



# Rajasthan Housing Board

AGREEMENT NO .....

YEAR.....

.....Circle

Division.....

**Name of work: Work for operation and Management of Bars for  
Club-21 at Raj Aangan Yojana Pratap Nagar,  
Jaipur**

Name of Contractor.....

Sanction No .....date.....Rs.....

Technical Sanction No.....

(a) Stipulated Date of start of work.....

(b) Stipulated date of completion of work.....

## Details of Documents

(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) .....

**Amended up to 01.03.2011**

# RAJASTHAN HOUSING BOARD

OFFICE OF THE .....

## NOTICE INVITING TENDERS FOR WORKS

Tenders are hereby invited on behalf of the Chairman, RHB for the works of ..... from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Board/ Central Board Undertaking/ Organization 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.1.5 crores but not exceed Rs. 3.00 crores.

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.

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) up to.....Am/pm (time) on the .....(date) and will be opened by him in his office at.....am/pm(time) on.....(date) in the presence of such Contractors or their authorized representatives, as are present.

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 tenderer. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.

The work is to be completely finished to the satisfaction of Engineer-in-charge within..... Months from the 10<sup>th</sup> day after the date of written order to commence the work.

Earnest Money, amounting to Rs.....must accompany each tender and each tender is to be in a sealed cover, super scribed "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 Nationalized/Scheduled Banks, should be deposited with the cashier or authorized clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs.5 crores and above, Earnest Money of Rs. 10 Lac. Shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (From RPWA 87) or in cash. Enlisted contractors shall be required to deposit ½% 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.

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 or 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 to 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.

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.

Tender forms as issued from the office (s) mentioned above (Para 4 ), must be returned, with be returned, with all enclosures, to the following office/officers, on the date of receipt of tenders:

### Value of Tenders

### Name of Office

- (i) Tenders for which sanctioning authority is RE/ DHC
- (ii) Tenders for which the sanctioning authority is

Divisional/Circle office  
Addl.CE/CE Office

followed,

1. For tenders to be accepted by Resident Engineer	20 days
2. For tenders to be accepted by DHC	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 Works Committee	70 days
* Note :- Communication of acceptance of tender shall also within the above limits.	

otherwise from the date of opening of financial bid:]

If any tenderer withdraws his tender prior to expiry of said validity period or mutually expended period or makes modifications in the rate, terms and condition of the tender within the said period, which are not acceptable to the Board or fails to commence the work in the specified period, fails to execute the agreement the Board shall without prejudice to any other right or remedy be at liberty to forfeit the amount of earnest money given in any form 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 re-tendering, he shall stand debarred from participating such re-tendering in addition forfeiture of Earnest Money/ Security Deposit and other action under agreement.

All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling other Discrepancies or which contain over-writing in figures or words or corrections not initialled and dated, will be liable for rejection.

Enlisted Contractors, will be required to pay Earnest Money @ ½% of estimated cost of work put to tender, in case of work or which they are authorized 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 circumstance explained in class 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.

The tender should be accompanied with Income Tax and Sales Tax Clearance Certificate from the concerned department authorities, without which the tenders may not be entertained.

The whole work may be split up between two or more contractors or accepted in part and not in entirety if is Considered expedient.

**Signature of Engineer-in charge  
For and on behalf of the Chairman RHB**

**CONTRACT FOR WORK GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS**

1. All works 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 authorized 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 tender 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 Resident Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorized 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, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm, 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 partner 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/schedule rates shall be mentioned, Tenders which propose any alteration in the work, specified in the said form of invitation of 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 of 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 authorized Engineer will open the tenders in the presence of any, Contractor (s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amount of all the tenders in the Register of Opening of Tender (Form RPWA 20A). In the event of the tender being accepted, a receipt for the earnest money deposited shall be given to the Contractor, 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 return to the contractor making the same.
6. The Chief Engineer of other duly authorized 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 authorized to receive such amount, will not be considered an acknowledgement of payment to the Chief Engineer or other duly authored 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 filed in and completed in the office-of the Chief Engineer or duly authorized Engineer before the tenders 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 would 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 secrets act for maintaining secrecy of the tender documents, drawings or other record connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawing given to them.

**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 therefore to any person other than a persons to whom I/we am/are authorized 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 parentage Rate below or above estimated/schedule rates, will be summarily rejected, However, if a tenderer voluntary offers a rebate for payment within a 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 communicates 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 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 who may and has/have tendered for the same work. Failure to observe the secrecy of tender will render tender or the contractors. 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 taking 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 'G' by the board for such time 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 abide the rules and orders issued there under, from time to time. If he fails to do so, his failure will be a breach of the contract and original sanctioning authority in his 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 Board to make he entire site available on the award of the work, the Contractor shall arrange his working programmer accordingly. No claim/whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisitions of land, approach roads etc.
19. The Tender documents show already the specific terms and conditions on which tender s are required by the RHB Hence all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm; as such conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provided adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
21. The Chief Engineer or other duly authorized 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 of acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in charge shall be at liberty to forfeit the said earnest money absolutely.
22. The Contractor shall submit the list of the work, which are in hand (progress). In the following form::

<b>Name of work</b>	<b>Name and particulars of the Sub Division/ Division, where work is being executed</b>	<b>Amount of work</b>	<b>Position of works in progress</b>	<b>Remarks</b>
1	2	3	4	5

23. The Contractors shoul 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 rated 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 over writings, 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 disputed impossible on this score.
25. After acceptance of the tenders, 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 form participating in such reentering if addition to forfeiture or 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/negotiation, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him form business shall be taken as per enlistment rules.  
 (b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him form business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

**Tender for works**

I/We hereby tender for the execution for the Chairman RHB 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 in Rule 1 in all respects in accordance with such condition 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 queries/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 ½% within their zone of enlistment.
- (d) Security Deposit:
  - (i) "The Security deposit @ 10% of the gorses amount of the running bill shall deducted form each running bill and shall be refunded be per rules on completions of the contract as per terms and conditions. However he amount of security deposit deducted form running bills shall not be converted into any mode of security's bank guarantee, FDR etc. The earned money deposited shall however be adjusted while deducting security deposit' form first running bill of the contractor. There will be no maximum limit of security deposit.
  - (ii) However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable from 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."
  - (iii) 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 form the 10<sup>th</sup> day after the date or written order to commence the 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 of his successor in his 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 Chairman RHB or his successor in office without prejudice to any other right or remedies of Chairman RHB of 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 or Contractor

Date:

The above tender is hereby accepted by me on behalf of The Chairman, RHB.

Dated the .....Engineer-in charge

## CONDITIONS OF CONTRACT

### Clause 1: Security Deposit:

“The Security deposit @ 10% of the gross amount of the running bill shall deducted form 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 form 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 exaction 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 form the “Running Account Bills”

All compensations or other sums of money payable by the contractor to the RHB under the terms of his contract may be debuted form or paid by the sale of a sufficient part of his Security Deposit, or form interest arising therefore, or form any sums, which may be due or may become due to the Contractor by the RHB on any account whatsoever, and what in the event of his security deposit being reduced by reason of any such deductions of sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash of Bank Guarantee of Nationalized/Scheduled bank, as aforesaid, any sum of sums which may have been, deducted from of raised by sale of his security deposit or any part there of.

If case of Bank Guarantee of any Nationalized/ Schedule Bank is furnished by the Contractor to the Contractor to the RHB 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 RHB to make good the deficit.

The liability obligation of the bank under the Guarantee Bound shall no be affected or suspended by any dispute between the Engineer-in charge and the Contractor, and, the payment, under the Guarantee Band by the bank to the Board shall not wait till the disputes are decided. The bank shall pay the amount the Guarantee, without any demur, merely on a demand form the RHB stating that the amount claimed is required to meet the recoveries due or likely to be due form the Contractor. The Board 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 up to the specified date unless, extended on demand by the Engineer-in charge, which shall include the period of completion of the contract and the defect removal period as per terms of the agreement. Bank’s liability shall, stand automatically discharged unless a chain in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by Contractor, the Chief Engineer or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

RHB, is not concerned with any interest accruing to the Contractor On any form of Security (Primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to Secures its own position. These will be matters between the Bank and the Contractor.

### Clause 2: Compensation for delay:

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned form the 10<sup>th</sup> day after the date written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Security Deposit. Besides appropriate action may be taken be the Engineer-in charge/ competent authority to debar him form taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be preceded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceed good progress during the excavation of work, the contractor shall be bound in all cased in which the time allowed for any work exceed one month (save for special jobs), to complete 1/8\* of the whole of the work before 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed 3/8<sup>th</sup> of the work before 1/2 of such time has elapsed and 3/4\* of the work before 3/4 of such time has elapsed. If the contractor fails to voml late the work in accordance with this time schedule in terms of cost in many, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Board at every time span as below:

A.	Time Span of Full Stipulated period (.....days)	1/4 <sup>th</sup> (.....days)	1/2 <sup>th</sup> (.....days)	3/4 <sup>th</sup> (.....days)	Full
B.	Work to be completed	1/8 <sup>th</sup>	3/8 <sup>th</sup>	3/4 <sup>th</sup>	Full

in terms of money (Rs.....) (Rs.....) (Rs.....) (Rs.....)

C. Compensation payable	2.5% of	5% of	7.5% of	10% of
By the contractor for	Scheduled	Scheduled	Scheduled	Scheduled
delay attributable to	work	work remained	Work remained	Work remained
the attributable	remained	unexecuted	unexecuted	unexecuted
to stage	unexecuted	on the last	on the last	on the last
		on the last	day of (1/2)	day of (3/4)
		day of (1/4)	time span	spen
		time span		Full period

**Note:** In case delayed period over a particular span is split up and is jointly attributable to RHB and contractor, the competent authority may reduce the compensation in proportion of delay attributable to RHB over entire delayed over that span after clubbing up the split delays attributable to Board and this reduced compensation would be applicable over the entire delayed period without paying any escalation. Following illustration is given.

[1] First time span is of 6 months, delay is of 30 days which is split over as under

Sdays [attributable to RHB] + Sdays [attributable to contractor] + Sdays [attributable to Board] + Sdays [attributable to contract] + Sdays [attributable to RHB]+ Sdays [attributable to contractor]. Total delay is thus clubbed to 15 days [attributable to RHB] and 15 days [attributable to contractor]. The normal compensation of 30 days as per clause 2 of agreement is 2.5 which can be reduced as 2.5 15/30 1.25 over 30 days without any escalation by competent authority.

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender. In case the “delay in execution of work is attributable to the contractor, the span wise compensation, as laid down in this clause shall be mandatory. However in case the slow progress in on time span is covered up within original stipulated period ^then the amount of such compensation levied earlier shall be refunded. The price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost or work, as would be admissible if work would have been. Carried out in that particular time span. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensations.

However, if for any special job, a time schedule has been submitted by the contractor before execution of the agreement, and it is entered in agreement as well as same has been accepted by the Engineer-in charge, the contractor shall complete the work within the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay compensation as this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the Board, reasons shall be recorded for each delay.

**Clause 3: Risk & Cost Clause :**

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship of otherwise or to any claims for damages in respect of any breaches of contract and without prejudice to any rights remedies under any of provisions of this contract of otherwise, and whether the date for completion has or has not elapsed by notice in writing, absolutely determine the contract in any of the following cases.

- i. If Contractor having been given by the Engineer-in charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanship manner, shall omit to comply with the requirements to such notice for a period of seven days, thereafter, or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of the already, failed to complete the work by that date.
- ii. If the Contractor, being company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up orders.
- iii. If the Contractor commits breach of any of the Terms and conditions of this contract.....
- iv. If the contractor commits any acts mentioned in Clause 19 hereof.
- v. When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Chairman, RHB shall have powers.
  - (a) To determine or rescinded 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, for any loss sustained by him by reason of him having purchased any materials or entered into any engagement or made any advances on account of full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Board.
  - (b) To employ labor 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 labor and the price of the materials (if 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 Contract. Provided also that if the expenses incurred by the Board are less then 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 there of, as shall be unexecuted out of his hands and to give it to another 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 Board under this contractor on any other account. Whatsoever, or from his Earnest money, Security Deposit, Enlistment security or the proceeds or sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of him having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the performance of contract. And, in case action is taken under any of precisions aforesaid, the Contractor shall not 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 valued so certified.

**Clause 4: Contractor remains liable to pay compensation, if action not taken under clause 3:**

- (i) In any-case in which any of the powers conferred by clause 3 hereof, shall have become exercisable and the same shall have not been exercised the non-exercise, thereof, shall to constitute waiver of any the conditions hereof, and such power shall not with stating, be exercisable in the event of any future case of default by the contractor for which, by any clause or clause hereof, he is declared liable to pay compensation amounting to the, whole of his security Deposit/Earnest Money/Enlistment security ant 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 interred to used for the executing of 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 authorized Engineer [whose certificate, thereof, shall be final and conclusive], otherwise the Engineer-in-charge may, be notice in writing to the contractor or his clerk of the works, foreman, or other authorized agent, require him to remove such tools plant, materials or stores form 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 authorized 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, ant the certificate of the Chief Engineer or other duly authorized 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 the hindrance, on account of which he desires such extension as a foresaid, and the Authority Competent to grant extension under the rule/delegations of powers or other duly authorized Engineer shall, if in his opining, [which shall be final] reasonable grounds be shown therefore, authorize such extension of time if any as may, in his opinion, be necessary or proper, if the period 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 expire 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 wait 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 in the office of the Resident Engineer arid obtain Receipt Number of the Receipt register of the day on or before 10<sup>th</sup> day of every month during the continuance of the work covered by this contract a return showing details of any work claims as extra by the contractor, which values 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 climes 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 behalf of the Board 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, of other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material 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 of such dirt and fill the pit, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as aforesaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as aforesaid, the Engineer-in charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in charge shall have power to cancel the measurements already taken by his subordinates and acknowledged By the Contractor and to take measurements again, 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 fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by the Engineer-in charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

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

**Clause 7: Payments of Intermediate Certificate to be regarded as advance:**

No Payments shall be made for works estimated to cost less than Rupees twenty five thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand, the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part, thereof, then approved and passed by the Engineer-in charge, whose certificate of such approval and passing of sum, so payable, shall be final and conclusive. Running Account Bill shall be paid within 15 days from presentation. But all such intermediate payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not be erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in charge under these conditions or any of them to the final settlement and adjustment of the accounts of otherwise or 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.

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 of 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: Bill 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 exacted 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, recorded, or paid, if possible, before the expiry of ten 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 an 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 be Measurement recorded by the department :**

Before taking any measurement of any work as have been referred to be preceding clauses.6,7,& 8 the Engineer-in-charge of subordinate, deputed by him shall give reasonable notice to the contractor. If the contractor fails to be present at time of taking measurements after such notice or fails to sign of 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 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 Contractor 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 of 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 case tender or of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates her in after provided for such work.

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

Payments due to the contractor may if so desired by him, made to his Bank instead of direct to him, provided that the contractor his furnished to the Engineer-in-charge (i) an authorization in the form of a legally valid document, such a Power of Attorney conferring authority on the Bank to receive payments and (ii) his own acceptance of the correctness of the account made out, as being due to him, by RHB, or his signature on the Bill or other claim preferred against RHB 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 shall whenever possible, present his bill duly receipted and discharge through his Banker. Nothing, herein contained, shall operate to create in favor of the Bank any rights vis-à-vis the Chairman, RHB.

**Clause 10: Stores supplied by Board :**

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 of 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 of the purpose of the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied at the totes specified in the said schedule of 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 of the proceeds or sale, it the same is held in RHB securities, the same or a sufficient portion therefore being in this case, sold for the purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of the RHB, shall remain the absolute property of RHB. The Contractor shall be the trustee of the stores/material, so supplied/procured, and there 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 rescinding of the contract, shall be returned to the Divisional Officer's stores. If by a notice in writhing under his band, he shall so require, and if on service of such notice, the contractor fails to return such materials, so required, he shall be liable to pay the price of such materials in accordance with the provisions of clause 10 B ibid. But the Contractor shall be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractors, he shall be paid for at the price originally charged excluding storage charges, in case of materials supplies received with the assistance of the Board including freight, cartage, taxes etc. paid by the Contractor, in the case of supplies received with the assistance of the Board, which however, should in no case exceed market rate prevailing at the time materials are taken back. The decision of the Engineer-in- charge, as to the price of the price of the stores returned, keeping in view its conditions ets. Shall be final and conclusive. In the event of breach of the aforesaid condition, the Contactor shall, in addition to throwing himself open to account of contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Board all advantages of 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 of damage on account of any delay in supply, or non-supply thereof, all any such materials and stores.

**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 other person(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-

charge may cause the same to be supplied and all costs which may attend such removal and substitution, are to be borne by the Contractor.

**Clause 10 B: Penal Rate in case of excess consumption:**

The Contractor shall also be charged for the materials consumed in excess of the requirement calculated on the basis of standard consumption approved by the Board at double of the issue rate including storage and supervision charge or market, 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 Board 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 referred. 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 charge and other terms and conditions as per department 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 etc.

**Clause 11: Works to be executed in accordance with specification Drawing Orders etc.**

The Contractor shall execute the whole and every part of the work in the most substantial & 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 design and specification etc. shall be given on each Running Account Bill.

The specification of work, material, methodology of execution, drawings & designs shall be signed by the contractor and the Resident 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 specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge, and such alteration, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work shall be carried out work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional altered or substituted work under this clause shall- be worked out in accordance with the following provisions in their respective order.

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the altered, additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clause (i) to (ii) above, then the rates for such composite work item shall be worked out on the basis of the concerned Schedule of Rates of District/area specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the tender. Provided always that if the rate for a particular part of parts of the item is not the Schedule of Rates, the rate for such part of parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rate claimed and the Engineer-in-charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items failing under the clause.
- (v) Except in case of item relating to foundations, provisions contained in sub-clause (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender document under Clause 12 A.

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

- a. For building, compound, wall, plinth level or 1.2 meters (4ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.

- b. For abutments, piers, retaining wall of culverts and bridges, walls of water reservoirs and the bed of floor level.
- c. For retaining walls, where floor levels in not determinate 1.2 meters above the average ground level or bed level.
- d. For roads, all items of excavation and filling including treatment of sub base and soiling work.
- e. For water supply lines, sewer lines under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- f. For open storm water drains, all items of work except lining of drains.
- g. Any other items of similar nature which Engineer-in-charge may decide relating to foundation.

The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit shall be determined in accordance with the provisions contained in

**Clause 12 A Clause 12 A:**

The quantum of additional work for each item shall not exceed 50 % of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Engineer-in-charge and the Contractor. The limit shall not be applicable on item relating to foundation work, which shall be excused as per original rates of provision of clause 12 (i) to (iv).

- i. In case of contract substituted items of additional, which results " in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause
- ii. of clause 12 and the Engineer-in-charge may revise their rate having derived in according with the provision of sub-clause may revise their rates having regard to the prevailing market rates and 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 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 insider advisable. But under no circumstance, the contractor shall suspend tire 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 no withstanding the fact that the rate for such item 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 raes unless otherwise mutually agreed by the Engineer-in-charge and the Contractor.

**Clause 13: No compensation for alternation in or restriction of work to be carried out :**

If, may time after the commencement of the work, the RHB, 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 given notice in writing, of the fact to the Contractor, who shall have no claim to any payments of 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, drawing and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the contractor shall be paid the charge 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 of 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 form RHB stores, charges recovered, including storage charge shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

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

If, it shall appear to the Chief Engineer or any authorized authority or the Engineer-in-charge or his subordinates in-charge or the work, or to the committee of retired officers appointed by the by the State Board for the purpose that any work has been executed with unsound, imperfect of 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 rectory 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 provided other proper and suitable materials or articles, at his own cost, and in the event of his failing to do so, within a period too 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 four 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. DHC, Additional Chief Engineer, Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorized agency of the RHB 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 authorized agency of the of committee of retired officer/officers appointed by the RHB 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 in covered up :**

The Contractor shall given not less than 7 days notice; in writing to the Engineer-in-charge or his subordinate-in-charge of the work, before covering up of 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 cover up or place beyond the reach or measurement any work without the consent in writing of the Engineer-in-charge of the work, and if, any work, shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense or in default, thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed .

**Clause 17: Contractor liable for damage done and for imperfections:**

If the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, While in progress, from any cause, whatsoever, or any imperfection become apparent in it, within a period specified in Clause 37, after a Certificate, final or otherwise of its completion shall have been given by the Engineer-in-charge, may cause the same to be made good by other workmen and deduct the expense ( of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time, thereafter, may become due to the Contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

**Clause 18: Contractor to supply Plant, Ladders, Scaffolding etc.**

The Contractor shall arrange and supply at his own cost, all material (except such special materials, if any as may in accordance with the contract, be supplied from the Engineer-in-charge's stores) plants, tool appliances, implements, ladders, and cordage, tackle. Scaffolding and temporary works requisite of proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which, under these carriage thereof to and from the work. The contractor shall also arrange and supply, without charge, the requisite number of persons with the means and material necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee and/or Security Deposit or the proceeds of sale thereof, are sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall, be bear the expenses of defense of every suit, action or other proceeding at, law, that may be brought by any person for injury sustained Owing to neglect of the above precautions, and to pay may damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may with consent of the Contractor, be paid to compromise any claim by any such person.

**Clause 19: Work not to be sub-let, Contract may be rescinded and Security Deposit and Performance Forfeited for subletting, bribing or in Contractor Become insolvent:**

The contract shall not be assigned or sublet without the written approval of the Chief Engineer; and if the Contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceeding or mark any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward of advantage, pecuniary or otherwise, shall either, directly or indirectly be given promised or offered by the Contractor or any of his servants or agents, to any public officer or person, in the employ of RHB, in any way, relating to this officer or employment, or if any such officer or person shall become, in any way, directly or indirectly interested in the contract, the Chief Engineer may, there upon by notice, in writing, rescind the contract, and the performance Guarantee and Security Deposit of the Contractor shall, thereupon, stand forfeited and be absolutely at the disposal of RHB and the same consequences shall ensue as, if the contract had been rescinded under clause 3 hereof, and in addition the Contractor shall not be entitled to recovery or be paid for any work therefore, actually performed under the contract.

**Clause 20: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of RHB without reference to the actual loss of damage sustained and whether or not any damage shall have been sustained.

**Clause 21: Changes in Constitution of firm :**

Where the contractor is partnership firm, the previous approval, in writing of the Engineer-in-charge shall be obtained before business any charge is made in the constitution of the firm. Where the contractor is an individual of a Hindu undivided family concern, such approval, as aforesaid, shall likewise be for obtained before the contractor enters into any partnership agreement where under the partnership firm-would have the right to carry out the work thereby undertaken by the Contractor. If previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 19 hereof, and the same action may be taken, and the same consequences shall ensure, as provided in the said clause 19

**Clause 22: Work to be under direction of Engineer-in-charge :**

All the works to be executed under the contract shall be executed under the directed and subject to the approval. In all respect, of the Engineer-in-charge of the RHB of Rajasthan for the time being. Who shall be entitled to direct, at what point of points and in what manner are be commenced, and from time to time carried on.

**Clause 23: Standing committee for Settlement of disputes:**

If any question, difference of objection, whatsoever shall arise in any way, in connection with of arising out of this instrument 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 heroine before provided has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated and as regards the rights or obligations of the parties as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the following.

- (i) Housing Commissioner (Chair person)
- (ii) Financial Advisor & Chief Accounts Officer.
- (iii) Director Law
- (iv) Chief Engineer.
- (v) Dy. Housing Commissioner & TA to Chairman (Member-Secretary)

The Engineer-in-charge or receipt of application along whit not 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.

**Clause 23. A: Contractor to indemnify the infringement of Patent of design :**

Contractor shall fully indemnify the Chairman RHB against any, claim or proceeding, relating to infringement or use of any patent design or any alleged patent or design,' right and shall pay any royalties which may be payable in respect or any article of part thereof unclouded in the contract, in the event of any, claims made under of action brought against Board In respect of any such matters as aforesaid, the Contractor shall be immediately, noticed thereof, and tire 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 Chairman, RHB 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 Board:**

The Contractor shall obtain from the stores of the Engineer-in-chare, 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 included 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:**

Where 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 all the same rates as are payable under the contract for such items of is the parts 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 Rules 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 un these conditions, shall, unless there be some thing either in subject context, repugnant to such construction, be construed and taken to mean the works by or by virtue to the contract-contracture to be executed, whether temporary or permanent, and whether original, 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 cannot 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**

The rates for several items of works, estimated to cost more than Rs. 1,000/-agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specification. 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 e 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 any be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion if 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-the payment at running stage 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 values to 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 form 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, herein after 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 be behalf of the contractor is shall be recoverable by the State form 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 condition of contract.

**Clause 32: Withdrawal of work forms the Contractor:**

If the Engineer-in charge shall at any time and for any reasons, whatever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may be notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may with draw form 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 form 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 right under clause 2. He shall also be competent to levy compensation for delay in progress. The recover of excess cost shall be made form next available running bill or any other claim and shall not be deferred.

**Clause 33:**

The contract includes clearance. Leveling 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:**

The contractor shall arrange to protect at his own cost, in and 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, form 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.

All template, forms, mounds, centering, false works and modes, which into he opinion of the Engineer-in-charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

**Clause 35: Contractor liable for settlement of claims caused by his delays:**

If the progress of the work has fallen so much in arrears as to prevent other contractors out he work from caring out their part of the work within the stipulated time he will be liable for the settlement of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to extend considered reasonable by the engineer-in charge.

**Clause 36 A:**

The liability, if any, on account of quarry fees. royalties, octori and any other taxes and duties in respect of materials actually consumed on public 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 indicated.

**Clause 36 C: payment of Sales Tax and any other Tax :**

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

**Clause 36 D:**

In respect of goods and materials procured by the Contractor for use in works under the contract sales tax will be paid by the Contractor himself. But in respect of all such goods manufactured and supplied by the Contractor works executed under the contract, the responsibility or payment of sales tax would be that of the Engineer-in-charge.

**Clause 37: Refund of Security Deposit :**

Security Deposit will be refunded after the expiry to the period as précised below.

- a. In case of contracts relating to hiring of trucks and other T & P transportation including the "Loading unloading of materials, the amount of Security Deposit is refundable along with 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 of final bill has been paid.
- d. Original works/ special repairs works: Security deposit will be refunded six months after completion, or expiry of one full rainy session, 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.

**Clause 38: Fir Wage Clause:**

- a. The Contractor shall pay not less than fair wages/minimum wages to laborers engaged by him on the work as recessed from time to time by the RHB but the RHB shall not be liable to pay anything extra for it except as stipulated in price escalation clause (Clause 45) of the agreement.  
Explanation: "Fair Wage" means minimum wages for time or piece work fixed or revised by the State Board under the Minimum Wages Act, 1948.
- b. The Contractor shall, notwithstanding the provisions of any contract of the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged by his sub-contractors in connection with the said work as if the laborers have been immediately or directly employed by him.
- c. In respect of all laborers immediately or directly employed on the work for the purpose of contractor part of this agreement, the Contractor shall comply with or cause to be completed with the Public work Department Contract's Labor Regulation 'made, or that may be made by the Board, from time to time, in regard to payment or wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
- d. The Engineer- in charge shall have the right to deduct from the money due to the Contractor any sum required or estimate 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 workers, non-payment of wages or of deduction made therefore, which are not justified by the terms of the contract, or a result of non-observance, of the aforesaid regulations.
- e. In- a- Vis, the RHB the Contractor shall be primarily liable for all payments to be made and for the observance of the regulation 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 of the contract.

**Clause 39: Contractor to engage technical staff:**

The Contractor shall engage the technical staff, as follows, on the contract works,

- (a) For works cost 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 experiences 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, there under, 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 Dy.Housing Commissioner and Project Engineer Sr. (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 board. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of

Contractors of the board. If such fact is noticed (a) before sanction of tender, his office 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, brother and sister, 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 Engineering or Administrative duties in an Engineering Cader/wing of the board, is allowed to work as a Contractor for a period of 2 years of his retirement from board service without the prior permission of the board. The contract is liable to be cancelled, if either the Contractor or any his employees is found, at any time, to be such a person, who had not obtained the permission of board, as foresaid, before submission of the tender of engagement in the Contractor's service, as the case may be.

**Clause 43: Quality Control:**

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

**Clause 43 A:**

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 been delivered to the Engineer-in charge, and a certificate form him, to the effect obtained.

Without prejudice to any of the rights or remedies under the contract, if the Contractors dies the legal heirs of the Contractor or the Chief Engineer or duly authorized 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 values exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the board,) and where stipulated completion period is more than 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 board) and/ to wages of labour-increases or decreases, as compared to the price and/ or wages prevailing at the date or opening of tender or date of negotiations for the work the amount payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those material supplied by the board) labor/bitumen diesel/petrol/cement and steel. If negotiated rates have been accepted; prices as on the date of negotiation shall be considered for price adjustment, Similarly, if rates receive 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.

Increase or decrease in the cost of labor/ material/bitumen /diesel /petrol cement steel shall be calculated quarterly and cost of bitumen shall be calculated on monthly basis in accordance with the following formula.

**(A) Labour:**

$$V_L = 0.75 \times \frac{P_L}{100} \times R \frac{I_{L1} - I_{L0}}{I_0}$$

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

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

$I_{L0}$  = The average consumer price index for industrial worker (whole-sale price) for the quarter in which tender were opened/ negotiated (as published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

$I_{L1}$  = The average consumer price index for industrial worker (whole-Sal 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 Board of other competent authority, noting extra would be payable except the price escalation permissible under this clause.

**(B) Material** (excluding material supplied by the department/Board.)

$$V_M = 0.75 \times \frac{P_M}{100} \times R \frac{(L_{M1} - L_{M0})}{L_{M0}}$$

$V_L$  = Increase of 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 board and excluding other items as mentioned in this clause.

- $L_{M0}$ = The average wholesale price index (all commodities) for the quarter in which tender were opened/ negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Board of India, Ministry of Industries for the area.).
- $L_{M1}$ = The average wholesale price index(all commodities) for quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Board of India, Ministry of Industries for the area.).
- $P_M$ = Percentage of material consent (excluding materials supplied by the Department/Board).

**(C) Bitumen:**

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

- $V_L$  = Increase of decrease in the cost during the quarter under consideration due to change in the rates of bitumen..
- $R$  = the value of the work done in rupees during the month under consideration excluding the cost of materials supplied' by the department/Board and excluding other items as mentioned in this clause.
- $B_o$  = The Official retail price bitumen at the IOC depot it nearest center on the day 28 days prior to date of opening of Bids.
- $B_1$  = The official retail prices of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.
- $P_b$  = Percentage of bitumen component of the work.

**(D) Petroleum :**

$$V_1 = 0.75 \times \frac{P_f}{100} \times R \frac{(F_1 - F_o)}{F_o}$$

- $V_L$  = Increase of decrease in the cost of work during the quarter under consideration due to change in the 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 /Boardand 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 Board of India, Ministry of Industry on the day of opening at tender/negotiations.
- $F_1$  = The average wholesale price index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.
- $P_f$  = Percentage of fuel and indecent component excluding fuel and lubricant supplied by the Department /Board (Specified in the sanctioned estimate for the work.)
- $R$  = Total work done during the quarter as prescribed under of HSD in chosen to indicate fule and lubricant component.
- Note: For application of this clause price of HSD in chosen to indicate fuel and lubricant component.

**(E) Cement**

$$V_o = 0.75 \times \frac{P_c}{100} \times R \frac{(L_{C1} - L_{CO})}{L_{CO}}$$

- $V_o$  = Increase if decrease in the cost of the 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/Board 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 of Governmenr of India, Ministry of Industries.
- $L_{C1}$  = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the Government of India, Ministry of Industry).
- $P_c$  = Percentage of cement component (excluding fuel and lubricant supplied by the Department/Board).

**(F) Steel**

$$V_s = 0.75 \times \frac{P_s}{100} \times R \frac{(L_{s1} - L_{so})}{L_{so}}$$

$V_o$  = Increase or decrease in the cost of the 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/board 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 of government of India, Ministry of Industries.

$L_{s1}$  = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the government of India, Ministry of Industry).

$P_s$  = percentage of steel components (excluding steel supplied by the Department/Board.

**Clause 45 A: Price Variation In installation of elevators, supply/ installation of Centrally Air Conditioning and Central Evaporation colling works.**

In ail cases of contract for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Culling works, the Price quoted shall be based on the Indian Electrical and Electronic 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 indeed number of metal products and All India Average consumer price index number if industrial works as specified below. In case of any variation in these index numbers the prices shall be adjustment up or down in accordance with following formulas.

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

**Where:**

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

$P_o$  = Price quoted/ confirmed

$M_{PO}$  = Wholesale Prices Index number for metal products as published by the officer of the Economic Adviser, Ministry of industry, Board of India, in their weekly bulleting, Revised index number of wholesale Price (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.

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 month prior to the date of tendering.

$W_o$  = All India Average Consumer price index number for industrial Workers (Base:1982=100),as published by labour Burse\au, 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.

$W_p$  = 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 Devised Index Number for Metal products as prevailing on 1<sup>st</sup> Stature day of the Month covering the date FOUR mothers price to the date of delivery and would be as published by IEEMA

$W_{o(1)}$  = All India Average Consumer Price Index Number for Industrial workers (Base : 1982 =100) as per 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 sallied at site. The date of completion of installation (Or progress part of installation shall be the date on which the work in 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, but if there are changes, that 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 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 and labour for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The break-up of components of labour/materials (excluding materials as 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..... 00.00 Percent
  - b) Material..... .00.00 Percent
  - c) Bitumen.....00.00 Percent
  - d) Diesel and Petrol.....00.00 Percent
  - e) Cement.....00.00 Percent
  - f) Steel.....00.00 Percent
  - Total.....
3. While allowing price escalation the following shall be deducted from the value of work don(R): (a) Cost of material supplied by the board (b) Cost of service rendered as per clause 34. (C) Of Secured Advance/any advance added earlier but decocted greed rates.
4. The first statement of escalation shall be prepared at the end of their months in which the work was awarded and the work done form 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 done during the last quarter of fraction thereof, shall be the 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, ad 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 of extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 Lac or less the value of work actually done excluding cost of material supplied by the Department exceed Rs. 50 Lac. And completion period is more than 3 Months, then escalation would be payable only in respect for values of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 3 month or less but actual period of execution excess beyond 3 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 lac.
10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress in 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 nationally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein shall be entertained.
12. If the period of completion period attributable to RHB exceeds three month but cost does not exceeds more than Rs. 50 lac no escalation is admissible.
13. Similarly, if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to Board is less than 3 month, 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 of fortnightly.
16. In case at the time of executing agreement both the condition (completion period 3 month and amount of work Rs. 50 lac for admissibility of Price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to RHB, both the conditions become fulfilled in that case the escalation shall be payable form the date of satisfying both the conditions and only for work cone beyond Rs. 50 lac and in period or work beyond 3 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other document as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Board and further shall at the request of the Engineer-in charge furnish Verified in such a manner as the Engineer-in charge may required any documents so kept and such other information as the Engineer in charge may require.

**Clause 46: Force Majored :**

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts or 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 RHB shall have right to cause and audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracted 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 if 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 over payment., 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 any work executed by him under it, the amount of such under payment shall be duly paid by the Board to the Contractor.

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

The Board shall have right to provide a system of pre-check of Contractor's bills by a specified Organization, and payment by a Engineer or an Accounts Officer/Sr. Account Officer/Chief Account Officer/Financial Advisor, as the Board may in its absolute discretion prescribe, Any over- payment excess payment detected, as result of such recheck or post check of Contractor's bills, can be recovered from the contractor's bills in the manner, hereinafter provided and the Contractor will refund such over/excess payments.

**Clause 48 B: Check Measurements:**

The department reserves to itself, the right to prescribe a scales of check measurement of work in general, of specific scales 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 office 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 up to the date of completion and the defect remedial period specified elsewhere in this contract shall be recoverable from the Contractor, as any other dues payable to the Board.

**Clause 49: Dismantled Materials:**

The Contractor in course of the work should understand that all material e.g. stone, bricks steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the RHB and will be disposed off to the best advantage on the RHB. 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 Chairman, RHB. 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 Demand Recover 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 the 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 20 of this contract.

**Schedule of Materials to be supplied by the Department, if available  
(Referred to in Clause 10)**

Schedule of	Sr. No.	Particulars	Quantity	Rates		Place of Delivery
				Unit	Rupees	

**Machinery/T & to be supplied by the Department**

The following Machinery/ T & P shall be supplied by the Department, if available, to the Contractor or their as per "Rules of the Department for supply for machinery and T & P to the Contractor on higher. (Refereed to In Clause 10 C)

Sr. No.	Item	Rate	Place of Delivery/ Return

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

Name of works	Date from which the work would be commenced	Date by which the work should be completed	Monthly rate or progress

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

Dated.....Signature or Engineer-in charge      Dated..... Signature of Contract

Note: For filling in the Progress Statement Form

1. Columns 2, 3 and 4 must be installed and dated by the Contractor.
2. Columns 4 must be initialed and dated by the Chief Engineer or other duty authorized Engineer also.
3. The date in column 2 should correspond to the date to which the order to commence work is given to the contractor read with Clause 2 of the condition of contract.
4. The date in columns 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 month 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 any dated both by the Chief Engineer or other duty authorized Engineer and the Contractor.

#### **ANNEXURE TO APPENDIX XI**

### **RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTOR LABOUR REGULATIONS**

1. **Short Title:** These Regulations may be called "The Rajasthan Public Works Department Contractor's Labour Regulation."
2. **Definition:** In these Regulations unless otherwise expressed or indicated, the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say:
  - (i) **"Labour"** Means work employed by a Rajasthan P.W. Department contractor directly or indirectly through a sub-contractor or other person by an agent on his behalf.
  - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the State Board under the Minimum Wages Act, 1948.
  - (iii) **"Contractor"** Shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract,
  - (iv) **"Wages"** Shall have the same meaning as defined in the Payment of Wages Act and includes time and piece, rate wages.
3. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continuously to display and in conspicuous place on the work notices in English and the correctly by the Executive, Engineer, the Superintending Engineer, the Chief Engineer or labour commissioner as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of Wages:**
  - i. Wages due to every worker shall be paid to him direct.
  - ii. All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods:**
  - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
  - (ii) No wages period shall exceed one month.
  - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
  - (iv) When the employment of any worker is terminated or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one which his employment is terminated.
  - (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, Final payments shall be made within 48 hours of the last working day.  
**Note:** The term "working day" means a day on which labour is employed in progress.
6. **Book and Wage Slips etc.**
  - I. The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particular:
    - a. Rate of daily or monthly wages.
    - b. Nature or work on which employed.
    - c. Total number of days worked during each wage period.
    - d. Total amount payable for the work during each wage period.
    - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
    - (f) Wages actually paid for each wage period.
  - II. The contractor shall also maintain a wage slip for each worker employed on the work.
  - III. The Resident Engineer may grant an exemption from the maintenance of the wage books and wage slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.
7. **Fines 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 authorized, namely the following:
    - a. Fines.

- b. 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.
- ii. The Rajasthan Board may, from time to time, allow deductions other than those specified in clause I above.
- iii. 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.
- iv. 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 wages period.
- v. 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 or all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made. The Contractor shall maintain both in English and local Indian Language a list approved by the labour Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.
- 9. **Preservation of Register :** The wage register, the wage card and the register of fines deduction required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.
- 10. **Powers of Labour Welfare Officer to make investigation of enquiry :** The Labour Welfare Officer or any other person, authorized by the State Board on their behalf. It 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 regulations. 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 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 contractor's bill be made and the wages 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 Labourers will be made by the Executive Engineer after the Labour Commissioner has 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 authorized, may appeal against. Such appeal to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.  
12 -A No Party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.
- 13. **Inspection 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 authorized by the State Board 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 Board may, from time to time, add to or amend these regulations and on any questions as to the application, Interpretation or these regulations, the decision of the Labour Commissioner to the Board of Rajasthan or any other person authorized by the State Board in the behalf, shall be final  
Note: - In context of above Executive Engineer may be read as Resident Engineer & Superintendent Engineer as Dy. Housing Commissioner.

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

- (1) Willful in subordination or disobedience whether alone or in combination with another. (2) The fraud dishonesty in connection with the contractors business or property of the Rajasthan P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitual late attendance. (5) Drunkenness, fighting riot or disorderly or indecent behavior, (6) Habitual negligence. (7) Smoking near or around the area where combustible or other materials are stocked. (8) Habitual indiscipline. (9) Causing damage work in progress or to property of the Rajasthan. P.W.D. or the contractor. (10) Sleeping on duty. (11) Malingering of showing down work. (12) Giving of false information regarding name, age father's name. (13) Habitual loss of wage cards supplied by the employers. (14) Unauthorized use of employer's property of manufacturing or making unauthorized articles at the work place. (15) Bad workmanship in construction and maintenance by skilled workers is not approved by the department and for which contractors are compelled to undertake rectification. (16) Making false complaints and/or misleading statement. (17) Engaging in trade within the premises of the establishment. (18) Any delinquency business affairs or the employers. (19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer. (20) Holding meeting inside the premises without previous action of the employers. (21) Threatening or intimidating any workman or employee during the working hours within the premises.

**Schedule showing (approximately) materials to be supplied form the public works store for work contracted to be executed to de executed and the rates of which they are to be charged for**

Particulars	Rates which the materials will be charged		place of Delivery
	Unit	To the contractor Rs.                      Np.	
Doors, with Chowkhats -----do----- -----do-----			
Windows with Chowkhats -----do----- -----do-----			
Steel Shapes -----do----- -----do-----			
Bars Mild Steel Sheets Plain, G.I. -----do----- Corrugated G.I. getting, Wire			
Belts Tower -----do-----Rim			
Hinges, Butt -----do-----			
Hinges, Spring Cement, Portland			

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

(Signature of Contractor)

(Signature of Engineer)

**Progress Statement Referred to in Clause 3 of Conditions of Contract**

<b>Name of work</b>	<b>Date from which the work should be commenced</b>	<b>Date by which the work should be completed</b>	<b>Monthly rate of progress</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>

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

Date:  
Engineer-in-charge

Date  
Contractor

## **NOTES FOR FILLING IN THE PROGRESS STATEMENT FROM ON THE PAGE**

1. Columns 2, 3 and 4 must be installed and dated by the Contractor.
2. Columns 4 must be initialed and dated by the Chief Engineer or other duty authorized Engineer also.
3. The date in column 2 should correspond to the date to which the order to commence work is given to the contractor read with Clause 2 of the condition of contract.
4. The date in columns 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 month 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 authorized Engineer and the Contractor.

**STATEMENT OF PAYMENT & RECOVERIES TO BE ATTACHED WITH THE AGREEMENT OF WORKS**

S.No. Of bill	Gross amt. of bill	Progressive Total Amt. of bills	Recoveries									Net Amount of payment	C.B. Vr. No & Date	Dated initials of	
			Materials T & P	Quantity Hours	Amount	S.D	Income tax Deduction	Sales Tax	Tax Royalty	Other Recoveries	Total Recoveries			D.A.O	E.E

**OFFICE OF THE CHIEF ENGINEER  
RAJASTHAN HOUSING BOARD:JAIPUR.**

No/RE(HQ) 2011/

Dated:

The Resident Engineer  
Rajasthan Housing Board  
Jaipur.

Sub:- Approval of Extra Item slip.

Ref:- DHC-----Letter No.----- Dated.....

Sir,

The extra item slip duly approved by the Chief Engineer/ Works Committee amounting to..... (rupees.....) is sent herewith. The details are as follows:

1	Name of work	:	.....
2	Name of Contractor	:	.....
3	Agreement No.	:	.....
4	Remarks	:	.....

- (i) Payment should be made as per measurement laid down as specification.
- (ii) Payment should be make as per rate of 'G' schedule of relevant BSR or passed in extra item slip whichever is less.
- (iii) The payment should be made as per actual measurement and calculation checked, at site or checked and passed in extra item slip whichever is less.

Kindly acknowledge the receipt.

Yours faithfully,

RESIDENT ENGINEER(HQ)  
Encl: As above

Copy forwardced to the following:  
1- The Addl. CE-I/II/III, RHB, Jaipur.  
2- DHC, JC-I/II/III,Alwar/Jodhpur/Udaipur ,RHBfor information and n.a.

RESIDENT ENGINEER(HQ)

**RAJASTHAN HOUSING BOARD**

**OFFICE OF THE .....**

**NOTICE INVITING TENDERS FOR WORKS**

Tenders are hereby invited on behalf of the Chairman, RHB for the works of ..... from enlisted contractors of the appropriate class.

Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Board/ Central Board Undertaking/ Organization 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.1.5 crores but not exceed Rs. 3.00 crores.

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.

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) up to.....Am/pm (time) on the.....

# RAJASTHAN HOUSING BOARD, JAIPUR

S. No. : 14 58

Date : 20/2/14

## ORDER

The following additional clauses 36 E, 52 N & 53 N shall be included in the contract agreement with immediate effect.

**Clause 36 E** The bidder shall include all taxes, including Service Tax in full (Prevailing rate is 4.944%), i.e both RHB's liability as well as the bidder's liability on award of the work. Any amendments/changes made from time to time in the service tax applicability/rules shall also be applicable. Hence the bidder may quote their T.P. rates inclusive of all type of taxes.

**Clause 52** Rajasthan Transparency in Public Procurement Act, 2012 and the Rules 2013 are in force since 26<sup>th</sup> January 2013. Hence matters covered by the said Act and the rules, shall super cede all the existing provisions of PWF & AR and matters mentioned elsewhere in the tender/contract agreement.

**Clause 53 - Defect Liability Period**

The defect liability period for various works shall be as follows:

### A. Road & Bridge Work

Roads/Bridges, C.D. work, road widening, strengthening, up-gradation, renewal and special repairs of roads and special repairs of bridges/C.D. works for roads of 18 meters wide and above.

Period

Note: Some essential road cuts may still be required such as to lay water/sewer connections, telephone, cables etc. during the period of Contract/defect liability. In such cases, a formal approval of the competent authority shall always be required and the executing agency/person will be duly authorized for the road-cut on formal request, after depositing the prescribed charges with the Board for repairs etc. The contractor shall be required to repair such road cuts, for which he shall be paid the due charges.

3 Years

### B. Duplex and above, Multistoried Buildings

Waterproofing of Terrace, W.C. Bath, water pipe/piping work, sewerage pipe/work, Water Tanks, Chajjas, water proofing below Kitchen, Sink including

3 Years

*Dr. Hemant*  
2

all wet areas where specified water proofing treatment is provided including leakage, seepage and dampness through joints of walls etc.

**C. Anti-Termite Treatment**

3 Years

**Defect Liability**

The Contractor shall be responsible for rectification of defects noticed during the period mentioned as detailed above from the certified date of completion by RAJASTHAN HOUSING BOARD. This period shall be known as Defect Liability Period.

The contractor (successful bidder) shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the RHB's Engineer in charge of the work and defects which may develop or be noticed before the expiry of the period as detailed above from the certified date of completion. Further the contractor shall be liable and make good the defects etc which are intimated to the contractor within 7 days of expiry of the said certified date of completion by a letter sent by hand delivery or by registered post.

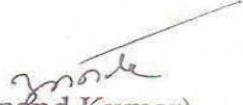
Any defects as intimated by the Board official shall be rectified by contractor within one week of such intimation in writing. If the same is not carried out in the stipulated time, BOARD shall have the right to get it repaired departmentally or through any other agency. The cost of the same will be recovered from the contractor.

**Amount to be retained during the defect liability period.**

A sum equivalent to 2% (Two Percent) of actual work done shall be kept with the Board as a token of Performance Guarantee for the above purpose. The authority making payment shall ensure the same. If the liability exceeds the above amount the contractor shall bear the same and in cases where the Board requires him to deposit the same with Board, he shall do so within the period stipulated by the Board's official. After successful completion of the defect liability period as above remaining amount shall be released to the bidder.

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

This bears the approval of the competent authority.

  
(Anand Kumar)

Housing Commissioner

Copy to :-

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

  
Chief Engineer-II

Rajasthan Housing Board  
Jaipur



सत्यमेव जयते

राजस्थान राज-पत्र  
विशेषांक

RAJASTHAN GAZETTE

Extraordinary

साधिकार प्रकाशित

Published by Authority

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Sravana 15, Monday, Saka 1940-August 6, 2018

भाग 4 (ग)

उप-खण्ड (II)

राज्य सरकार तथा अन्य राज्य प्राधिकारियों द्वारा जारी किये गये  
कानूनी आदेश तथा अधिसूचनाएं।

**FINANCE (G&T) DEPARTMENT  
NOTIFICATION**

**Jaipur, August 6, 2018**

S.O.119.-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013; namely:-

**1. Short title and commencement.-** (1) These rules may be called the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2018.

(2) They shall come into force from the date of their publication in the Official Gazette.

**2. Amendment of rule 17.-** The existing clause (a) of sub-rule (1) of rule 17 of the Rajasthan Transparency in Public Procurement Rules, 2013, hereinafter referred to as the said rules, shall be substituted by the following, namely:-

"(a) Hiring of the services of consultant or professional is required, for a period upto twenty four months and upto financial limit of rupees twelve lakh in each case, subject to delegation of financial powers; or".

**3. Amendment of rule 40.-** The existing rule 40 of the said rules shall be substituted by the following, namely:-

10. Time frame for the procurement process.- (1) The time frame for the one stage bidding shall be as under:-

**Table**  
**Bid cycle of outer time frame for various procurement method by one stage bidding**

S. No.	Stages of procurement	Procurement Method	
		Open Competitive Bidding	Limited Bidding and Single Source Procurement
1	2	3	4
1.	Issue of bidding documents	On the day of first publication of Notice Inviting Bids.	
2.	Submission of bids	(i) Thirty Days, if estimated value of procurement is more than Rs. 50 crores and Twenty days, if the estimated value of procurement is upto Rs. 50 crores from the date of first publication of Notice Inviting Bids.  (ii) Where clarifications /addendum are issued, at least fifteen days, if estimated value of procurement is more than Rs. 50 crores and 10 days, if estimated value of procurement is upto Rs. 50 crores, from date of issue of clarifications/ addendum.	Seven days from issue of Bidding documents / date of issue of clarifications/ addendum.
		(ii) In case of International	

		Competitive Bidding, the period of submission of bids shall be forty five days from the date of first publication of Notice Inviting Bids and at least twenty days from the date of issue of clarifications/ addendum.	
3.	Technical bid opening	Within one day of last day of submission of bids.	Within one day of last day of submission of bids.
4.	Issue of letter of award	Within three days of approval of award by the competent authority.	Within three days of approval of award by the competent authority
5.	Execution of contract agreement	Within fifteen days of issue of letter of award or a period as specified in the bidding documents.	Within fifteen days of issue of letter of award or a period as specified in the bidding documents.
6.	Declaration of the bid results on State Public Procurement Portal and Procuring entity's website, if any	Within three days of issue of letter of acceptance.	Within three days of issue of letter of acceptance.

Provided that, in appropriate cases, the procuring entity may, with the approval of the competent authority authorised by the State Government for the purpose, relax the above mentioned time frame of bid process.

(2) A decision on acceptance or rejection of bids invited in a procurement process must be taken by the competent sanctioning authority within the period as given below, even if the period of validity may be more, from the date of opening of technical bids where two envelope system is followed, otherwise from the date of

opening of financial bids. If the decision is not taken within the given time period by the concerned sanctioning authority, reasons for not taking decision within the given time period shall be specifically recorded by the competent sanctioning authority while taking its decision.

**Table**  
**Time schedule for decision on the bids by the competent authority**

S. No.	Authority competent to take decision	Time allowed for decision
1	2	3
1.	Head of Office or Executive Engineer	Twenty days
2.	Regional Officer or Superintending Engineer	Thirty Days
3.	Head of the Department or Chief Engineer/ Additional Chief Engineer	Forty days
4.	Administrative Department concerned /Finance Committee/ Board/ Empowered Board, etc.	Fifty days

Note: (1) The period specified above shall be inclusive of time taken in communication of acceptance of bid.

(2) If procuring entity is other than the departments of the State Government or its attached or subordinate offices, the concerned administrative department shall specify the equivalent authority competent to take decision on the bid."

4. Amendment of rule 42.- The existing sub-rule (3) of rule 42 of the said rules shall be substituted by the following, namely:-

"(3) In lieu of bid security, a bid securing declaration shall be taken from the,-

- (i) Departments/ Boards of the State Government or Central Government;
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (iii) company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.<sup>28</sup>

**5. Amendment of rule 43.-** In rule 43 of the said rules,-

- (i) the existing sub-rule (6) shall be substituted by the following, namely:-

"(6) Time for submission of bids for supply of goods or providing services in response to publication of Notice Inviting Bids in newspapers and notice boards shall be as under:-

**Table**  
**Time for submission of bids and modes of publicity for procurement of Goods and Services**

S. No.	Estimated Value of procurement	Period for submission of bid from the date of first publication of Notice Inviting Bid	Mode of publication
1	2	3	4
1.	Upto rupees ten lakh	Seven days	(i) Notice Board of the procuring entity and all subordinate Regional and Divisional Head Quarters, as the case may be.

2.	Above rupees ten lakh and upto rupees one crore	Ten days	<p>(ii) One Regional daily newspaper.</p> <p>(i) Notice Board of the procuring entity and all subordinate Regional and Divisional Head Quarters, as the case may be.</p> <p>(i) One Regional daily newspaper.</p> <p>(iii) One leading daily State Level newspaper having circulation of fifty thousand copies and above.</p>
3.	Above rupees one crore	Twenty days	<p>(i) Notice Board of the procuring entity and of all subordinate Regional and Divisional Head Quarters, as the case may be.</p> <p>(ii) One State level leading daily newspaper having circulation of fifty thousand copies and above.</p> <p>(iii) One all India level English daily newspaper with wide circulation.</p>

Provided that, in appropriate cases, the procuring entity may relax the above mentioned period of publication of notice inviting bid and submission of bid if the estimated value of procurement is upto Rs. 50 crores and with the approval of the Administrative Department concerned, if the value of procurement is more than Rs. 50 crores."

(ii) the existing sub-rule (7) shall be substituted by the following, namely:-

Time for submission of bids for execution of works in response to publication of Notice Inviting Bids in newspapers and notice boards shall be as under:-

**Table**  
**Time for submission of bids and modes of publicity for procurement of works**

S. No.	Estimated Value of work to be procured	Period for submission of bid from the date of first publication of Notice Inviting Bid	Mode of Publication
1	2	3	4
1.	Upto rupees ten lakh	Seven days	(i) Notice Board of the procuring entity and its subordinate offices, and (ii) One leading Regional daily Newspaper.
2.	Above rupees ten lakh and upto rupees two crore	Ten days	(i) Notice Board of the procuring entity and its subordinate offices, and (ii) One leading Regional daily newspaper and one state level leading daily newspaper having circulation of 50,000 copies or more.
3.	Above rupees two crore and upto 50 crores.	Twenty days	(i) Notice Board of the procuring entity and its subordinate offices, (ii) One leading Regional daily newspaper and one State level leading daily newspapers having circulation of 50,000 copies or more, and (iii) One all India level daily English newspaper with wide circulation.
4.	Above rupees 50 Crores	Thirty days	(i) Notice Board of the procuring entity and its

			subordinate offices, (ii) One leading Regional daily newspaper and one State level leading daily newspapers having circulation of 50,000 copies or more, and (iii) One all India level daily English newspaper with wide circulation.
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Provided that, in appropriate cases, the procuring entity may relax the above mentioned period of publication of notice inviting bid and submission of bid if the estimated value of procurement is upto Rs. 50 crores and with the approval of the Administrative Department concerned if the value of procurement is more than Rs. 50 crores."; and

(iii) the existing sub-rule (10) shall be deleted.

**6. Amendment of rule 68.-** The existing sub-rule (2) and (3) of rule 68 of the said rules shall be substituted by the following, namely:-

(2) The evaluation committee shall prepare a justification note for approval of the procuring entity, clearly including views of the accounts/ finance member of the committee.

(3) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording its reasons for doing so."

**7. Amendment of rule 75.-** The existing sub-rule (1) of rule 75 of the said rules shall be substituted by the following, namely:-

"(1) Performance security shall be solicited from all successful bidders except the,-

- (i) Departments/ Boards of the State Government or Central Government;

- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- (iii) company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement. "

[F. 2(1)/FD/G&T(SPFC)/2017]  
By Order of the Governor,  
Manju Rajpal,  
Secretary to the Government.

**FINANCE (G&T) DEPARTMENT  
NOTIFICATION**

**Jaipur, August 6, 2018**

**S.O.120** .-In exercise of the powers conferred by sub-section (2) of section 6 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) read with rule 32 of the Rajasthan Transparency in Public Procurement Rules, 2013, the State Government, being of the opinion that it is necessary for the socio-economic policies of the Central and the State Government, utilization of resources and expertise of the departments and enterprises of the Central Government and the State Government and saving the time, money and efforts of the procuring entities required in inviting and processing of bids individually, hereby makes the following amendments in this