

# RAJASTHAN HOUSING BOARD, JAIPUR

No. 655


Date 03-02-11

## OFFICE ORDER

In order to adopt contract agreement in Rajasthan Housing Board it is decided that contract agreement adopted by Public works department, Govt. of Rajasthan amended up to 10.03.2010 is to be followed now on words in Rajasthan Housing Board with deletion of clause No. 37 (e).

All concerns are instructed to adopt contract agreement of Public works department, Govt. of Rajasthan amended up to 10.03.2010 with deletion of clause No. 37 (e). It is further instructed that in case of escalation the break-up of components of labour/ materials should be filled up before enclosing the contact agreement with the financial bid documents.

The adoption of contract agreement as above in Rajasthan Housing Board bears approval from Hon'ble Chairman on para No. 18/N dated 13.01.2011.



Chief Engineer  
Rajasthan Housing Board,  
Jaipur

Enclosure : Sample copy of agreement.

Copy to :-

1. P. S. to Chairman/ Housing Commissioner, RHB, Jaipur
2. Add. Chief Engineer-I/II/III/P & M, RHB, Jaipur
3. Secretary, RHB, Jaipur
4. FA & CAO, RHB, Jaipur
5. All Dy. Housing Commissioner, RHB, .....
6. All Resident Engineer, RHB, .....



TA to Chief Engineer  
Rajasthan Housing Board,  
Jaipur

**AGREEMENT NO.....**

**Year.....**

**.....Circle**

**Division.....**

**Sub-Division.....**

Name of work.....

Name of Contractor.....

Sanction No.....Dt.....Rs.....

Technical Sanction No.....

Job No.....

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

(b) Stipulated Date of Completion of work.....

(c) Actual Date of Completion.....

Extension applied on & sanctioned .....

Vide : C.E./S./E/E. No.. .....Dt.....20....

**Details of Document**

(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 Condition s of Contract

(g) Contractor's Labour Regulations

(h) .....

(i) .....

No.

Date

**Copy Forwarded to :** 1. The Accountant General. Rajasthan, Jaipur/ Chief Accounts Officer

2. The Superintending Engineer

3. The Divisional Accountant / Divisional Accounts Officer/  
Src DAO

4. The Assistant Engineer/ JEN

5. Auditor

6. Shri.....Contractor

7. M/s .....

**Amended up to 10-3-2010**

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

1. Tenders are hereby invited on behalf of the Governor of Rajasthan for the works of ..... from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Government/Central Government Undertaking/Organisation 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.
2. Contract document consisting of the detailed plan, complete specifications, the Schedule of the quantities of the various classes of work to be done and the set of condition of contract to be complied with by the persons whose tender may be accepted, which will also be found printed in the form of tenders, can be seen at the office of the.....(name of the Officer) every day except on Sunday and Public Holiday, during office hours,
3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes will be received by the.....(name of the officer) 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 authored representatives, as are present.
4. Tenders are to be submitted on a prescribed form, which can be obtained from the office (s) of the ..... (Name of the officer(s)) on payment of a sum of Rs.....in cash or by demand draft. The sale of tender form will start at least.....days before the date of receipt of tenders. The sale of tenders will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that all the tender papers including Conditions of Contract are signed by the tender. Eligibility to get tender form shall be with reference to the amount maintained in the NIT.
5. 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.
6. Earnest Money, amounting to Rs.....must accompany each tender and each tender is to be in a sealed cover, superscripted “ Tender for.....” and addressed to the .....(name of me 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 authorizes clerk and his recipe should be attached with tenders. In case of tenders for works of which tendered cost in Rs.5 crores and above, Earnest Money of Rs. 10 Lac. Shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (Form RPWA 87) or in cash. Enlisted contractors shall be required to deposit ¼% of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.
7. The security deposit @ 10% of the gorses 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 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 of 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. “
8. The acceptance of the tender will rest with the competent Authority who does not bind itself to accent the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason.
9. Tender from 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:

	<b>Value of Tenders</b>	<b>Name of Office</b>
(i)	Tenders for which sanctioning authority is Executive Engineer/ superintending Engineer	Divisional office
(ii)	Tenders for which the sanctioning authority is Additional Chief Engineer/Chief Engineer	Circle Office
(iii)	Tenders for which sanctioning authority is Board/State Government.	Addl. Chief Engineer / Chief Engineer Office

10. No refund of tender fees is claimable for tenders to accepted or form returned or for tenders not submitted.
11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of financial bid

1	For tenders to be accepted by Executive Engineer	20 days
2	For tenders to be accepted by Superintending Engineer	30 days
3	For tenders to be accepted by Additional Chief Engineer	40 days
4	For tenders to be accepted by Chief Engineer	50 days
5	For tenders to be accepted by Adm. Deptt./ Board	60 days
6	For tenders to be accepted by Finance committee Board empowered committee. Empowered board	70 days
	* Note :- Communication of acceptance of tender shall also within the above limits.	

If any tenderer withdraws his tender prior to expire said validity period or mutually expended period or makes modifications in the rate, terms and conditions of the tender within the said period. Which are not acceptable to department or fails to commence the work in the specified period, fails to execute the agreement the department without prejudice to any, other right or remedy, be at liberty to forfeit the amount of earnest money given in any for absolutely If any contractor, who having submitted a tender does not execute the agreement or start the work or does complete the work and work has to be put to.. retendering, he shall sand debarred form participating such retendering addition to forfeiture or Earnest Money/Security Deposit and other action under agreement.

12. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling or other Discrepancies or which contain over-writing in figures or words or corrections not initialed and dated, will be liable or rejection.
13. Enlisted Contractors, will be required to pay Earnest Money @ ½% of estimated cost or 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 Money, equal to one half of the normal rates, subject to the provisions of Rules for enlistment of Contractors.
14. The tender should be accompanied with Income Tax and Sales Tax Clearance Certificate form the concerned department Amorites, without which the tenders may not be entertained.
15. The whole work any be split up between two or more contractors or accepted in part and not in entirety if Considered expedient.

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

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

1. All worked, proposed for execution by Contract, will be notified in a form of incitation to tender pasted on public phces and on a board hung up in the office of and signed by the chief Engineer or other duly authorized Engineer.

The from of invitation to ender will state the work to be carried out, as well as the date of submitting and opening of tenders and the grim allowed for varying 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 tenders and the percentage. If any, toe be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/schedule rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly 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 dufy, is duly register under the Indian Partnership Act, by submitting the copy of the registration certificated.
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 from 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 initiation 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 leaders in the Righter 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 returned to the contractor making the same.

6. The Chief Engineer or 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 authorized 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 orderlies the contractor.
10. The tenderer shall sign 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 therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or the same.

11. Any percentage rate tender containing item-wise rates and any item rate tender containing percentage Rate below or above estimated/schedule rates, will be summarily rejected, However, if a tenderer voluntarily 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 communicated to the Engineer in charge.
13. Sales tax or any other tax on materials, Or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C, and D of the Conditions of Contract. Deductions of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The Tender to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/has 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 figure and words, lower of the two rates shall be taken as valid and correct rate.
  - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount neither is nor 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 time are found to be omitted, the rate given in the Schedule 'G' by the department 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 and 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 Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim/whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisitions of land, approach roads etc.
19. The tender documents show already the specific terms and conditions on which tenders are required by the Government. Hence all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated, incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm; as such conditional tenders are liable to be rejected.
20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and 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 material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the



Engineer-in charge shall be at liberty to forfeit the said earnest money absolutely.

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

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

- 
23. The Contractors should quote his rates only in one language i.e. either in Hindi or English. Rate should be quoted in figures as well as in words. In case a contractor has quoted rates in both the language, 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 overwriting, 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 signature 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 does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such reentering if in addition to forfeiture of Earnest Money/ Security Deposit and other action under agreement.
  27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
  28. (a) If a tenderer 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 from business shall be taken as per enlistment rules.  
(b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
  29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

### **Tender for works**

I/We hereby tender for the execution for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures).....%(as well as in words..... Percent below/

Above the amount, entered in the schedule G in all respects in accordance with the specifications, design, drawings and instructions is writing referred 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 my self/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) 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 Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of

Rajasthan 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 of Contractor

Date:

The above tender is hereby accepted by me on behalf of The Governor of Rajasthan.

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 Government 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 Government 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 Government at part of the Security Deposit and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand furnish additional security to the Government to make good the deficit.

The liability 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 Government 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 Government stating that the amount claimed is required to meet the recoveries due or likely to be due form the Contractor. The Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand so made, shall be conclusive as regards, to amount due and payable by the bank, under the guarantee limited to the amount specified in the guarantee Bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid 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.

Government, 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. Decided 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 /i of such time has elapsed and 3/4\* of the work before <sup>3</sup> A of such time has elapsed. If the contractor fails to vom1 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 Government at every time span as below:

A	Time Span of Full Stipulated period	1/4 <sup>th</sup> (.....days)	1/2 <sup>th</sup> (.....days)	3/4 <sup>th</sup> (.....days)	Full (.....days)
B	Work to be completed in terms of money	1/8 <sup>th</sup> (Rs.....)	3/8 <sup>th</sup> (Rs.....)	3/4 (Rs.....)	Full (Rs.....)
C	Compensation payable By the contractor for delay attributable to the attributable to stage	2.5% of Scheduled work remained unexecuted on the last day of (1/4)	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled Work remained unexecuted on the last day of (3/4) spen	10% of Scheduled Work remained unexecuted on the last day contracted Full period

time span

**Note:** In case delayed period over a particular span is split up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to government over entire delayed over that span after clubbing up the split delays attributable to government 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 government] + Sdays [attributable to contractor] + Sdays [attributable to government] + Sdays [attributable to contractor] + Sdays [attributable to government] + Sdays [attributable to contractor]. Total delay is thus clubbed to 15 days [attributable to government] 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  $2.5 \times \frac{15}{30} = 1.25$  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 Government, reasons shall be recorded for each delay.

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

The Engineer-in-charge or the Competent Authority defend 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 or 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 unworkmanlike 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 manger 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.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in charge on behalf of the Governor of Rajasthan shall have powers.

(a) To determine or 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, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (Of the amount of which cost and price certified by the Engineer-in-charge shall be banal 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 relates, 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. Frivoled also that if the expenses incurred by the department 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 crone and paid by the original contractor and may be deducted From any money due to him by Government under this contractor on any other account. Whatsoever, or from his Earnest money, Security Deposit, Enlistment security or the proceeds or sales thereof, or a^ sufficient part thereof as the case may be. In the event of any one or more of the above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of him having purchased 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 provisions 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 oV 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 authorised 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 seT1 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 aforesaid, and the Authority Competent to grant extension under the rule/delegations of powers or other duly authorized Engineer shall, if in his opinion, [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 expiry of the period stipulated for completion of the contract the competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not 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 Executive Engineer and obtain Receipt Number of the Receipt 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 claims not included, whatsoever be the circumstances.

**Clause 6 : Final Certificate :**

On completion of the work, the Contractor shall send a registered notice to the Engineer-in Charge, giving the date of completion and sending a copy of it to the officer, accepting the behalf of the Governor and shall request the Engineer-in Charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood, doors, walls, floors, 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 ad 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 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 or effect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work.

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 01 3 months shall commence from the date rectification of the defects. The higher authority shall ensure that in no *cast* 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 there of, 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, authorized, 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 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 of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates here 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 cut, as being due to him, by Government, or his signature on the Bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank, While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the Contractor 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 Governor.

**Clause 10 : Stores supplied by Government :**

In the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, of 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 Government 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 Government, shall remain the absolute property of Government. 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 Government including freight, cartage, taxes etc. paid by the Contractor, in the case of supplies received with the assistance of the Government, 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 fo the license or permit and/or for criminal breach of trust, pay to the Government 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 department 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 Government and the material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be 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 be Contractor, if available, on the rates of 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 manner both in 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 the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and specification etc. shall be given on each Running Account Bill.

**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 do 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 re reactive order.

- (i) If the rated 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 such rates will be derived from the rates for a similar class of work as are specified in the contractor the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the 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 *die* 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 he date or receipt of order 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-on-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 of foundations, provisions contained in sub-clause (i) to (iv) above shall not apply contract or substituted item's as individually exceed the percentage set out ii 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).

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 consider 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 notwithstanding 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 rates 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 Government, shall for any reason, whatsoever, not require the whole work thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall 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 Government 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 Government 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. Superintending Engineer, Additional Chief Engineer,

Chief Technical Engineer, Chief Engineer, and his subordinates and any other authorized agency of the Government and the contractor shall, at all times during the usual working hours, and at all other items at which reasonable notice of the intention of the Engineer-in-charge or his subordinate or any other authorized agency of the Government of committee of retired officer/officers appointed by the State Government for the purpose to visit the works shall have been given to Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

**Clause 16: Notice to be given before any work 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 -> een given or consent obtained, the same shall be uncovered at the Contractor's expense or in default, thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed .

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

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

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

The Contractor shall arrange and supply at his own cost, all material (except such special materials, if any as may in accordance with the contract, be supplied from the Engineer-in-charge's stores) plants, tools appliances, implements, ladders, 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, iaw, 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 of sublet without the written approval of the Chief Engineer; and if the Contractor shall assign of sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceeding or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan, requisite reward 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 Government, 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 Government and the same consequences shall ensue as, if the contract had been rescinded under clause 3 hereof, and in addition the Contractor shall not be entitled to 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 Government 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 change 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 direction and subject to the approval. In all respect, of the Engineer-in-charge of the Government of Rajasthan for the time being. Who shall be entitled to direct, at what point of time and in what manner are to be commenced, and from time to time carried on.

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

If any question, difference of opinion, whatsoever shall arise in any way, in connection with or arising out of this instrument of operation of any part thereof, of the rights or liabilities of either part then, save in so far as the decision of any such matter, as heretofore provided has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated and as regards the rights or obligations of the parties as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the following.

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

The Engineer-in-charge on receipt of application along with non refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One lac) from the contractor shall refer the disputes to the committee within a period of one month from date of receipt of application.

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

Contractor shall fully indemnify the Government of Rajasthan 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 of any article of part thereof unprovided in the contract, in the event of any, claims made under of action brought against Government In respect of any such matters as aforesaid, the Contractor shall be immediately, notified thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise therefrom, provided that the contractor shall not be liable to indemnify the Government of Rajasthan, if the infringement or the patent or design or any alleged patent, or design, right is the direct result of an order passed by the Engineer-in-charge in this behalf.

**Clause 24 : Imported Store articles to be obtained from Government:**

The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work of any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission in

writing, from the Engineer-in-charge, to obtain such stores and articles from else-where, The value of such stores and articles, as may be supplied to the contractor by the Engineer-in-charge, Will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall 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 in 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 can not be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

**Clause 29 : Payments at reduced rates \* on account of items of work not accepted and not completed to be at the discretion**

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 fate quoted for certain items are very high in comparison to the average/overall tendered premium; then-tire 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 10 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 form the Contractor:**

If the Engineer-in charge shall at any time and for any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should not be exuviated or should be withdrawn form the contractor, he may be notice in writing to that effect, require the Contractor not to execute the portion of the work specifies in the notice, or may with dear 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 executed 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 expensed 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, octopi 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 Government under rules in force, will be paid by the contractor himself.

**Clause 36 D :**

In respect of goods and materials procured by the Contractor for use in works under the contract sales tax will be paid by the Contractor himself. But I respect of alls 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 If 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 Government shall not be liable to pay anything extra for it except as stipulated in price escalation clause (Clause 45) of the agreement.  
Explanation: "Fair Wage" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract of the contrary, cause to be paid fair wages to labourers indirectly engaged out he work, including any labour 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 labourers 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 Labour Regulation 'made, or that may be made by the Government, 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) Vis- a Vis, the Government of Rajasthan, the Contractor shall \*e 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 consent 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 Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Organization/Department. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of the Department. If such fact is noticed (a) before sanction of tender, his 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 and Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as a foresaid, before submission of the tender of engagement in the Contractor's service, as the case may be.

**Clause 43: Quality Control:**

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

**Clause 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 department,) 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 arid steel incorporated in the works (not being materials to be supplied by the department) and/ to wages of labour-increasases 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 degrease in the rates of materials (excepting those material supplied by the department) labour/bitumen diesel/petrol/cement and steel. If negotiated rates have been accepted; prices as on the date of negotiation shall be considered for price adjustment, Similarly, if rates 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 labour/ material/bitumen /diesel /petrol and cement steel shall be calculated quarterly in accordance with the following formula.

(A) **Labour:**

$$V_L = 0.75 \times \frac{P_L}{100} \times R \frac{I_{L1} - I_{L0}}{L_0}$$

$V_L$  = 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 Reserve Bank of India Journal/Labour Bureau Simla, for the area).

$L_{L1}$  = 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 Government 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.)

$$V_M = 0.75 \times \frac{P_M}{100} \times R \frac{L_{MLM1} - L_{MO}}{L_{MO}}$$

$V_M$  = 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 department and excluding other items as mentioned in this clause.

$L_{MO}$  = 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 Government 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 Government of India, Ministry of Industries for the area.).

$P_M$  = Percentage of material consent (excluding materials supplied by the Department labour components.

**(C) Bitumen:**

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

$V_B$  = 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 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 price of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.

$P_{B 3}$  = Percentage of bitumen component of the work.

**(D) Petroleum :**

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

$V_1$  = 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 and excluding other items as mentioned in this clause.

$F_o$  = The average wholesale price Index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening 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 (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 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 Government 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).

(F) **Steel**

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

$V_s$  = Increase if 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 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).

**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 Colling 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, government 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  $M_{Po}$  &  $W_o$  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 Bureau, ministry of labour, Government of India, for relevant calendar Month. The relevant Month shall be that in which price was offered or negotiated whichever is later.

$W_p$  = 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 months prior 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 is notified as being completed and is available for inspection/duly tested.) In the absence of such notification, the date of completion is not intimated; such completion shall be considered by the Engineer-in charge which shall be final.

Note- 1 The Wholesale Price Index Number for 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 & Wo 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.....Percent
  - b) Material.....Percent
  - c) Bitumen.....Percent
  - d) Diesel and Petrol.....Percent
  - e) Cement.....Percent
  - f) Steel.....
  - .....
  - Total.....100%
  - .....
3. While allowing price escalation the following shall be deducted from the value of work don(R): (a) Cost of material supplied by the Department (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 6 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 6 month or less but actual period of execution excess be young 6 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
10. In case the contractor does not make proata 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 Government exceeds twelve 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. 1.50 lac but completion period including extended period attributable to Government is less than 6 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 or fortnightly.
16. In case at the time of executing agreement both the condition (completion period 6 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 Government, both the conditions become fulfilled in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period or work beyond 6 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 or reduction available and shall allow inspection of the same by a duly authorized representative of Government and further shall at the request of the Engineer-in charge furnish Verified in such a manner as the Engineer-in charge may required any documents so kept and such other information as the Engineer in charge may require.

**Clause 46 : Force Majeure :**

Neither party shall be liable to each other, for any loss or damage, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other invasion of nature and other acts.

**Clause 47 : General Discrepancies and errors:**

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the department in the "G" schedule, the rates as given in the basic Schedule of Rates of the Department for the area shall be taken as correct.

**Clause 48 : Post payment Audit & Technical Examination :**

The Government shall have right to cause 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 of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed below specification, the Contractor shall be liable to refund the amount of 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 Government to the Contractor.

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

The Government shall have right to provide a system of pre-check of Contractor's bills by a specified Organization, and payment by a Engineer or an Accounts Officer/Sr. Account Officer/Chief Account Officer/Financial Advisor, as the Government 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, herring before provided and the Contractor will refund such over/excess payments.

**Clause 48 B: Cheke 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 forest 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 remodel period specifies else-where in this contract shall be recoverable from the Contractor, as any other dues payable to the Government.

**Clause 49 : Dismantled Materials:**

The Contractor in 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 Government and will be deposed off to the best advantage on the Government. As per direction of the Engineer-in charge.

**Clause 50: Recovery from Contractors:**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum be 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 eh security being insufficient, ort if no security has been taken, thereafter, may become due to the Contractor, under this or any other contract with the Government of Rajasthan. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Department on demand the blasé 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)**

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

**Schedule of Machinery/T & P 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)

<b>Sr. No.</b>	<b>Item</b>	<b>Rate</b>	<b>Place of Delivery/ Return</b>

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

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

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. 24,0007- 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 from, 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 CONTRACTORS**  
**LABOUR REGULATIONS**

1. **Short Title:** These Regulation may be called "The Rajasthan Public Work Department Contractor's -Labour Regulation."
2. Definition: In the Regulation 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 sub-contractor or other person by agent on his behalf.
  - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act. 1948
  - (iii) **"Contractor"** Shall include every person whether suc-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 contractor display and correctly maintain and continue to display and inconspicuous place on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive, Engineer, the Superintending Engineer, the Chief Engineer or Labour commissioner 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 paid to him direct.
  - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods:**
  - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
  - (ii) No wage period shall exceed one month.
  - (iii) Wages period in respect of which the wages are payable.
  - (iv) When the employment of any worker is terminated by or on behalf for the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
  - (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry on 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. Wage Book and Wage Slips etc.**

(i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:

- (a) Rate of daily or monthly wages.
- (b) Nature 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.

(ii) The contractor shall also maintain a wage slip for each worker employed on the work,

(iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

**7. Fines and deduction which may be made from wages:**

(i) The wages of a worker shall be paid to him without any deductions of any kind except those authorised, namely the following.

(a) Fines.

(b) Deductions for absence from duty i.e. from the place or place where, by the terms 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 damage or losses are directly attributable to his neglect or default.

(i) The Rajasthan Government may, from time to time; allow deductions other than those specified in clause I above.

(ii) No fines shall be imposed on a worker and on deduction for damage or loss shall be made until worker has been given an opportunity or showing cause against each fine or deduction.

(iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of the wage period.

(iv) No fine imposed on any worker shall be recovered from him by installments or after expiry of 60 days from the date on which it was imposed.

**8. Register of fines etc:** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.

The Contractor shall maintain both in English and local Indian Language a list approved by the labour Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in good condition in a 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 regulation, shall be preserved for 12 months after the date of the 1st entry made in them.
10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare officer or any other person, authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulation. He shall investigate into any complaint or default made by the Contractor or Sub-Contract in regard to such provisions.
11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labour concerned in case an appeal is made by contractors under clause 12 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Labour Commissioner has given a 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, and 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 the Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the Contractor.

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 deduction 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 Government on his behalf.

**Submission of Returns:** The Contractor shall submit periodical returns as may be specified from time to time.

**Amendments:** The State Government may, from time to time, add to or amend these regulations and on any questions as to the application. The effect of this regulation, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State Government in the behalf, shall be final.

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

- (1) 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 sowing 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) Unauthorised 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 and 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 from the public works store for work contracted to be executed to be executed and the rates of which they are to be charged for**

<u>Particulars</u>	<u>Rates which the materials will be charged</u>			<u>Place of Delivery</u>
	<u>To the contractor</u>			
	<u>Unit</u>	<u>Rs.</u>	<u>Np.</u>	
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. etting, 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 FORM  
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. 24,0007- 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 from, must be signed any dated both by the Chief Engineer or other duty authorized Engineer and the Contractor.



# राजस्थान आवासन मण्डल, जयपुर।

क्र.सं. वित्त प्रकोष्ठ/2010-11/371

दिनांक 21/01/2011

—: पुरिपत्र :-

विषय :- भवन एवं अन्य संनिर्माण कर्मकार कल्याण उपकर अधिनियम-1996 एवं केन्द्रीय नियम, 1998 के अन्तर्गत उपकर निर्धारण/जमा कराये जाने बाबत।

उपरोक्त विषयान्तर्गत आपको विदित है कि राज्य में भवन एवं अन्य संनिर्माण कर्मकार कल्याण उपकर अधिनियम-1996 लागू है एवं अधिनियम की धारा-3 के अन्तर्गत जारी की गई आधिसूचना के अनुसार प्रत्येक निर्माण कार्य की लागत के 1% की दर से कर्मकार कल्याण हेतु उपकर (Cess) वसूल किया जाकर राजस्थान भवन एवं अन्य संनिर्माण कर्मकार कल्याण मण्डल में निर्माण श्रमिकों के कल्याण हेतु जमा किया जाना आवश्यक है।

उक्त अधिनियम के तहत कार्यवाही करने हेतु श्रम आयुक्त, राजस्थान सरकार द्वारा अपने पत्र दिनांक 01.09.2010 के तहत सभी को सूचित किया जा चुका है। इसके अतिरिक्त वित्त विभाग, राजस्थान सरकार द्वारा अपने आदेश F2(4)FD/PWF&AR/99 Part-II, Jaipur दिनांक 27.07.2010 के तहत PWF&AR में संशोधन किया जा चुका है। उक्त दोनों प्रपत्रों की प्रति साथ में संग्रह की जा रही है।

अतः समस्त को यह निर्देशित किया जाता है कि उक्त अधिनियम की पालना सुनिश्चित की जावे।

संग्रह :- उपरोक्तानुसार।

वि. स. एवं मुख्य लेखाधिकारी

प्रतिलिपि :- निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. प्रमुख निजी सचिव-अध्यक्ष, राजस्थान आवासन मण्डल, जयपुर।
2. निजी सचिव-आवासन आयुक्त/मुख्य अभियन्ता, राजस्थान आवासन मण्डल, जयपुर।
3. निजी सहायक-अतिरिक्त मुख्य अभियन्ता-थम/द्वितीय/तृतीय, राजस्थान आवासन मण्डल, जयपुर।
4. उप आवासन आयुक्त, राजस्थान आवासन मण्डल, वृत्त .....
4. वरिष्ठ निजी सहायक-सचिव/चि.स. एवं मुख्य लेखाधिकारी/मुख्य सम्पदा प्रबन्धक, राजस्थान आवासन मण्डल, जयपुर।
5. निजी सहायक-वरिष्ठ कार्मिक प्रबन्धक/वरिष्ठ लेखाधिकारी-I/II/III/IV & V, राजस्थान आवासन मण्डल, जयपुर।
6. आवासीय अभियन्ता, राजस्थान आवासन मण्डल, खण्ड .....
7. कार्यालय प्रति।

वि. स. एवं मुख्य लेखाधिकारी

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GOVERNMENT OF RAJASTHAN  
FINANCE DEPARTMENT  
(G&T DIVISION)

No. F.2(4)FD/PWF&AR/99 Part-II

Jaipur, dated: 27.7.2010  
Circular No.: PWF&AR  
47/2010

ORDER

The Governor has been pleased to order that the following amendments shall be made in Public Works Financial & Accounts Rules (Part-II) :-

The existing Note appearing under Clause 31 (Conditions of Contract) in Appendix-XI (General Rules and Directions for the Guidance of Contractors) shall be substituted as under :-

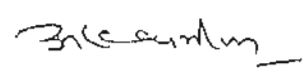
"Note: All Contracts with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act. Deductions of cess at source will be made as per provisions of the said Act, in force from time to time "

By Order,

  
(G.D. Vyas)  
Officer on Special Duty

Copy forwarded for information and necessary action to the following:

1. The Accountant General (Audit/A&E) Rajasthan, Jaipur.
2. The Principal Secretary/Secretary, PWD/PHED/Irrigation/IGNP/CAD/Forest/Water Resources Department.
3. Chairman, RSBCC/RHB/Administrator, Agriculture Marketing Board.
4. The Area Development Commissioner, Bikaner/Kota.
5. The Chief Engineer, PWD/Irrigation/PHED/IGNP, Bikaner and Jaisalmer/CAD(IGNP) Bikaner/CAD(Chambal Kota/Mahi Project/Bisalpur Project/Sidhmukh Nohar Project/Hanumangarh(North)CE,PHED, (PMC Project) Churu.
6. All Sections of Finance Department.
7. Director, Treasury & Accounts/Inspection/Local Fund Audit Department, Vitta Bhawan, Jaipur.
8. The Financial Advisor/Chief Accounts Officer, RWSSMB/ PWD/Irrigation/PHED/IGNP/IGNP Bikaner/CAD(IGNP/Sidhmukh Nohar Project/Hanumangarh/Bisalpur Project, Jaipur.
9. Admn.Reforms Department.
10. Guard File.

  
Sr Accounts Officer



**MOST URGENT**

Tel & Fax: 0141-2220169

**Labour Department**

Govt. of Rajasthan

Office of the Divisional Joint Labour Commissioner, Opp.NEI, Shanti Nagar,  
Hasanpura, Jaipur-302006

क्रमांक:

दिनांक: 1.9.2010

प्रेषक:-

संयुक्त श्रम आयुक्त एवं  
उपकर निर्धारण अधिकारी,  
जयपुर जिला।

*HCC*

प्रेषित:-

रेजिडेंट इंजिनियर  
राजस्थान हाउसिंग बोर्ड,  
जयपुर।

*EEI Secy. / FA ✓  
to put up for  
their respective  
points by 15/09/10  
UB*



*c/3799  
9-10*

*1886  
9-10*

*r. AD (F)*

*R*

**विषय:-** भवन एवं अन्य संनिर्माण कर्मकार कल्याण उपकर अधिनियम, 1996 एवं केन्द्रीय नियम, 1998 के अन्तर्गत उपकर निर्धारण/जमा कराये जाने बाबत-नोटिस

आपके द्वारा निर्माण का कार्य कराया जा रहा है जबकि आपको विदित है कि राज्य में भवन एवं अन्य संनिर्माण कर्मकार कल्याण उपकर अधिनियम, 1996 लागू है एवं अधिनियम की धारा 3 के अन्तर्गत जारी की गई अधिसूचना के अनुसार प्रत्येक निर्माण कार्य के नियोजक से निर्माण कार्य की लागत के 1% की दर से कर्मकार कल्याण हेतु उपकर (Cess) वसूल किया जाकर राजस्थान भवन एवं अन्य संनिर्माण कर्मकार कल्याण मण्डल में निर्माण श्रमिकों के कल्याण हेतु जमा किया जाना है।

- उपरोक्त अधिनियम के अन्तर्गत अधोहस्ताक्षरकर्ता को उपकर निर्धारण अधिकारी के रूप में अधिसूचित किया गया है। अधिनियम की धारा 4 सपठित नियम 6 के अन्तर्गत प्रत्येक नियोजक को उपकर के निर्धारण तथा उपकर जमा कराने संबंधी जानकारी उपकर निर्धारण अधिकारी को निर्धारित प्रपत्र(प्रारूप-1) में कार्य प्रारम्भ करने के 30 दिवस में प्रस्तुत करनी आवश्यक है।
- आपके द्वारा उपकर अधिनियम, 1996 एवं उपकर नियम, 1998 के अन्तर्गत किए गए निर्माण कार्य की लागत के उपकर निर्धारण हेतु प्रारूप-1 में जानकारी प्रस्तुत नहीं की गई

है। फलस्वरूप धारा 5 के अन्तर्गत आपके द्वारा संचालित निर्माण कार्य की निर्माण लागत एवं उपकर का निर्धारण नहीं किया जा सका है।

4. चूंकि आपने उपकर नियम 7(1) के अन्तर्गत प्रारूप-1 में जानकारी प्रस्तुत नहीं की है इसलिए उपकर नियम 7(5) के अनुसार उद्योहस्ताक्षरकर्ता के पास उपलब्ध जानकारी/रिकॉर्ड के आधार पर ही उपकर की राशि निर्धारित की जाएगी। निर्धारित उपकर की राशि जमा नहीं कराये जाने पर अधिनियम की धारा 8 के अनुसार 2% प्रतिमाह का ब्याज देय होगा। अधिनियम की धारा 9 के अनुसार पेनल्टी का प्रावधान भी है जो निर्धारित उपकर राशि के बराबर देय हो सकता है।

उपरोक्त कार्यवाही के अनुसार निर्धारित उपकर राशि, देय ब्याज राशि एवं निर्धारित पेनल्टी राशि को जमा नहीं करवाने पर नियम 13 के अन्तर्गत उक्त राशि की वसूली हेतु जिला कलेक्टर को वसूली प्रमाण पत्र जारी किया जावेगा जो भू-राजस्व की बकाया राशि की भांति आपसे वसूल की जावेगी।

5. वित्तीय वर्ष (2009-10) 31 मार्च 2010 को समाप्त हो चुका है एवं उक्त वित्तीय वर्ष की उपकर राशि आपको 'भवन एवं अन्य संनिर्माण कर्मकार कल्याण मण्डल' में एक माह की अवधि में जमा करादी जानी चाहिए थी। लेकिन आप द्वारा आज तक भी इस मद में कोई भी राशि जमा नहीं कराई गई है।

6. अतः भवन एवं अन्य संनिर्माण कर्मकार कल्याण उपकर अधिनियम, 1996 की धारा 5 सपठित नियम 10 के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में आपको निर्देशित किया जाता है कि आप नोटिस प्राप्ति के 7 दिवस में अधिनियम की धारा 4(1) व नियम 6(1) के अनुसार निर्धारित प्रारूप-I, II में आवश्यक जानकारी उद्योहस्ताक्षरकर्ता के कार्यालय में निर्माण की ड्राईंग, एस्टीमेट एवं लागत संबंधी अभिलेखों के साथ प्रस्तुत करें अन्यथा आपके विरुद्ध अधिनियम की धारा 12 सपठित नियम 12 के अन्तर्गत दण्डात्मक तथा नियम 13 के अन्तर्गत उपकर की वसूली हेतु आगामी कार्यवाही अमल में लायी जावेगी।



Sd/-

उपकर निर्धारण अधिकारी अन्तर्गत भवन एवं  
अन्य संनिर्माण कर्मकार कल्याण उपकर अधिनियम, 1996  
एवं उपकर निर्धारण प्रारूप-1 जयपुर जिला  
२०११ ज।

दिनांक: 6-9-11

# RAJASTHAN HOUSING BOARD, JAIPUR

No. F2 (8) Comp/142/2011 /100

Dated :- 20.1.11

## CIRCULAR

**Sub:- Applicability of service tax on contractors.**

The issue related to service tax was discussed in light of representation submitted by the Contractor's Association of Rajasthan Housing Board. Opinion was sought from Chartered Accountant and he has opined that payment of service tax is the liability of service provider. In this case, since the contractor is rendering the services to the Board, he shall have to pay the service tax. The circular issued vide no. F2(8)Comp/142/2006/387 dated 11/7/2006 is very clear in this regard.

However, to make the provision further clear, in financial bid document (general abstract of 'G' Schedule), contractor may be asked to quote the rates as under:

I/We agree to carry out the above work at T.P. @.....% above/below on G-schedule inclusive of all applicable taxes.

I/We agree to deposit the service tax with concerned authorities.

Signature of Contractor

This bears the approval of Hon'ble Chairman, RHB

  
FINANCIAL ADVISOR  
& CHIEF ACCOUNTS OFFICER

Copy to the following for information and n/a :

- 1) PS to Chairman/Housing Commissioner, RHB Jaipur
- 2) PS to Chief Engineer/Secretary/FA&CAO, RHB Jaipur
- 3) Director Law/CEM, RHB Jaipur
- 4) Addl. Chief Engineer -I/II/III/P&M, RHB Jaipur
- 5) Dy. Housing Commissioner, RHB, -----
- 6) Resident Engineer, RHB-----
- 7) Sr. Accounts Officer, RHB-----

  
FINANCIAL ADVISOR  
& CHIEF ACCOUNTS OFFICER

ASJ

WZ  
25/1

# RAJASTHAN HOUSING BOARD, JAIPUR.

## CIRCULAR

### SUB : Application of Service Tax on Civil Contractors

As per section 65(zzzh) of the Finance Act 1994, the provisions of service tax are applicable to the civil contractors who have been awarded contracts through tenders because they are providing services to the Board. The construction services provided in the present context attracts service tax then the service tax is to be paid to the Government Exchequer by contractors to whom contracts have been awarded through tenders and not by the Board.

In such situation the taxable services provided, if any, are provided by the Civil contractors and not by the Board and therefore Civil contractors would be required to take registration for payment of service tax and would be liable to pay service tax to the Government. In case any default is made by such civil contractors in payment of due service tax to the Government then they will remain liable for payment of service tax and penalty to the Government and not the Board.

With reference to above the meaning of obtaining proof of payment means, the civil contractors will be required to submit their Service Tax registration certificates to the Board for participating in the tenders.

The rate of Service Tax was 10.2% up to 17.04.2006 and the same is 12.24% w.e.f. 18.04.2006. As regards value, the exemption notification no. 18/2005-ST dated 07.06.2005 exempts 67% of the gross amount charged against providing construction of complex services. The gross amount shall include the value of goods and material supplied or provided or used for providing the taxable services. This exemption of 67% is available only if no credit is taken on inputs, capital goods and input services; no benefit is taken under notification no. 12/2003-ST dated 20.06.2003 (abatement of material used is not taken) and the exemption is also not available if the taxable services provided are only completion and finishing services.

Further, if the contract is only for labour charges, without involving any material, then service provider can choose to pay 10.2% / 12.24% of the gross amount charged towards such labour contract instead of grossing it up with the material used and then claiming 67% exemption.

In Compliance with  
Circular No. 18/2005-ST  
dated 07.06.2005  
The Assistant  
Commissioner  
Jaipur  
21/7

The para above is in reference to the pending tenders and future tenders, which will come in the present/future period for the Board required to amend the contract agreement/other related tender documents by inserting the applicable provisions of the Finance Act, 1994 regarding service-tax.

The condition of applicability of service tax to the contracts with reference to current tenders, which are lying pending with the Board and for future tenders are acceptable if the civil contractors are registered accordingly to the provisions of the Finance Act, 1994 with their Range Superintendent of the Central Excise Department.

The clause of service tax shall invariably be part and parcel of Board's Contract Agreement / other related documents. This clause of contract agreement is subject to change of Finance Act, 1994. The Chief Engineer will ensure insertion in the Contract Agreement.

All the tender sanctioning authorities and Divisional officers are directed to follow above guidelines and they must ensure compliance accordingly.

*See*  
HOUSING COMMISSIONER

No. F2(S)/Comp/142/2006/387

Dated: 11/7/2006

Copy to the following for information and necessary action:-

1. P.S. to Chairman, RHB, Jaipur
2. P.S. to Housing Commissioner, RHB, Jaipur
3. P.S. to Chief Engineer, RHB, Jaipur.
4. Sr. P.A. to Secretary / FA & CAO / Director (Law) & Chief Estate Manager, RHB, Jaipur.
5. Addl. Chief Engineer I/II/III & P&M, RHB.
6. All Dy. Housing Commissioners, RHB.
7. All Sr. Accounts Officers, RHB.
8. All Resident Engineers, RHB. *YD JPR*

*YCCG*  
FINANCIAL ADVISOR &  
CHIEF ACCOUNTS OFFICER

## RAJASTHAN HOUSING BOARD

No. CE/Road Repair/106/ 15 )


Dated: Sept. 2010  
1-10-10

### Office Order

Sub: Defect Liability Period for Roads, Bridges and C.D. works for roads 18 meter wide and above (costing more than Rs. 10.00 lacs).


The defect liability period for new roads / bridges / C.D. works, road widening, strengthening, upgradation, renewal and special repairs of roads and special repairs of bridges / C.D. works for roads 18 meter wide and above (costing more than Rs. 10.00 lacs) shall be five years. The works should be awarded to the agency on a single responsibility basis which will include construction of road, medians, footpath, side drains, road furniture, plantation on median and footpaths etc. including all maintenance during the contract & defect liability period. Special conditions in the contract agreement to this effect will be as per Annexure-1 which would be part of modified agreement/ tender document.

Some essential road cuts may still be required such as to lay water/ sewer connections, telephone cables etc. during the period of contract. In such cases, formal approval of competent authority will always be required and the executing agency/ person will be duly authorized for the road-cut on formal request. After depositing the charges with the department for repair etc., the contractor shall be required to repair the authorized road cuts for which he shall be paid the due charges.

  
(PAWAN KUMAR GOYAL)  
HOUSING COMMISSIONER

Copy to the following for information & n/a:

1. PS to Principal Secretary, UD&H, GoR, Jaipur.
2. PS to Chairman, RHB, Jaipur.
3. PS to Housing Commissioner, RHB, Jaipur.
4. PS to Chief Engineer, RHB, Jaipur.
5. Addl. Chief Engineer-I/II/III/P&M, RHB, Jaipur.
6. All Dy. H.C., RHB, Circle \_\_\_\_\_
7. All Resident Engineers, RHB, Div. \_\_\_\_\_
8. Office file.

  
CHIEF ENGINEER

ANNEXURE-1

Special Conditions of Contract regarding Defect Liability Period for Roads, Buildings, Bridges and C.D. works for roads 18 meter wide and above (costing more than Rs. 10.00 lacs).

1. ROAD WORKS

1.1 The Defect Liability Period (DLP) for all Road/Bridge/C.D. works shall be five years. Road/Bridge/C.D. works executed by the contracting agency shall be maintained by them at their own cost for five years (DLP) from the date of completion of work as per the clause in the agreement and special conditions of contract.

1.1.1 The work shall include construction of road/ bridges/ CD works, medians, side drains, street furniture, signage, plantation, tree guards etc.

1.2 No extra payment shall be made to the contracting agency on account of maintenance of Road/Bridge/C.D. works and removal of defects during defect liability period.

1.3 The word "Road/Bridge/C.D. works" means all new Road/Bridge/C.D. works construction, widening, strengthening, up-gradation, renewal and special repairs of roads and special repairs of bridge / C.D. works.

1.4 The word "Maintenance of Road/Bridge/C.D. works during Defect Liability Period" means:

- (i) Routine maintenance of Road/Bridge/C.D. works and
- (ii) To remove the defects as & when appear in part and entire structure of Road/Bridge/C.D. works, in specified time.

1.5 The contracting agency shall do the routine maintenance of Road/Bridge & C.D. works including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in defect free condition during the entire period of routine maintenance, which begins at completion of the construction work and ends after five years.

1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.

1.7 Some essential road cuts may still be required such as to lay water/ sewer connections, telephone cables etc. during the period of contract. In such cases, formal approval of competent authority shall always be required and the executing agency/ person shall be duly authorized for the road-cut on formal request. After depositing the charges with the department for repair etc., the contractor shall be required to repair the authorized road cuts for which he shall be paid the due charges.

1.8 The routine maintenance activities and their periodicity:

SN	Name of Item/ Activity	Frequency of operations in one year
1.	Restoration of rain cuts and dressing of berms.	<u>Once</u> in a year, generally after rains (in case areas having heavy rainfall, as & when required).
2	Making up of shoulders.	<u>As and when</u> required.
3	Maintenance of Bituminous surface road and/ or gravel road/ WBM road including filling pot holes and patch repairs etc.	<u>As and when</u> required.
4	Maintenance of drains.	<u>Twice</u> (in case of hill roads, as and when required).
5.	Maintenance of culverts and causeway.	<u>Twice</u> (in case of hill roads, as and when required).
6.	Maintenance of road signs.	Maintenance as and when required. Repainting <u>once in every two years.</u>
7.	Maintenance of guard rails and parapet rails.	Maintenance as and when required. Repainting <u>once in every two years.</u>
8.	White washing guard stones.	<u>Twice</u> in a year.
9.	Re-fixing displaced guard stones.	<u>Once</u> in a year.
10.	Watering of plants.	<u>Daily</u> or as & when required.
11.	Cutting of branches of trees, shrubs and trimming of grass and weeds etc.	<u>Once</u> generally after rains (In case of areas having rainfall more than 15000 mm per year, as and when required).



12.	White washing parapets of CD works.	Once in a year.
13.	Maintenance of Street Furniture.	Once in a year.

2. GENERAL

2.1 Inspection of works during Defect Liability Period:

2.1.1 The contracting agency shall undertake joint detailed inspection along with engineer-in-charge / A.En., at least once in three months in case of all Road/Bridge/C.D. works. The Engineer-in-charge can reduce this frequency in case of emergency. The contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification within 15 days after the joint inspection. The contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every P.E. (Sr.) for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP -

The contracting agency shall have to furnish security deposit in the form of Bank Guarantee for DLP as per requirements of clause 37 (e) of contract agreement, valid from the date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 Forfeiture of SD/ Black-listing the Contractor -

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 15 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defects removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under enlistment rules etc. shall also be taken against the contracting agency by the competent authority. The contractor may also be blacklisted for default on this account.

2.2.3 Force Majeure -

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

**कार्यालय आदेश**

लोक निर्माण वित्तीय एवं लेखा नियम ठेका/अनुबंध खण्ड II के "निविदा" शीर्ष में विभिन्न प्रकृति के निर्माण कार्यों हेतु जारी किये जाने वाली निविदा प्रपत्रों का मूल्य तथा निर्माण कार्य की लागत के अनुरूप परियोजना अवधि (कार्य पूर्ण करने हेतु आवश्यक समयावधि) का प्रावधान निहित है।

मण्डल के अभिज्ञान में आया है कि मण्डल के विभिन्न प्रकृति के निर्माण कार्यों हेतु पृथक-पृथक खण्डों/वृत्तों/जोन कार्यालयों द्वारा प्रकाशित निविदाओं के अन्तर्गत जारी किये जाने वाले निविदा प्रपत्रों का न केवल मूल्य ही पृथक-पृथक निर्धारित किया जाता है, बल्कि कार्य की लागत के अनुरूप अनुमेय परियोजना अवधि में भी असमानता पायी जाती है।

अतः मण्डल के विभिन्न प्रकृति के निर्माण कार्यों हेतु प्रकाशित निविदाओं के अन्तर्गत जारी किये जाने वाले निविदा प्रपत्रों के मूल्य एवं कार्य पूर्ति हेतु अनुमेय परियोजना अवधि में समानता सुनिश्चित करने की दृष्टि से लोक निर्माण वित्तीय एवं लेखा नियम ठेका/अनुबंध खण्ड II के "निविदा" शीर्ष में निर्धारित प्रावधान के सदृश निविदा प्रपत्रों के मूल्य एवं अनुमेय परियोजना अवधि का निर्धारण एतद् द्वारा निम्नानुसार किया जाता है :-

(अ) अनुमेय परियोजना अवधि

(I) विकास कार्य हेतु :-

1	दस लाख तक की परियोजना लागत के कार्य	3 से 6 माह
2	दस लाख से अधिक एवं एक करोड़ तक की परियोजना लागत के कार्य	6 से 9 माह
3	एक करोड़ से अधिक परियोजना लागत के कार्य	9 से 12 माह

(II) आवासों के कार्य हेतु :-

1	स्वतंत्र एवं डूप्लेक्स आवासों हेतु	12 माह
2	एक मंजिल से अधिक एवं चार मंजिल तक के आवासों हेतु	15 से 18 माह
3	चार मंजिल से अधिक एवं दस मंजिल तक के आवासों हेतु	18 से 21 माह

विशेष परिस्थितियों में कार्य की महत्ता/प्रकृति को दृष्टिगत रखते हुये उक्त निर्धारित परियोजना अवधि सक्षम अधिकारी द्वारा घटाई जा सकेगी।

(ब) निविदा फार्म का मूल्य

क्र. सं.	कार्य की अनुमानित राशि	रूपये
1	रु. दस लाख तक	500/-
2	रु. दस लाख से तीस लाख तक	1000/-
3	रु. तीस लाख से एक करोड़ बीस लाख तक	2000/-
4	रु. एक करोड़ बीस लाख से ऊपर के कार्य	3000/-

रूपये पांच करोड़ से अधिक राशि की वृहद परियोजनाओं के निविदा प्रपत्रों के मूल्य का निर्धारण सक्षम अधिकारी द्वारा निविदा प्रपत्रों में सम्मिलित ड्राईंग व विशिष्ट प्रपत्रों की लागत को दृष्टिगत रखते हुये किया जावेगा।

उक्त आदेश तत्काल प्रभावी होंगे।

मुख्य अभियन्ता

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु :-

1. निजी सचिव-अध्यक्ष/आवासन आयुक्त, रा. आ. म., जयपुर
2. निजी सचिव-मुख्य अभियन्ता, रा. आ. म., जयपुर
3. सचिव/वित्तीय सला. एवं मुख्य लेखाधिकारी, रा. आ. म., जयपुर
4. मुख्य सम्पदा प्रबंधक/निदेशक (विधि), रा. आ. म., जयपुर
5. अति. मुख्य अभियन्ता-I/II/III/P & M, रा. आ. म., जयपुर
6. उप आवासन आयुक्त (समस्त) वृत्त ..... रा. आ. म. को पालनार्थ
7. आवासीय अभियन्ता, (समस्त) खण्ड ..... रा. आ. म. को पालनार्थ

तक. सहा.-मुख्य अभियन्ता