

कार्यालय अधिशासी अभियन्ता सार्वजनिक निर्माण विभाग खण्ड, छबड़ा

No. : ४८
To,

Date : 24/04/2024

Divisional Forest Officer District Baran,

विषय :- Diversion of 13.558 ha. of forest land for upgradation Kota-Dharanawada Road Km, 132/500 to 137/500

Proposal No. :- FP/RJ/ROAD/6979/2014

Dear Sir,

With Due respect in reference of above mention subject. We Submitting the Reply for the EDS Raised by forest Department for the Proposal as follows.

EDS Raised/Shortcomings in the proposal ON Dated 30.10.23

S.No.	EDS Raised/Shortcomings in the proposal	Reply of EDS
1	Details of alternative examined have not been given	कोटा धरनावदा मार्ग संख्या 1980 से पूर्व का बना हुआ प्रथमित मार्ग है। जो लगभग सन। 1975 में ग्रेवल सड़क बनी थी जिसका डामरीकरण का कार्य 1984-85 में किया गया था। यह मार्ग धरनावदा होते हुए मध्य प्रदेश राज्य से जुड़ा हुआ है व स्टेट हाइवे है। इस मार्ग पर थर्मल प्लाट होने के कारण काकी आवागमन रहता है। उक्त सड़क न्यूनतम वन हीवर से गुजरती है। प्रस्तावित मार्ग के अलावा अन्य कोई वैकल्पिक मार्ग उपलब्ध नहीं है। क्योंकि यह सड़क 1975 से ग्रेवल सड़क है अतः उक्त मार्ग में पड़ने वाली पूर्ण वन भूमि की प्रत्यावर्तन की आवश्यकता है। इस मार्ग के बांझ और कोई भी वैकल्पिक मार्ग लेने पर राजस्थान सीमा तक वन भूमि आती है। तथा इस मार्ग के दायी और छबड़ा से धरनावदा जाने के लिये हिंगलोट, पाली, फलिया फाटक होते हुए धरनावदा पहुँचा जा सकता है। इसके लिये करीब 17 कि.मी. अतिरिक्त दूरी तय करनी पड़ेगी तथा यह स्टेट हाइवे होने के कारण यह Strengthening का कार्य किया जाना प्रस्तावित है। अतः इसके अतिरिक्त विकल्प लेने पर अधिक वन भूमि व अधिक लागत आयेगी। अतः अन्य विकल्प उपलिखित नहीं है। संलग्न – इण्डेक्स मेप
2	Layout plan and cross section showing the forest area requirement and area calculation has not been provided.	यद्यपि निर्माण कार्य 18 मी. चौड़ाई में किया गया है। किन्तु उक्त सड़क स्टेट हाइवे होने के कारण IRC-73 के अनुसार Minimum road land width 30 मी. होनी आवश्यक है। अतः भविष्य की प्लानिंग, पौधारोपण व IRC की गाइड लाइन के अनुरूप 30 फीट की चौड़ाई में प्रस्ताव प्रस्तुत किये गये हैं संलग्न IRC-73 की प्रति
3	Required no objection certificate is not provided	संलग्न

4	Violation of FCA Act has been reported & FIR has been lodged against contractor driver by ROF . However area of violation has not been specified	दिनांक 1.06.2013 को पदस्थापित अधिकारियों एवं वर्तमान पदस्थापन की सूचना तथा वर्क ऑर्डर की कौपी एवं कॉन्ट्रक्ट डॉक्यूमेंट की प्रति भी अधिकारी अधियन्ता के प्रत्यक्ष 2244 दिनांक 31.05.2018 के द्वारा संलग्न कर प्रेषित कर दी गई है। श्रीमान उप वन सरकार वार्ता द्वारा Site Inspection Report में कुल 4.00 हेक्टर वन भूमि में वन संरक्षण अधिनियम 1980 का उल्लंघन पाया गया है।
5	Entire area falling under forest proposed for construction has been included in diversion proposal, whereas the road is claimed to be pre-existing. It needs clarification	यद्यपि कोटा झरनावदा भार्ग संख्या 1980 से पूर्व का बना हुआ प्रवालित भार्ग है। जो लगभग साने । 1975 में गेवल सड़क बनी थी जिस पर 1 लेन सड़क डामरीकरण का निर्मार्ग 1984/85 में किया गया था जिन्हें 2013 में उक्त सड़क का सुदृढ़ीकरण एवं छौड़ाईकरण कार्य किया जाना था। इस हेतु सड़क का पूरा एरिया डायरेक्शन हेतु प्रस्ताव प्रस्तुत किये गये।
6	As per DSS Analysis 1 ha. Only out of 13.56 ha. Proposed for CA is not found suitable. This may be reexamined	DSS Analysis के अनुसार अनुउपयुक्त भूमि जिसके अन्तर्गत प्लान्टेशन का कार्य नहीं होगा इसके अन्तर्गत अन्य बतायानुसार वन भूमि में प्लान्टेशन कार्य कर दिया जायेगा।

संलग्न :- उपरोक्तानुसार

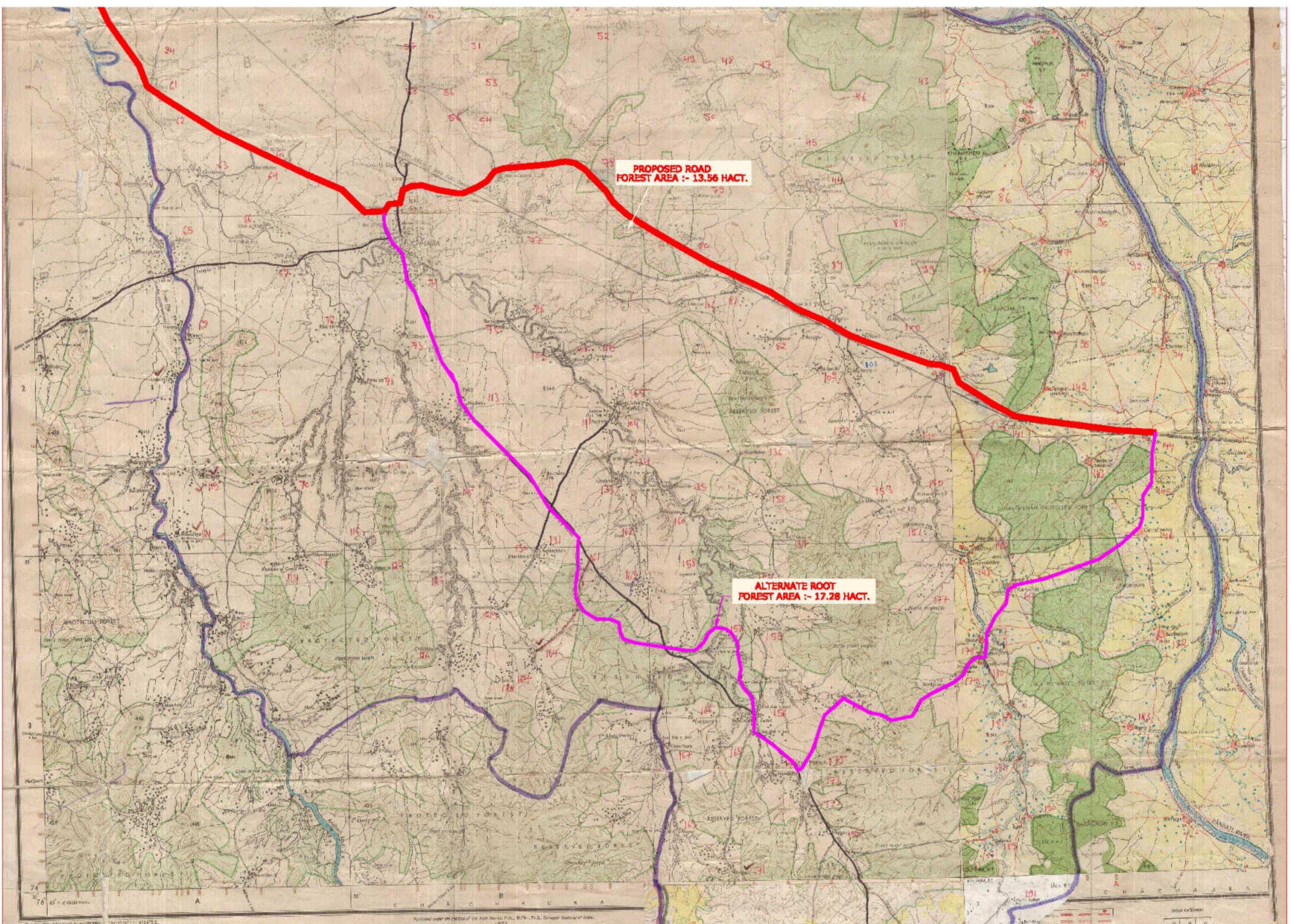

अधिकारी अधियन्ता
सार्वजनिक निर्माण विभाग, खण्ड छबड़ा

कार्यालय अधिशासी अभियंता सा.नि.वि. खण्ड छबड़ा
मार्ग के पूर्ण वन भूमि को प्रत्यावर्तन के क्रम में
कार्य का नाम – सड़क निर्माण कार्य कोटा धरनावदा कि.मी. 111/0 से 157/525

प्रमाणित किया जाता है कि कोटा धरनावदा मार्ग संख्या 1980 से पूर्व का बना हुआ प्रचलित मार्ग है। जो लगभग सन। 1975 में गेवल सड़क बनी थी जिसका डामरीकरण का कार्य 1984-85 में किया गया था। यह मार्ग धरनावदा होते हुए मध्य प्रदेश राज्य से जुड़ा हुआ है व स्टेट हाइवे है। इस मार्ग पर थर्मल प्लांट होने के कारण काफी आवागमन रहता है। उक्त सड़क न्यूनतम वन क्षेत्र से गुजरती है। प्रस्तावित मार्ग के अलावा अन्य कोई वैकल्पिक मार्ग उपलब्ध नहीं है। क्योंकि यह सड़क 1975 से ग्रेवल सड़क हैं अतः उक्त मार्ग में पड़ने वाली पूर्ण वन भूमि की प्रत्यावर्तन की आवश्यकता है। अतः प्रत्यावर्तन की स्वीकृति देने की कृपा करें। इस मार्ग के बांई ओर कोई भी वैकल्पिक मार्ग लेने पर राजस्थान सीमा तक वन भूमि आती है। तथा इस मार्ग के दांयी ओर छबड़ा से धरनावदा जाने के लिये हिंगलोट, पाली, फलिया फाटक होते हुए धरनावदा पहुँचा जा सकता है। इसके लिये करीब 17 कि.मी. अतिरिक्त दूरी तय करनी पड़ेगी तथा उक्त मार्ग में 17.28 हेक्टर वन भूमि भी आयेगी। तथा यह स्टेट हाइवे होने के कारण यह Strengthening का कार्य किया जाना प्रस्तावित है। अतः इसके अतिरिक्त विकल्प लेने पर अधिक वन भूमि व अधिक लागत आयेगी। अतः अन्य विकल्प उचित नहीं है।

प्रमाणित किया जाता है कि प्रस्तावित वन भूमि में नयी स्वीकृत सड़क बनाई जावेगी।

अधिशासी अभियंता
सा.नि.वि. खण्ड छबड़ा



CHRONOLOGY

कार्य का नाम :- Reconstruction of road strengthening, widening, raising , cc. pavement & C.D. work kota (Kota-Kawai Salpura) to Dharnawada Km. 123/245 to 135/200 in dist. Baran under SHW (General) (Job No. 2/5054/SHW/General/paln/2013-14

1. उक्त कार्य हेतु 9850 लाख रुपये की प्रशासनिक एवं वित्तीय स्वीकृति सड़क परिवहन एवं राजमार्ग मन्त्रालय भारत सरकार द्वारा वर्ष 2013 (पत्रांक F-7(1852)/Sec-II/2013/D-111 दिनांक 24/05/2013) जारी की गयी थी। जिसके अन्तर्गत कोटा धरनावादा सड़क (कवाई से धरनावादा) तक कि.मी. 111 / 00 से 157 / 525 स्टेट हाईवे योजना स्वीकृत की गई। इसमें कक्षरीट पेमेन्ट एवं 39 पुलियां तथा 2000 मीटर लम्बाई में पोटेक्सन कार्य एवं 400 मीटर लम्बाई में नाली निर्माण का कार्य तथा पूर्ण निर्मित सड़क एलायमेंट पर ही चौड़ाई करण सुदृढीकरण एवं नवनीकरण का कार्य प्रस्तावित थे।
2. उक्त कार्य इस चांडु कार्यालय के पत्र क्रमांक 606 दिनांक 26.08.2013 द्वारा मेरसॉ Jainco Enterprise Pvt. Limited, Kota को आवेदित किया गया। जिसकी कार्यादेश राशि 19,99,92,387/- का प्रयोग थी। कार्य की प्रारम्भ की तिथि 05.09.2013 तथा कार्य पूर्ण करने की तिथि 04.08.2014 नियत थी।
3. उक्त सड़क के किमी 132 / 500 से 137 / 650 के मध्य वर्तन भूमि क्षेत्र स्थित होने के कारण मण्डल वन अधिकारी वारा द्वारा माह सितम्बर 2013 में चूल किये गये कार्य को बन्द करवा दिया गया।
4. अधिशासी अधिकारी वारा प्रस्ताव तेयार कर तोड़ल अधिकार एफ सी ए को प्रस्तुत करने हेतु 5.12.13 एवं 5605 दिनांक 29.04.2014 से प्रस्ताव औनलाइन करने हेतु लिखा गया। इसके लिखा गया तथा पत्रांक 12802 दिनांक 27.08.2014 से प्रस्ताव औनलाइन करने हेतु लिखा गया। इसके उपरान्त उनके द्वारा प्रस्ताव दिनांक 28.01.2015 को औनलाइन प्रेषित किये गये। (Proposal No. FPRJ/Road/6979/2014)
5. दिनांक 03.12.2014 को श्रीमान जिला कलक्टर महोदय, वारा की अध्यक्षता में जिला वनाधिकार समिति द्वारा FRA का अनुमोदन किया गया।
6. कोटा-धरनावादा सड़क का निर्माण वर्ष 1975 से पूर्व का है। विभाग हारा प्रस्तुत उक्त ईनेज में अतिरिक्त कोटा-धरनावादा सड़क पर वर्तन वार्ड का डिमार्केशन, मुदिड्यो मूर्मि के प्रस्तावों में स्थित सड़क पर वर्तन विभाग का मौके पर कोई कोरस्ट वार्ड नहीं किये जा सके। नहीं होने के कारण वर्तन विभाग की सीमा के जान के अभाव में प्रस्ताव पूर्व में प्रस्तुत नहीं किये जा सके।
7. वर्तन विभाग द्वारा दर्ज एफ.आई. संख्या 07-42 दिनांक 27.09.2013 के प्रकरण में समझौता राशि 62,000/- रसीद क्रमांक 43-28 दिनांक 03.10.2013 द्वारा क्षेत्रीय वर्तन अधिकारी छवड़ा में जमा करवाकर केस रामन हेतु निवेदन कर दिया गया था।
8. Violation के समय पदस्थापित अधिकारी निम्नानुसार है :

क्रम	नाम	पदनाम	वर्तमान पदस्थापन स्थान	
			विभागाध्यक्ष	सेवानिवृत्त
1	श्री जी.एल. राव	अधीक्षण अधिकारी	अधिकारी अधिकारी (अतिरिक्त वारा)	सेवानिवृत्त
2	श्री पी.के. जैन	अधिकारी अधिकारी (अतिरिक्त वारा)	RSRDC Kota	सेवानिवृत्त
3	श्री ओम प्रकाश शर्मा	सहायक अधिकारी उपर्युक्त छवड़ा	RSRDC Kota	सेवानिवृत्त
4	श्री ओम प्रकाश शर्मा	सहायक अधिकारी उपर्युक्त छवड़ा	RSRDC Kota	सेवानिवृत्त

9. यदि वर्तन विभाग भविष्य में उक्त प्रकरण में किसी प्रकार की कोई पेनल्टी आरोपित करता है तो विभाग द्वारा नियमानुसार उक्त वारा दी जायेगी।



अधिशासी अधिकारी
सा.नि.पि. खण्ड छवडा

5.2. Normally "ruling design speed" should be the guiding criterion for correlating the various geometric design features. "Minimum design speed" may, however, be adopted in sections where site conditions, including costs, do not permit a design based on the "ruling design speed".

5.3. The design speed should preferably be uniform along a given highway. But variations in terrain may make changes in speed unavoidable. Where this is so, it is desirable that the design speed should not be changed abruptly, but in a gradual manner by introducing successive sections of increasing/decreasing design speed so that the road users get conditioned to the change by degrees.

6. CROSS-SECTIONAL ELEMENTS

6.1. Road Land, Building Lines and Control Lines

6.1.1. Road land width (also termed the right-of-way) is the land acquired for road purposes. Desirable land width for different classes of roads is indicated in Table 3.

TABLE 3. RECOMMENDED LAND WIDTH FOR DIFFERENT CLASSES OF ROAD

(metres)

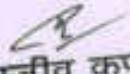
S. No.	Road classification	Plain and rolling terrain				Mountainous and steep terrain	
		Open areas		Built-up areas		Open areas	Built- up areas
		Normal	Range	Normal	Range	Normal	Normal
1.	National and State Highways	45	30-60	30	30-60	24	20
2.	Major District Roads	25	25-30	20	15-25	18	15
3.	Other District Roads	15	15-25	15	15-20	15	12
4.	Village Roads	12	12-18	10	10-15	9	9

6.1.2. In high banks or deep cuts, the land width should be suitably increased. Similarly, a higher value should be adopted in unstable or landslide-prone areas. The need for a wider right-of-way at important road intersections should also be kept in view.

कार्यालय उप वन संरक्षक, बारां

अनापत्ती प्रमाण प्रत्र

यह प्रमाणित किया जाता है की कोटा से धरनावदा सडक मे वन संरक्षण अधिनियम 1980 के तहत सडक के उननयन में 13.558 है 0 वन भूमि के प्रत्यार्वतन की स्वीकृति दी जाती है तो इस कार्यालय को कोई आपत्ती नहीं है ।


राजीव कपूर
उप वन संरक्षक
बारां


उप वन संरक्षक
बारां

OFFICE OF DY, CONSERVATOR OF FOREST

LAND SUTIBILITY CERTIFICATE

After verification the land Made available for compensatory afforestation, was found to be suitable for plantation. The soil is good for plantation and 1100 plants per hac. can be planted on that land.



राजीव कपूर
छप बन संरक्षक
बारां

DY CONSERVATOR OF FOREST
BARAN

SITE INSPECTION REPORT NOT BELOW THE RANK OF DCF

(For the Forest land to be diverted under FCA)

Name of Project :- kota dharnawda road km 132/500 to 137/500

A proposal has been received by this office from the office of Executive Engineer, PWD Div. chhabra for diversion (under FCA-1980) of 13.558 ha. of forest land for non-forestry purpose. The subject envisages the use of forest land for kota dharnawda road km 132/500 to 137/500.

The site inspection of the land involved in the proposal has been done by me on dated 13.3.18 on inspection of the site, it is found that the land required by the user agency is a forest land measuring 13.558 ha.

The requirement of forest land as proposed by the user agency in Col. 2 of part-I is unavoidable and is barest minimum required for the project.

Whether any rare/endangered/unique species of flora and fauna found in the area. If so, the details thereof- No.

Whether any protected archaeological/heritage site/defiance establishment or any other important monument is located in the area. If so the details thereof with NOC from the competent authority. If required- No

- (a) The user agency has violated the provisions of forest (Conservation) Act. 1980 and no further work has been started again.
- (b) It has been found that the user agency has violated the Forest (Conservation) Act. 1980 Provision -Yes Violated Area is 4.00 ha. for which FIR NO. 7-82 Dated 27.9.2013 was issued
- (c) Case was registered against the violation under rajasthan forest act and the case was compounded by realizing compensation of rs. 62000/- by receipt no. 43 date 2-10-2013

Specific recommendation for acceptance or otherwise of the proposal : Recommended

Reason for recommendation :- road is being constructed for public use, the user agency has done violation, not knowing the forest boundary. The user agency has Committed to pay for the penal compensatory afforestation, So the project is recommended for sanction in public interest.

Place :- Baran

(Signature)

Date :-

राजीव कपूर
उप चन संताना
चार्टर्स

(Rajeev Kapoor)
Dy. Conservator of forest
Baran

WORK ORDER

II
11

Office of the Executive Engineer P.W.D. Division Chhabra
No. 606

Date : 26/08/2013

To,

M/s Jainco Enterprises Pvt. Limited
"AA" Class PWD Contractor,
592-Dadabadi, Welcome Tower
Modi College Road, Kota (Raj.)

Sub. - Tender for Re-Construction of Road Strengthening, Widening, Raising, CC Pavement & C.D. Work Kota (Kawai-Salpura) to Dhamwada Km. 123/245 to 135/290 in Distt. Baran Under SHW (General) (Job No. 2/5054/SHW/General/Plan/2013-14)

Ref. - Yours Tender Dated 12/06/2013 Rate Approved The CE Letter No. F-7(1887)/Sec-II/2013 ID-262 Dated 02/08/2013 & This office letter No. 547 Dt. 12/08/2013 & 578 Dt. 19/08/13

Your Tender for the above mentioned work has been accepted on behalf of the Government of State of Rajasthan to your tendered percentage of @ 8.40% Below Estimated cost for which is **Rs. 19,99,92,387/-** Aggregating to **Rs. 18,31,93,026/-** (Rs. Eighteen Crore Thirty One Lacs Ninety Three Thousand Twenty Six Only)

You are hereby directed to contact the Assistant Engineer PWD Sub Division 1st Chhabra to Start the Work. Please note that the time allowed for carrying out the work as entered in tender shall be reckoned from the ten days of this order to commence the work.

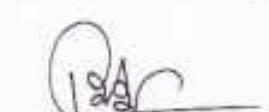
This letter of acceptance together with the tender submitted by you embodying all the contract agreement between you and Governor of the State of Rajasthan for this afore said work.

Note : Additional Performance Security yet not furnished by you hence same may be deducted from your payment.

Agreement No. 40 of 2013-14

Date of Commencement : 05/09/2013

Stipulated Dt. Of comp. : 04/08/2014


(D.K. Vishwakarma)

Executive Engineer
PWD Division Chhabra

No. 606

Date : 26/08/2013

1 Copy submitted/Forwarded to the following for information and necessary action.
2 The Accountant General Rajasthan, Jaipur with copy of Agreement.

3 The Chief Engineer P.W.D. Rajasthan, Jaipur

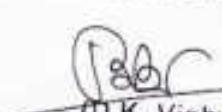
4 The Add. Chief Engineer P.W.D. Kota, Zone Kota.

5 The Superintending Engineer P.W.D. Circle, Baran.

6 The Executive Engineer P.W.D. Quality Control Division Baran Along with copy of Schedule "G"

7 The Assistant Engineer P.W.D. Sub. Division 1st Chhabra

The Mining Engineer, Jhalawar


(D.K. Vishwakarma)

Executive Engineer
PWD Division Chhabra

(6)

GOVERNMENT OF RAJASTHAN OFFICE
OF THE.....
NOTICE INVITING TENDERS FOR WORKS

1. Tenders are hereby invited on behalf of the Governor of Rajasthan for the works of..... from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Government/Central Government Undertaking/Organisations equivalent to AA and A Class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under.
 - (i) Contractor equivalent to AA Class of Rajasthan. Works of which cost exceeds Rs. 1.5 crores
 - (ii) Contractor equivalent to A Class of Rajasthan. Works of which cost exceeds Rs. 7.5 crores but not exceed Rs. 3.00 crores.
2. Contract document consisting of the detailed plan, complete specifications, the Schedule of the quantities of the various classes of work to be done and the set of Condition 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 the..... (name of the officer) every day except on Sundays and Public Holidays, during office hours.
3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes will be received by the..... (name of the officer) upto..... am/pm (time) on the..... (date) and will be opened by him in his office at..... am/pm (time) on..... (date) in the presence of such Contractors or their authorised representatives, as are present.
4. Tenders are to be submitted on a prescribed form, which can be obtained from the office (s) of the..... (name of the officer(s)) on payment of a sum of Rs..... in cash or by demand draft. The sale of tender form will start at least..... days before the date of receipt of tenders. The sale of tenders will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that all the tender papers including Conditions of Contract are signed by the tender. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.
5. The work is to be completely finished to the satisfaction of Engineer-in-charge within..... months from the 10th day after the date of written order to commence the work.
6. Earnest Money, amounting to Rs..... must accompany each tender, and each tender is to be in a sealed cover, superscribed "Tender for....." and addressed to the..... (name of the officer) Earnest Money, in cash or Bankers Cheque in the name of officer inviting tender or Demand Draft of Nationalised/Scheduled Banks, should be deposited with the cashier or authorised clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs. 5 crores and above, Earnest Money of Rs. 10 Lac. shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (From RPWA 87) or in cash. Enlisted contractors shall be required to deposit 1% 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. However, the amount of security deposit deducted from running bills shall not be converted into any mode of securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills."
8. The acceptance of the 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 the tenders received without assigning any reason.
9. Tender forms as issued from the office (s) mentioned above (Para 4), must be returned, with the return, with all enclosures, to the following office/officers, on the date of receipt of tenders:

Plains

(1)

अधिकारी अधिकारी
सर्ट निर्वाचन
खण्ड छायाचार

52

Value of Tenders	Name of Office
(i) Tenders for which sanctioning authority is Executive Engineer/Superintending Engineer	Divisional Office
(ii) Tenders for which the sanctioning authority is Additional Chief Engineer/Chief Engineer	Circle Office
(iii) Tenders for which sanctioning authority is Board/State Government.	Additional Chief Engineer Office
10. No refund of tender fees is claimable for tenders not accepted or forms returned or for tenders not submitted.	
11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of financial year.	
1. For tenders to be accepted by Executive Engineer	20 days
2. For tenders to be accepted by Superintending Engineer	30 days
3. For tenders to be accepted by Additional Chief Engineer	40 days
4. For tenders to be accepted by Chief Engineer	50 days
5. For tenders to be accepted by Adm. Deptt. / Board	60 days
6. For tenders to be accepted by finance committee Board/empowered committee. Empowered Board	70 days
Note :- Communication of acceptance of tender 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 any modifications in the rates, terms and conditions of the tender within the said period. Which are not acceptable to the department, or fails to commence the work in the specified period, fails to execute the agreement the department may without prejudice to any other right or remedy, be at liberty to forfeit the amount of earnest money given in any tender absolutely. If any contractor, who having submitted a tender does not execute the agreement or starts the work or does not complete the work and work has to be put to retendering, he shall stand debarred from participating such retendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.

12. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling or other Discrepancies or which contain over-writing in figures or words or corrections not initialled and dated, will be liable to rejection.
13. Enlisted Contractors, will be required to pay Earnest Money @ 112 % of estimated cost of work put to tender, in case of work or which they are authorised to tender under Rules for enlistment of contractors, but the amount to 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 Income Tax and Sales Tax Clearance Certificates from the Concerned departmental authorities, without which the tenders 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.

PCain

Signature of Engineer-in-charge
For and on behalf of the Governor of Rajasthan

प्राप्ति करने का अधिकार
प्राप्ति करने का अधिकार
प्राप्ति करने का अधिकार

CONTRACT FOR WORK

(G3)

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 Chief Engineer or other duly authorised Engineer.
2. 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 unsuccessful tenderers 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 Chief Engineer or other duly authorised Engineer during office hours.
3. 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 any partner, it must be signed on his behalf, by a person holding a Power of Attorney, authorising him to do so. Such Power of Attorney will be submitted with the tender and it must disclose that the firm, is duly, is duly registered under the Indian Partnership Act, by submitting the copy of the registration certificate.
4. 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.
5. 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 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 offender, or 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 works, 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.
6. The Chief Engineer or other duly authorised Engineer will open the tenders in the presence of any, contractor (s) or their authorised representatives who may be present at the time, and will announce and enter the rates/amounts of all leaders 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.
7. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
8. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgement of payment to the Chief Engineer or other duly authorised Engineer.
9. The memorandum of work tendered for, memorandum of materials and tools and plant to be supplied by the Contractor and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorised Engineer before the tender form is issued.
10. 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.
11. 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 drawings given to them.

P. Gaur

(3)

आधिकारी अधिकारी
साठ निर्विभाग
राज्य राज्य

6A

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 therefrom to any person other than a person to whom I/We am/are authorised 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 rebate for payment within 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 and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be 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/himselfs 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 contractor tendering as well as witnessing the tender, liable to summary rejection.
15. If on check there are discrepancies the following procedure shall be followed.
 - (i) Where there is a difference between the rates in figures and words, 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 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 by the department for such items 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 thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and original sanctioning authority in 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 tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organisational capacity and working experience to execute the work of the the nature and magnitude.
21. The Chief Engineer or other duly authorised 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 upon 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.

प्रधान नियम

प्रधान नियम

प्रधान नियम

P. Gaur

(4)

अधिकारी अधिकारी

मान नियम

खाल खाल

22. The Contractor shall submit the list of the work, which are in hand (progress). In the following form:

Name of work	Name and particulars of the Sub Division/Division, where work is 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 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 overwritings, must be serially numbered and attested by the Contractor at every page, so also by the officer 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 documents.

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-tenderer offers lower rates after opening of tenders, action for 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.

P Chauhan

(5)

महाराष्ट्र अभियन्ता
सर्व नियोग विभाग
खण्ड उच्चारा

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 within the time specified in such memorandum at the rates, (in figures) % (as well as in words) percent below/

above the amount, entered in the schedule G in all respects in accordance with the specifications, design, drawings and instructions is writing referred to in Rule 1 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.....

(b) Estimated cost Rs.....

(c) Earnest money Rs..... @ 2% for enlisted contractors outside their zone and 1% within their zone of enlistment

(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 completions 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 bank guarantee or FOR etc. The earned money deposited shall however be adjusted while deducting security deposit from the running bill of the contractor. There will be no maximum limit of security deposit." However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. How, in case during execution cost of works exceeds the amount shown at the time of depositing 10% as above, balance security deposit shall be deducted from the "Running Account Bills".

(ii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.

(e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence 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 Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs..... is forwarded herewith in the form of cash, Bank Draft, Banker's Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, 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 Governor of Rajasthan

Dated the

राजस्थान राज्य सरकार
राजस्थानी राजी विभाग
राजस्थान राजी विभाग

8/1/2012

(6)

अधिकारी अधिकारी
माननीय विभाग
राजस्थान राजी विभाग

Engineer-in-charge

CONDITIONS OF CONTRACT

Clause I : 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 for 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 compensations or other sums of money payable by the Contractor to the 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 therefrom, 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 deductions or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalised/Scheduled bank, as aforesaid, any sum of sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

If case of Bank Guarantee of any Nationalised/Scheduled Bank is furnished by the Contractor to the Government at 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 the disputes are decided. The bank shall pay the amount to the Government, 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

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.

The Bank Guarantee shall remain valid upto the specified date unless, extended or discontinued by the Government as per terms of the Agreement. The Bank Guarantee shall be discharged unless a claim in writing is lodged with the bank within the specified period.

(iv) If the Contractor commits any acts mentioned in Clause 19 hereof.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Governor of Rajasthan 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 the 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 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 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 for 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 contractor on any other account. Whatsoever, or from his Earnest money, Security Deposit, Enlistment security or the proceeds or sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above course 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 performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be exonerated of the work or the entitled to recover or be paid, any work thereof or actually performed under this contract unless and 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 the conditions hereof, and such power shall not with starting, be exercisable in the event of any future case of default by the contractor for which, by any clause oV clause 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 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 case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorised 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 authorised 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 Chief Engineer or other duly authorised Engineer may remove them at the contractors 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 Chief Engineer or other duly authorised 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 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

50

the hinderance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rule/delegations of powers or other duly authorised Engineer shall, if in his opinion, [which shall be final] reasonable grounds be shown therefore, authorise such extension of time if any as may, in his opinion, be necessary or proper, if the date 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 be liable for liability of work. Such extensions shall be granted in accordance with provisions under clause [2] of this agreement.

Clause 5A : 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 to the office of the Executive Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th 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 Governor and shall request the Engineer-in-charge to give him a 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, doors, walls, floors, or other parts of the building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, and 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 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 pit, as aforesaid, and the contractor shall forthwith pay the amount of expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except any sum actually realised by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself 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 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 ten/thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there is no visible defect on the face of the work, shall give the Contractor, a certification. If the Engineer-in-charge finds that the work has been completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain defects to be removed, the certificate to be granted by the Engineer-in-charge shall specifically mention the details of the defects alongwith the estimate of the cost for removing these defects. The final certificate of work shall be given after the defects pointed out as above have been removed.

(Delete whichever is not applicable). (Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place).

Clause 7: Payments 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 present. But all such intermediate payments by way of advance against the final payment only and not as payments for work done and completed, and shall not be construed, or considered as an admission of the due performance of the contract, or as thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the power of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts of other in any other way vary or effect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work.

प्रतिक्रिया
प्रतिक्रिया की तरीका
प्रतिक्रिया

PC/Chm

(10)

अधिकारी अधिकारी
प्रतिक्रिया की तरीका : 10/2
तापक दस्तावेज़

71

otherwise the engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7 A: 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 the Contract. If there shall be dispute about any item(s) on 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 3 months of presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with Clause 60, 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 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 alongwith justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claim 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 required measurement for the purpose of having the same verified and the claim, as far as admissible, authorised or paid, if possible, before the expiry of 15 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 such 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 the objection to the Measurement recorded by the department:

Before taking any measurement of any work as have been referred to the preceding clauses, 6, 7 & 8 the Engineer-in-charge or 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 than in any such event, the measurements taken by the Engineer-in-charge or by the subordinate 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.

Clause 8 B: recovery of cost of preparation of the Bill:

In case of Contractors of Class "A" and "AA" do not submit the bill within time fixed, the Engineer-in-charge may prepare the bill as per provision of Clause 8 of the Conditions of Contract but deduction @ 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 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 herein after provided for such work.

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

Payments due to the contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorisation in the form of a legally valid document, such 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 the 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 favour of the Bank any rights vis-a-vis the Governor.

Clause 10: Stores supplied by Government:

In the specification or estimate of the work provides for the use of any special description of material, to be supplied from the 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 supply such materials and stores as are from time to time, required to be used by him for the purpose of the

92

purpose of the contract only, and the value of the full quantity of materials and stores, so supplied at the rates specified in the schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due or Security Deposit or in the Performance Guarantee and or from the same or a sufficient portion thereof being in this case, a contractor under the contract or otherwise or against or from the Government securities, the same or a sufficient portion thereof being in this case, a or sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, a purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of the Government, remain the absolute property of Government. The Contractor shall be the trustee of the stores' materials, so supplied/provided these shall not, on any account, be removed from the site of work and shall be, all-times open for inspection or re-supply or charge. Any such material, unused and in perfectly good condition at the time of completion or determination or release 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 on service of such notice, the contractor fails to return such materials, so required. For the stores returned materials in accordance with the provisions of clause 10 B *ibid*. But the Contractor shall not be entitled to return such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so required him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned to the Contractor, he shall be paid for at the price originally charged excluding storage charges, in case of supplies received departmental stores and actual cost including freight, carriage, taxes etc. paid by the Contractor, in case of supplies received the assistance of the Government, which however, should in no case exceed market rate prevailing at the time materials are received back. The decision of the Engineer-in-charge, as to the price of the stores received, shall, in addition to throwing him off and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing him off account of contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply of the all or any such materials and stores.

Clause 10 A: Selection 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 one or more persons to remove the same without being answerable or accountable for any loss of 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 borne 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 35 A shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and the material purchased by himself. The recovery for such material shall be made from Running Account Bill.

Clause 10 C: Hire of Plant & etc.

Clause 10 A: Selection of materials procured by the Contractor;
The Engineer-in-charge shall have full power to accept or reject any such materials and stores.

Clause 10 A: Removal 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 or person (s) to remove the same without being answerable or accountable for any loss of 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 borne 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 marks rate, whichever is higher. A Material Supply and Consumption Statement in prescribed Form RPWA 35 A shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and the material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill.

Clause 10 C : Hire of Plant & 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 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 the market rate.

Clause 11: Works to be executed in accordance with specifications, Drawing Order.
The Contractor shall execute the whole and every work in accordance with the specifications, drawings, and other documents and materials and other things required for the execution of the work.

Clause 10 C : Hire of Plant & Machinery:

Clause 11: Works to be executed in accordance with specifications, Drawing 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 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, if he so require, be entitled, at his own expense, to make for the purpose of inspection during office hours and of all such designs, drawings and instructions as aforesaid. A Certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill.
The specification of work, materials, methodology of execution, drawings and designs shall be signed by the Contractor and the Executive Engineer while executing agreement and shall form part of agreement.

Plant & Machinery shall be got revised periodically so as to bring them at par with the market terms and conditions as per departmental Rules, as per Schedule annexed.

Clause 11: Works to be executed in accordance with specifications, Drawing 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 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, if he so require, be entitled, at his own expense, to make for the purpose of inspection during office hours and the Contractor shall, drawings and instructions as aforesaid. A Certificate of Executing works as per approved design and specifications etc. shall be given on each Running Account Bill.

The specification of work, materials, methodology of execution, drawings and designs shall be signed by the Contractor and the Executive Engineer while executing agreement and shall form part of agreement.

Clause 12:
The Engineer-in-charge shall have power to make any

**the Executive
Clause 12.**

The Engineer-in-charge shall have power to make any necessary alterations, drawings and designs shall be signed by the Contractor and shall form part of agreement.

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 alteration, 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 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.

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

(iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clause (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 District area specified above minus plus *de* 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 of parts of the item is not in the Schedule of Rates, the rate for such part of 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 can not be determined in the manner specified in sub-clause (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 failing under the clause.

Except in case of items relating to fundations, provisions contained in sub-clause (i) to (iv) above shall not apply contract or substituted items as individually exceed the percentage set out in the tender documents under Clause 12A.

or the purpose of operation of Clause 12 (v) the following works shall be treated as work relating to fundations:

For buildings, 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.

For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.

For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.

For mads, all items of excavation and filling including treatment of sub base and soil ing work.

For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.

For open storm water drains, all items of work except lining of drains.

Any other items of similar nature which Engineer-in-charge may consider as relating to fundations.

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

- For buildings, 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.
- For abutments, piers, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.
- For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
- For roads, all items of excavation and filling including treatment of sub base and soil ing work.
- For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- For open storm water drains, all items of work except lining of drains.
- 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.

The quantum of additional work for each item shall be the total value of the item.

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. The limit shall not be applicable on items relating to foundation work which shall be executed as per original rates of 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 by the amount of deviation limit laid down in this clause." (2) to (IV).

(ii) of clause 12 and the Engineer-in-charge, may revise their rates having derived in accordance with the provision of sub-clause

74
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 may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with rates so fixed. The Engineer-in-charge shall 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 falling 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, 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 reasons 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 carriage 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 as 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 all 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 Engineer-in-charge shall be final.

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

If, it shall appear to the Chief Engineer or any authorised authority or the Engineer-in-charge or his subordinates in-charge or the work, or to the committee of retired 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 open to inspection and supervision of the Engineer-in-charge and his superior office e.g. Superintending Engineer, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorised 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 or any other authorised agency of the Government or committee of retired officers appointed by the State Government for the purpose to visit the works shall have been given to Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for 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:

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

8/10/2022

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 building, in which they may be working or any building, 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 imperfection 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 of 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 material necessary for the purpose of setting out work and counting, weighing and counting 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 Performance Guarantee and/or 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 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 my damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may with 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 subletting, bribing or if Contractor Becomes insolvent:

The contract shall not be assigned of 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 proceeding 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 this office or employment, or if any such officer or person shall become, in any way, directly or indirectly interested in the contract, the Chief Engineer may, there upon by notice, in writing, rescind the contract and the performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue 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 business any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family concern, such approval, as aforesaid, shall likewise be obtained before the contractor enters into any partnership agreement where 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. MxdM!ftB same action may be taken, and the same consequences shall ensue, as provided in the *Si, id clause 19*

P Chancery
TRADE & INDUSTRY
GOVT OF INDIA
MARCH 2007

Clause 22 : Works 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 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, earned on.

Clause 21: Standing Committee for Settlement of disputes :

If any question, difference of objection, whatsoever shall arise in any way, in connection with or arising out of this instrument of the meaning of operation of any part thereof, of the right duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided 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 following.

- (i) Administrative Secretary concerned.
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary and/or Chief Accounts Officer.
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrancer.
- (iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
- (v) Chief Engineer concerned (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 date of receipt of application.

Procedure and Application for referring cases for settlement by the Standing Committee shall be as given in Form RPWA90.

Clause 23. A: Contractor to indemnify for infringement of Patent or design :

Contractor shall fully indemnify "the Governor of Rajasthan against any, 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 of action brought against Government in respect of any such matters as aforesaid, the Contractor shall be immediately, -noted 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 Governor of Rajasthan, if the infringement or 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:

The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work of 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 or 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 sum payable to him under the provision 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 Rule I, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instruction and requirement of the Engineer-in-charge.

PC/ans

(16)

आदित्य की अभियन्ता
साठ नियो विभाग
राजस्थान

Clause 27: Definition of work:

The expression "works" or "Work" where used in these conditions, shall, unless there be some thing either in subject of 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 Governor.

Clause 28:

It can not 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 1000/-, 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 considers reasonable in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

Clause 29 A: Payment at part rates:

The rate 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 rates quoted for certain items are very high in comparison to the average/overall tendered premium, then-true 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 work.

Clause 30: Contractor's percentage, whether applied to net or gross amount of bills:

The percentage referred to in the "Tender for works" will be deducted/added from/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 Compensation Act, hereinafter called the said Act. If such compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter 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 1 of the conditions of contract.

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

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 prorata 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 3 running bill or any other claim and shall not be deferred.

Clause 33:

The contract includes clearance, levelling and dressing of site within a distance of 15 meters of the building on all sides except where the building adjoins another building.

Clause 34: Protect works:

The contractor shall arrange to protect at his own cost, in an adequate manner all out 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 on material how it may be caused, shall be made good by the Contractor free of cost.

Planned

(17)

अधिकारी अधिकारी
सरोवर विभाग
काम शब्द

1745774010974
31/08/2020

19

All template, 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 labour unemployed, to extent considered reasonable by the Engineer-in-charge.

Clause 36 A:

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 borne by the Contractor.

The cost of all water connection, 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 36 C : Payments of Sales Tax and any other Tax ;

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

Clause 36 D:

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 works executed under the contract, the responsibility of payment of sales tax would be that of the Engineer-in-charge.

Clause 37 : Refund of Performance Guarantee and Security Deposit
The Performance Guarantee and Security Deposit will be refundable upon the completion of the Project.

Security Deposit : 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 the amount of Performance Guarantee/Security Deposit is refundable alongwith the final bill.

(b) **Supplies of material :** As per provisions of the 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 PWD original works/special repairs works costing more than Rs. 10.00 lacs, partial amount of Security Deposit will be refunded during the defect liability period @ 10% of SD amount after lapse of one year of completion and there after 10% of original amount of SD at the end of each subsequent year. The remaining amount of SD be refunded after the expiry of defect liability period.

Clause 38 : Fair Wage Clause :

(a) The Contractor shall pay not less than fair wages/minimum wages to labourers 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 the Minimum Wages Act, 1948.

The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.

In respect of all labourers immediately or directly employed on the work for the purpose of contractors part of this agreement, the Contractor shall comply with or cause to be complied with the Public Work Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.

37

P. Gains

(18)

Authorised Deductions, Employee Inspection

(1) 79

- (d) The Engineer-in-charge shall have the 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, non-payment of wages or of deduction made therefrom, which are not justified by the terms of the contract, or as a result of non-observance, of the aforesaid regulations.
- (e) Vis-a Vis, 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

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-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 instruction.

Clause 39 A:

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, thereunder, from time to time. If he fails to do so, his failure will be 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 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 gazette 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 fact 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, performance guarantee, security deposit and enlistment deposit and the 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 and grand parents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

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. The contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender of engagement in the Contractor's service, as the case maybe.

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 43A:

The Work (whether fully constructed or not) and all materials, machines, tools, and plant, scaffolding, temporary buildings 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.

PCGARU APPROVED
BY THE CONTRACTOR
DATE: 01/01/2018
RECORDED BY:

(19)

Signature
Date: 01/01/2018
RECORDED BY:

01/01/2018
RECORDED BY:

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 he Chief Engineer or duly authorised 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. 50 lac (accepted tendered amount minus cost of material supplied by the department), and where stipulated completion period is more than ²/3 months] (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel/petrol/cement and steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labour- 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 (excluding those materials supplied by the department)/labour/bitumen/diesel/petrol/cement and 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 offenders have been accepted then prices on the date of opening of tender shall be considered for price adjustment.

¹ [Increase or decrease in the cost of labour/material/bitumen/diesel/petrol and cement steel shall be calculated quarterly in accordance with the following formula:]

(A) Labour:

$$V_L = 0.75 \times \frac{P_L}{100} \times R \frac{L_{LQ} - L_{LO}}{L_{LO}}$$

V_L = Increase of 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.

L_{LO} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which tender were opened/ negotiated (as Reserve Bank of India Journal/ Labour Bureau Simla, for the area).

L_{LQ} = The average consumer price index for industrial workers (whole-sale prices for the quarter of 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):

$$V_M = 0.75 \times \frac{P_M}{100} \times R \frac{L_{MQ} - L_{MO}}{L_{MO}}$$

V_M = Increase or decrease in the cost during the quarter under consideration due to change in the rates of material.

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.

L_{MO} = 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).

L_{MQ} = 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).

(C) Bitumen

$$V_B = 0.85 \times \frac{P_B}{100} \times R \frac{(B_1 - B_0)}{B_0}$$

PCW 2

(20)

अधिकारी अधिकारी
साठ निर्विभाग
खण्ड कामडा

61
81

V_b = Increase or decrease in the cost of work during the month under consideration due to changes in the rate for bitumen.
 R = The value of the work done in rupees during the month under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.
 B_o = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.
 B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.
 P_b = Percentage of bitumen component of the work.]

(D) Petroleum

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

V_p = Increase or decrease in the cost of work during the quarter under consideration due to change in 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.
 F_i = The average wholesale price index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening of tender/negotiations.
 F_o = The average whole sale 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 for the quarter under consideration.
 P_f = Percentage of fuel and lubricants components excluding fuel and lubricants supplied by the Department (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

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

V_c = 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 rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.
 L_{co} = The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).
 L_{ci} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
 P_c = Percentage of cement components (excluding cement supplied by the Department).

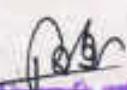
(F) Steel

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

V_s = 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 rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.
 L_{so} = The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to the Government of India, Ministry of Industries).
 L_{si} = The average whole sale price Index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).
 P_s = Percentage of steel components (excluding steel supplied by the Department).]

PC 2012

(21)


 आधिकारिक अंकित
 सरकारी नियम
 राज्य राज्य

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

In 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.

$$P = \frac{P_0}{100} \left(15 - 55 \frac{MP}{MP_0} + 15 \frac{Wo(D)}{Wo} + 15 \frac{Wo(I)}{Wo} \right)$$

Where:

P = Price payable as adjusted in accordance with the above price variation formula.

P_0 = Price quoted/confirmed.

MP = Wholesale Price Index Number for metal product 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 = 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 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.

$W_0(D)$ = 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.

$W_0(I)$ = 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, If there are any changes, the same are 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 of the 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 or Escalation

1. The exact percentage of labour/material (excluding materials to be supplied by the department)bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The breakup of components of labour/materials (excluding materials to be supplied by the department)bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below:-

(a) Labour	percent
(b) Material	percent
(c) Bitumen	percent
(d) Diesel and Petrol	percent
(e) Cement	percent
(f) Steel	percent
Total	100%
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 14.
 - (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 recorded 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.
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. 50 lacs] 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 [6 months] then escalation would be payable only in respect of value of work in excess over [Rs. 50 lacs.] from the date of satisfying both the conditions.
9. Where originally stipulated period is [6 months] or less but actual period of execution exceeds beyond [6 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. 50 lacs].
10. In case the contractor does not make prorata 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 given 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 exceed more than [Rs. 50 lacs.], no escalation is admissible.
13. Similarly, if cost of works increases more than [Rs. 50 lacs] but completion period including extended period attributable to government is less than [6 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 RBL.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period [6 months] and amount of work [Rs. 50 lacs] for admissibility of price escalation are not fulfilled and subsequent 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. 50 lacs] and in period of work beyond [6 months].
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 claimed or reduction available and shall allow inspection of the same by a duly authorised representative of Government and further shall at the request of the Engineer-in-charge furnish, verified in such manner as the Engineer-in-charge may require any documents so kept and such other information as the Engineer-in-charge may require.

PCains

प्राप्ति अधिकारी
प्राप्ति अधिकारी

(23)

प्राप्ति अधिकारी
प्राप्ति अधिकारी

by a duly authorised 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.

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 unprecedeted floods, 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 the 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 audit 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 below specification, the Contractor shall be liable to refund the amount of overpayment, and it shall be lawful for department to recover 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.

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

The Government shall have right to provide a system of pre-check of Contractor's bills by a specified Organisati~~on~~, 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 over - payments/excess payment 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, hereinafter provided and the Contractor will refund such over/excess payments.

Clause 48 B: 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 payment detected, as a result of such check measurement or otherwise at any stage upto 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 on the Government. As per direction, 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 Performance Guarantee and/or 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, thereaftr~~er~~, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. 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 effect such recoveries under Public Demands Recovery Act.

Clause 51: Jurisdiction of Court:

In the event of any dispute arising between the parties hereto, in respect or any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed any by no other court, after completion of proceedings under Clause 23 of this contract.

P. Gaur

(24)

अधिकारी अधिकारी
मान नियमान
खापड छवा

Clause 52 :Road:

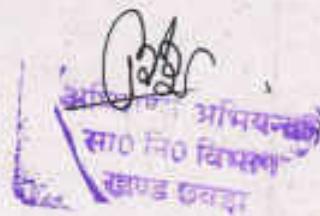
In continuation to previous order dated 02.07.2010 the condition for additional performance security has modified by Empowered Board in meeting held on dated 27-08-2010 as follows:

1. For the future cases rate analysis for specific project shall be worked out by S. E. PWD circle concerned considering geographical conditions/parameters, availability of material and manpower at site, etc. This rate analysis is to be submitted in sealed envelope before opening financial bid.
2. After receiving a bid if the difference between lowest successful bidder rate/amount and department project specific rate analysis is more than 10% then the bid shall be considered unbalanced and amount equal to this difference amount shall be taken as additional performance security from the successful bidder.
3. In case of the tenders floated before 02.07.2010 the project specific rate analysis may be prepared afresh as above by concerned SE and amount of additional performance guarantee be decided accordingly. The other conditions of order dated 02-07-2010 will remain same.

Building:

In continuation to previous order's of Chief Engineer and Additional Secretary no. F. 5 (15) (177) / Sec. II/2009/D-45 dated 16.09.2010 these order will be applicable for building works (Civil and Electrical) also with immediate effect on BSR and non BSR rates.

8 Clain



Progress Statement Referred to in Clause 2 of Conditions of Contract

Name of Works	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of progress

The Contractor has been informed that his tender has been accepted.

Dated..... Signature of Engineer-in-charge Dated..... Signature of Contractor

Notes: For filling in the Progress Statement From

1. Columns 2,3 and 4 must be initialled and dated by the Contractor.
2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised 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 (c) 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 six 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 Chief 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 Chief Engineer or other duly authorised Engineer and the Contractor.

अधिकारी अधिकारी
साठ निर्विभाग
खापड छवडा

(28)

अधिकारी अधिकारी
साठ निर्विभाग
खापड छवडा

□ □ □

१३

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 words and expressions shall have the meaning hereby assigned to them respectively, that is to say:
 - (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 defined 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 of 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 payments 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.
6. **Note** : The term "working day" means a day on which labour 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
 - (c) Total number of days worked during each wage 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.
 - (f) Wages actually paid for each wage period.
 - (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.

R. Gaur

(29) १४२
राजस्थान अधिकारी
सरकारी विभाग
राजस्थान

राजस्थान अधिकारी
सरकारी विभाग
राजस्थान

१००/१०/१५५१३१४३०८०८०८

Wages 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 authorised, namely the following.

- (a) Fines.
- (d) 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 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.

(i) 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 or 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 Indian Language a list approved by the Labour 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 Register:** The wage register, the wage card and the register of fines deduction required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.

10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the 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.

11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the default has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned in case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had given decision on such appeal.

12. **Appeal against the decision of Labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorised, may appeal against. Such decision to the Labour Commissioner within 30 days from the date of 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 proceedings.

13. **Inspection to 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 workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the State 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 to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in the behalf, shall be final.

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

(1) **SCHEDULE I** **COMMISSION FOR WHICH FINE CAN BE IMPOSED**
Wilful in subordination or disobedience whether alone or in combination with another. (2) The fraud dishonesty in connection with the contractors business or property of the Rajasthan P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitual attendance. (5) Drunkenness, fighting, riot or disorderly or indecent behaviour. (6) Habitual negligence. (7) Smoking near or around the area where combustible or other materials are stocked. (8) Habitual indiscipline. (9) Causing damage work in progress or to property of the Rajasthan P.W.D. or the contractor. (10) Sleeping on duty. (11) Malingering or sowing sowinjr down work. (12) Giving of false information regarding name, age, father's name. (13) Habitual loss of wage cards supplied by the employers. (14) Unauthorised use of employer's property or manufacturing or making of unauthorised articles at the work place. (15) Bad workmanship in construction and maintenance by Skilled workers is not approved by the department and for which contractors 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 of the employers. (19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorised 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.

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 at which they are to be charged for		
	Rate which the materials will be charged to the contractor	Unit	Rs.
		NP.	Place of Delivery
Doors, with Chowkhats			
-----do-----			
-----do-----			
Windows with Chowkhats			
-----do-----			
-----do-----			
Steel Shapes			
-----do-----			
-----do-----			
Bars Mild Steel			
Sheets Plain, G.I.			
-----do-----	Corrugated G.I. etng, Wire		
Belts Tower			
-----do-----			
Locks, Mortice			
-----do-----	Rim		
Hinges, Butt			
-----do-----			
Hinges, Spring			
Cement, Portland			

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission to the tender.

(Signature of Contractor)

(Signature of Engineer)

Planning

32
Progress Statement Referred to in Clause 2 of Conditions of Contract

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

The Contractor has been informed that his tender has been accepted.

Date :
Engineer in-charge

Date
Contractor

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

1. Columns 2,3 and 4 must be initialled and dated by the contractor.
2. Column 4 must be initialled and dated by the Chief Engineer or other duly authorised 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; specified in line 3, clause 2, page 3 of the "conditions of contract".
4. The date in 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 work tendered for, and six 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 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 authorised Engineer and the contractor.

R. G. M. V.

(32)

अधिकारी अधिकारी
साठ नियमान्वय

कार्यालय अधिकारी अभियन्ता सार्वजनिक निर्माण विभाग खण्ड छब्बी

क्रमांक : 2244

दिनांक : 31.05.2018

उपर्युक्त संरक्षक,
बारा।

विषय:- Diversion Of 13.558 Hact. of Forst Land for upgradation of

kota - Dharnawda Road in Baran Forest

प्रसंग :- आपका पत्र क्रमांक 10361 दिनांक 25.05.2018

उपरोक्त विषयान्तर्गत निवेदन है, कि उक्त प्रकरण में वांछित सूचना निम्नांकित है:-

1. दिनांक 01.06.2013 को पदस्थापित अधिकारी व वर्तमान पदस्थापन की सूचना संलग्न है।

2. सम्बन्धित कार्यालय की प्रति।

3. कॉन्ट्रैक्टर डोक्यूमेंट।

संलग्न :- उपरोक्तानुसार

Q. २०१८

अधिकारी अभियन्ता
सा.नि.वि. खण्ड छब्बा

दिनांक :

क्रमांक : प्रतिलिपि श्रीमान् अधीक्षण अभियन्ता सा.नि.वि. वृत् बारा को सूचनार्थ प्रेषित है।

Q. २०१८

अधिकारी अभियन्ता
सा.नि.वि. खण्ड छब्बा

कार्यालय अधिशासी अभियन्ता सार्वजनिक निर्माण विभाग खण्ड छबड़ा

:: दिनांक 01.06.2013 को पदस्थापित अधिकारियों की सूचना ::

क्र. सं.	नाम	पदनाम	वर्तमान पदस्थापन स्थान
1.	श्री जी.एल.राव	विभागाध्यक्ष	सेवानिवृत
2.	श्री पी.के. जैन	अधीक्षण अभियन्ता	सेवानिवृत
3.	श्री ओम प्रकाश शर्मा	अधिशासी अभियन्ता (अतिरिक्त चार्ज)	RSRDC kota
4.	श्री ओम प्रकाश शर्मा	सहायक अभियन्ता उपखण्ड छबड़ा	RSRDC kota


 अधिशासी अभियन्ता
 सा.नि.वि. खण्ड छबड़ा