

WORK ORDER

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 Dharnwada 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 /D-262 Dated 02/08/2013 & This office letter No. 547 Dt. 12/08/2013 & 578 Dt. 19/08/13

Sir,

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 Ist 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 your 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

Copy submitted/Forwarded to the following for information and necessary action.

1. The Accountant General Rajasthan, Jaipur with copy of Agreement.
2. The Chief Engineer P.W.D. Rajasthan, Jaipur.
3. The Add. Chief Engineer P.W.D. Kota, Zone Kota.
4. The Superintending Engineer P.W.D. Circle, Baran.
5. The Executive Engineer P.W.D. Quality Control Division Baran Along with copy of Schedule "G"
6. The Assistant Engineer P.W.D. Sub. Division Ist Chhabra
7. The Mining Engineer, Jhalawar



(D.K. Vishwakarma)

Executive Engineer

PWD Division Chhabra

AGREEMENT NO. 40

Year 2013-14

BARAN Circle

Division Chhabra

Subdivision Chhabra-I

Name of work Reconstruction of Road strengthening widening

Name of Contractor Raising of Pavement & C.D. work Kota CKGWL Salbu

Sanction No. 105590/2012 Dt. 24-5-2012 Rs. 9850.00 under Salu Ge

Technical Sanction No. A.C. 19501 P.W.D. Card No. 105590/2012

Job No. 2) S.O. 51/2012 Genl. Secy. P.W.D. Baran/2013-14

(a) Stipulated Date of start of work 5/9/2013

(b) Stipulated Date of Completion of work 4/8/2014

(c) Actual Date of Completion

Extension applied on & sanctioned

Vide : C.E./S./E.E. No. Dt. 200

Details of Documents Page

(a) Percentage Rate Tender R.P.W.R. 100
(See rule-322 & note 1 below rule 331)

(b) Schedule A to F

(c) Schedule H

(d) Schedule G

(e) Schedule

(f) General Specification and Conditions of Contract

(g) Contractor's Labour Regulations

(h)

(i)

Page
AAR Rs 9850.00 Lach
Addl. Secy P.W.D. Jaipur
No. P-17 (1852) Secy (2013)
D-110 Dt 24-5-2012 &
C.F.P.W.D. Jaipur No. P-17
(1852) Secy (2013) D-111
Dt 24-5-12

No.

Date

Copy forwarded to : 1. The Accountant General, Rajasthan, Jaipur/Chief Accounts Officer
2. The Superintending Engineer
3. The Divisional Accountant/ Divisional Accounts Officer/ Sr. DAO
4. The Assistant Engineer/ JEN
5. Auditor .
6. Shri..... Contractor
7 M/s

Amended up to 31-12-2010

(61)

**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 atam/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 1st 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 in 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 (Form 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 all enclosures, to the following office/officers, on the date of receipt of tenders:

P. Chait

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साठ नि० विभाग
खण्ड इकाई

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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 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 expended 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 reserves the right 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 start the work or does not complete the work and work has to be put to retendering, he shall stand debarred from participating in 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 for 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.

PC Chair

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

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CONTRACT FOR WORK

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorised Engineer,
• The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful 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.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of 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,
3. Receipts for payments, made on account of a work then executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in 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 tender, 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.
5. 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.
6. The Chief Engineer or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any, reason.
7. The receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be -considered as an acknowledgement of payment to the Chief Engineer or other duly authorised Engineer.
8. The memorandum of work tendered for, memorandum of materials and tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office.-of the Chief Engineer or duly authorised Engineer before a V tender form is, issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it could be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under Official Secret's Act for maintaining secrecy of the tender documents, drawings or other record connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawing given to them.

P. Chaitanya

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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 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/themselves has/have tendered or worked 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 times 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 its 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 program accordingly. No claim whatsoever, for not giving the site in full on award of the work or for giving the site gradually in part, 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 stated. Conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical, organisational capacity and working experience to execute the work of 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, when 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.

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सहायक अभियन्ता

प्रा. वि. विभाग

P. Chait

सिन्धुगिरि अभियन्ता

सा. वि. विभाग

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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. Chain

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साठ नि० विभाग
खण्ड उमड़ा

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 valuation 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 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 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 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 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 10* 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

सचिव, राजस्थान सरकार
राजस्थान शांति भवन
जयपुर

P. Chait

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अधिसूचना अधिनियम
सा 0 नि 0 विभाग
खापड़ छबड़ा

Engineer-in-charge

CONDITIONS OF CONTRACT

Clause I : Security Deposit:

"The security deposit (10% of the gross amount of the running bill shall 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 the Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand so made, shall be conclusive as regards, to amount due and payable by the bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid upto the specified date unless, extended on demand by the Engineer in charge, which shall include the period of completion of the contract and the period of extension as per terms of the Agreement. The Bank Guarantee shall be discharged unless a claim in writing is lodged with the Bank within the period specified in the Bank Guarantee including the extended period. After satisfactory completion of the work, the Contractor shall submit a statement to the Engineer in charge.

(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 [of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive] shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under this contract 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 courses being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be exaction 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 exerciseable 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 exerciseable in the event of any future case of default by the contractor for which, by any clause of 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

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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 finality of work. Such extensions shall be granted in accordance with provisions under clause [2] of this agreement.

Clause 5 A : Monthly Return of Extra Claims :

Contractor has to submit a return every month for any work claimed as extra. The Contractor shall deliver the return to the office of the Executive Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th of every month during the continuance of the work covered by this contract a return showing details of any work claimed as extra by the contractor, which value shall be based upon the rates and prices mentioned in the contract or in the schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return and will have no right to enforce any such claims not included, whatsoever be the circumstances.

Clause 6: Final Certificate:

On completion of the work, the Contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer, accepting the contract on behalf of the 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 such 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 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 along with 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 fifteen 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 works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments by way of advance against the final payment only and not as payments for work done and completed, and shall not be considered as an admission of the due performance of the contract, or as a discharge 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 works in any other way vary of 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.

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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) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months, if a final bill (which contains no disputed item of 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 of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fails to do so, his 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 requested measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of 7 days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book which shall be binding on the Contractor in all respects.

Clause 8 A: Contractor to be given time to 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 with 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 hereinafter provided for similar work.

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

payments due to the contractor may if so desired by him, made to his Bank instead of direct to him, provided that the contract 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 cut, as being due to him, by Government, or his signature on the Bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the Contractor, should whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in 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 Engineer-in-charge's stores, or if, it is required that Contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time, required to be used by him for the purpose of the

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

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

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and, in case of default, the Engineer-in-charge shall be at liberty to employ any 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 cost 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 procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

Clause 10 C: Hire of Plant & 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 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 be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Contractor shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions as aforesaid. A Certificate of Executing works as per approved design and specifications etc. shall be given on each Running Account Bill.

The specification of work, material, 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 alteration, omissions or additions to or substitutions for the original

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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 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 cartage only, of materials, actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work 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 lacking 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 items at which reasonable notice of the intention of the Engineer-in-charge or his subordinate or any other authorised agency of the Government of committee of retired officer/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

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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 part 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 followings.

- (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 or any article of 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, -noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise there from, provided that the contractor shall not be liable to indemnify the 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 else-where. 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 or 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 sums 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.

Clause 27: Definition of work:

The expression "works" of "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 27 A: 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 rate 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 I 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 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 matter how it may be caused, shall be made good by the Contractor free of cost.

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All template, forms, moulds, centering, false works and mdoels, which int he opinion of the Engineer-in-charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contrator 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 ont he work from carrying out their part of the work within the stipulated time he will be lible 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, octfoi and any othe taxes and duties in repect of materials actually consumed on pulic work, shall be borne by the Contractor.

Clause 36 B:

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 indicatd.

Clause 36 C : Payments of Sales Tax and any other Taex :

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 materails 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 manufacured and supplied by the Contractor works executed under the contract, the responsibility of payment of sales tax would by that of the Engineer-in-charge.

Clause 37 : Refund of Performance Guarantee and Security Deposit :

The Performance Guarantee and/or 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.
- ¹[(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.]
- ²[(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 riot less than fair wages/minimum wages to labourers engaged by him on the work as reyised 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 clase (clause 45) of the agreement.
Explanation : "Fair Wage" means minimum wages for timw or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contact of the contrary, cause to be paid fair wages to labourers indirectly engaged ont he work, including any labour engaged by his sub-contractors in connection with the said York as if the labourers have been immediately or directly employed by him.
- (c) 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 Gove'nment, from time to time, inregard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, ntaintenance 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.

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- (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 gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of the Department. If such 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 may be.

Clause 43 : Quality Control:

The Government shall have right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

Clause 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.

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Clause 44: Death of Contractor:

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the legal heirs of the Contractor or the 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 (excepting those materials supplied by the department)/labour/bitumen/diesel/per ton/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 of tenders 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:

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

V_L = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.

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

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_L = 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).

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

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_{LM} = 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). P_M = Percentage of material components (excluding materials supplied by the Department).

(C) Bitumen

$$V_b = 0.85 \times \frac{P_b}{100} \times R \times \frac{(B_1 - B_0)}{B_0}$$

- 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

$$V_i = 0.75 \times \frac{P_i}{100} \times R \frac{(F_i - F_o)}{F_o}$$

- V_i = 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_o = 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_i = 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_i = 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

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

- V_o = 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).]

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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.

$$P = \frac{P_o}{100} \left(15 + 55 \frac{MP}{MP_o} + 15 \frac{W_o(D)}{W_o} + 15 \frac{W_o(I)}{W_o} \right)$$

Where:

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

P_o= Price quoted/confirmed.

MP_o= 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_o= 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_o & W_o 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_o(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_o(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 & W_o 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-----	10%	percent
(b)	Material-----	51%	percent
(c)	Bitumen-----		percent
(d)	Diesel and Petrol-----		percent
(e)	Cement-----	33%	percent
(f)	Steel-----	2%	percent
Total-----		96%	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 34.
 - (c) Secured Advance/any advance added earlier but deducted now after work is measured.
 - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally 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 entertained.
12. If the period of completion including extended period attributable to Government exceeds twelve months but cost does not exceeds 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 RBI.
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 climbed 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.

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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-unprecedented floods, volcanic eruptions, earthquake of 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 Organisation 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, hereing before 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 else-where in this contract shall be recoverable from the Contractor, as any other dues payable to the Government.

Clause 49: Dismantled Materials;

The Contractor in courses 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, thereafter, 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.

Clause 52 :Road:

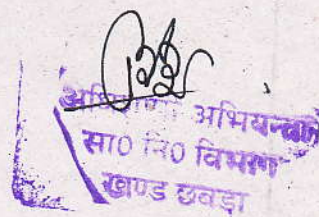
In continuation to pervious order dated 02.07.2010 the condition for additional performance security has modified by Empowered Board in meeting held on dated 27-08-2010 as follows:

1. For the future cases rate analysis for specific project shall be worked out by S. E. PWD circle concerned considering geographical conditions/paramoters, availability of material and manpower ht site, etc. This rate analysis is to be submitted in sould 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 teners 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 appliable for building works (Civil and Electrical) also with immedate effecton BSR and non BSR rates.

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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. Columns 4 must be initialled and dated by the Chief Engineer or other duty 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 (e) of the Memorandum below. "Tender for works."
5. Column 4 This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole of 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 duty authorised Engineer and the Contractor.

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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.
 - (ia) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.
 - (ii) No fines shall be imposed on a worker and on deductions for damage or loss shall be made until worker has been given an opportunity 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 or 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 the 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 of Wage Books and Slips :** The contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his 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 Sated Government on his behalf.
14. **Submission of Returns:** The Contractor shall submit periodical returns as may be specified from time to time.
15. **Amendments:** The State Government may, from time 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.

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PC Chair

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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
1	2	3	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**

- Columns 2,3 and 4 must be initialled and dated by the contractor.
- Column 1 must be initialled and dated by the Chief Engineer or other duly authorised Engineer also.
- 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".
- The date in column 3 must correspond to the period stated in clause (f) page 2 of the tender.
- 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..
- 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.

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