</p>	<p>The security deposit shall be refunded after the expiry of the period as prescribed below</p> <p>(a) No change</p> <p>(b) No change</p> <p>(c) Ordinary repairs: 12 months after the completion of work, provided the final bill has been paid and work found satisfactory.</p> <p>(d) Original works/ special repair/ renewal works: 2 years after completion of work or after expiry of defect liability period as defined in the special condition of agreement, if any whichever is later provided the final bill has been paid.</p> <p>(e) No change</p>

