

**RAJASTHAN HOUSING BOARD, JAIPUR**

S.No. 447

Date : 22.2.18

**ORDER**

In supersession of order No. 1458 dt. 20.02.2014 this order is being issued regarding additional clause 36 E, 52 N & 53 N shall be included in the contract agreement with immediate effect, due to provision of defect liability period being 5 years in RERA Act.

Clause 36 E	The bidder shall include all taxes, including GST in full (Prevaling rate is 4.944%), i.e. both RHB's liability as well as the bidder's liability on award of the work. Any amendments/ changes made from time to time in the GST applicability/ rules shall also be applicable. Hence the bidder may quote their T.P. rates inclusive of all type of taxes.	
Clause 52	Rajasthan Transparency In Public Procurement Act, 2012 and the Rules 2013 are in force since 26th January 2013. Hence matters covered by the said Act and the rules, shall supercede all the existing provisions of PWF & AR and matters mentioned elsewhere in the tender/ contract agreement.	
Clause 53	<b>Defect Liability Period</b> The defect liability period for various works shall be as follows :	
	<b>A. Road &amp; Bridge Work</b>	<b>Period</b>
	Roads/ Bridges, C.D. work, road widening, strengthening, up-gradation, renewal and special repairs of roads and special repairs of bridges/ C.D. works for roads of 18 meters wide and above.  Note :- Some essential road cuts may still be required such as to lay water/ sewer connections, telephone, cables etc. during the period of contract/ defect liability. In such cases a formal approval of the competent authority shall always be required and the executing agency/ person will be duly authorized for the road cut on formal request, after depositing the prescribed charges with the Board for repairs etc. The contractor shall be required to repair such road cuts, for which he shall be paid the due charges.	3 Years
	<b>B. Defect Liability for independent houses/multi-storied building etc. under RERA projects :-</b> It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Contractor as per this Agreement relating to such development is brought to the notice of the Contractor within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Contractor to rectify such defects without further charges, within thirty days, and in the event of Contractor's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. The compensation shall be paid by the contractor.	5 Years
	<b>Defect Liability :-</b> The Contractor shall be responsible for rectification of defects noticed during the period mentioned as detailed above from the certified date of completion by RAJASTHAN HOUSING BOARD. This period shall be known as Defect Liability Period. The contractor (successful bidder) shall be responsible to make good the defect and remedy at his own expense & within such period as may be stipulated by the RHB's Engineer in charge of the work and defects	

	<p>which may develop or be noticed before the expiry of the period as detailed above from the certified date of completion, Further the contractor shall be liable and make good the defects etc which are intimated to the contractor within 7 days of expiry of the said certified date of completion by a letter sent by hand delivery or by registered post.</p> <p>Any defect as intimated by the Board official shall be rectified by contractor within one week of such intimation in writing. If the same is not carried out in the stipulated time, BOARD shall have the right to get it repaired departmentally or through any other agency. The cost of the same will be recovered from the contractor.</p>	
	<p><b>Amount to be retained during the defect liability period :-</b></p> <p>A sum equivalent to 2% (Two percent) of actual work done shall be kept with the Board as a token of Performance Guarantee for the above purpose. The authority making payment shall ensure the same. If the liability exceeds the above amount the contractor shall bear the same and in cases where the Board requires him to deposit the same with Board, he shall do so within the period stipulated by the Board's official. After successful completion of the defect liability period as above remaining amount shall be released to the bidder.</p>	

All concerned are instructed to insert the above additional clauses in the contract agreement immediately.

This bear the approval of the competent authority.

*sd*  
Chief Engineer (HQ)  
Rajasthan Housing Board,  
Jaipur

Copy to :-

1. PS to Chairman/ Housing Commissioner, RHB, Jaipur.
2. Chief Engineer (HQ)/I/II, RHB, Jaipur.
3. Addl. Chief Engineer -I/II/III, RHB, Jaipur/Jodhpur.
4. Secretary, RHB, Jaipur.
5. FA & CAO, RHB, Jaipur.
6. Dy. F.A. RHB, Jaipur.
7. All Dy. Housing Commissioner, RHB, .....
8. All Resident Engineer, RHB, .....

*9 EPRO Cell,  
✓ to Computer cell for up lodition to All  
RHB Office*

*bu*  
Addl. Chief Engineer-III  
Rajasthan Housing Board,  
Jaipur