

**GOVERNMENT OF RAJASTHAN  
WATER RESOURCES DEPARTMENT**

**CANAL WORKS  
TENDER DOCUMENT**

**FINANCIAL BID**

**FOR**

**Operation of NHP training centre cum IGNP rest house at  
Jaipur for the year 2025-26  
Rs.10.88 Lacs.**

**EXECUTIVE ENGINEER, 16<sup>th</sup> DIVISION, I.G.N.P., BIKANER**

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# **SCHEDULE “A-1”**

## **Notice inviting tender**

## कार्यालय अधिशाषी अभियन्ता, 16 वां खण्ड, इ.गान.प., बीकानेर

Mobile 8385885628 email-eeignp16@gmail.com

क्रमांक : 880

दिनांक : 23.06.2025

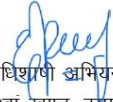
## ई-निविदा सूचना संख्या EE/04 OF YEAR 2025-26

## NIB CODE-

राजस्थान के राज्यपाल की ओर से निम्नलिखित कार्यों के लिये राज्य सरकार द्वारा जल संसाधन विभाग एवं निर्माण विभाग के प्रथम श्रेणी में नियमानुसार (समय समय पर सशोधित) प्रभावी आदेशों के तहत पंजीकृत ठेकेदारों एवं इ.गान.प. इकाई में सक्षम श्रेणी में पंजीकृत ठेकेदारों से निर्धारित प्रपत्र में ई-प्रोक्चोरमेंट प्रक्रिया से ऑनलाइन निविदाएं आमंत्रित की जाती हैं। निविदा से संबंधित विवरण वेब साइट [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) व <http://eproc.rajasthan.gov.in> तथा <http://dipr.rajasthan.gov.in> पर देखी जा सकती है। इच्छुक संवेदकों को अपने डिजिटल हस्ताक्षर के माध्यम से वेब साइट <http://eproc.rajasthan.gov.in> पर रजिस्टर्ड होना आवश्यक है।

| क्र.सं. | कार्य का नाम   | अनुमानित राशि (लाख में)  | धरोहर राशि 2% (रूपयों में) | धरोहर राशि 1/4 % (रूपयों में) | निविदा शुल्क (रूपयों में) | कार्य पूर्ण करने की अवधि |
|---------|--|--|----------------------------|-------------------------------|---------------------------|--------------------------|
| 1       | Operation of NHP training cum IGNP rest house at Jaipur for the year 2025-26<br>UBN No:-                     | 10.88  | 21760                      | 5440                          | 1000                      | 12 माह                   |
|         | निविदा फीस   | रु 1000/- प्रत्येक कार्य   |                            |                               |                           |                          |
|         | प्रोसेसिंग फीस (आर.आई.एस.एल)   | रु 500/- प्रत्येक कार्य  |                            |                               |                           |                          |
|         | निविदा आवेदन डाउनलोड करने की तिथि  | 24.06.2025 16.00 बजे से 07.07.2025 13.00 pm बजे तक                     |                            |                               |                           |                          |
|         | निविदा अपलोड करने की तिथि  | 24.06.2025 16.00 बजे से 07.07.2025 13.00 pm बजे तक                     |                            |                               |                           |                          |
|         | निविदा शुल्क प्रोसेसिंग फीस एवं धरोहर राशि के ई-चालान मय भरे गये टेण्डर की कोपी को ऑनलाइन जमा करवाने की तिथि | 07.07.2025 13.00 pm बजे तक   |                            |                               |                           |                          |
|         | निविदा खोलने की तिथि   | 07.07.2025 02.00 pm बजे  |                            |                               |                           |                          |
|         | निविदाएं खोलने का स्थान  | अधिशाषी अभियन्ता, 16 वां खण्ड, इ.गान.प., बीकानेर                       |                            |                               |                           |                          |
|         | निविदा शुल्क, धरोहर राशि एवं प्रोसेसिंग फीस  | केवल ई-चालान द्वारा ही प्राप्त की जावेगी। डीडी, बैंक, मान्य नहीं होगा। |                            |                               |                           |                          |

किसी भी निविदा को स्वीकार व बिना कारण बताये रद्द करने का अधिकार विभाग के पास सुरक्षित है। संवेदक का कर्मचारी भविष्य निधि अधिनियम 1952 एवं कर्मचारी राज्य बीमा अधिनियम 1948 एवं श्रम विभाग में 1970 के तहत पंजीकृत/प्रमाण पत्र होना आवश्यक है। उक्त निविदा दिनांक 23.06.25 को एसपीपी पोर्टल पर ऑन लाईन किया गया है।

  
अधिशाषी अभियन्ता,  
16वां खण्ड, इ.गान.प.,  
बीकानेर

**GOVERNMENT OF RAJASTHAN**  
**OFFICE OF THE EXECUTIVE ENGINEER, 16<sup>th</sup> DIVISION, I.G.N.P., BIKANER**

**NOTICE INVITING TENDERS FOR WORKS**

1. Tenders are hereby invited on behalf of the Governor of Rajasthan for the works of **Operation of NHP training centre cum IGNP rest house at Jaipur for the year 2025-26** from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Governments/Central Government Undertakings/Organizations equivalent to AA and A Class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under :-

- |   |  |
|---|--|
| (i) Contractors equivalent to AA Class of Rajasthan | Works of which cost exceeds Rs. 1.5 crores                               |
| (ii) Contractors equivalent to A Class of Rajasthan | Works of which cost exceeds Rs. 1.5 crore 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 Conditions of Contract to be complied with by the persons whose tender may be accepted, downloaded from the web site [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) from 24.06.2025 To 07.07.2025 upto 13.00 PM.

3. Online tenders should be submitted in the prescribed electronic format in the web site: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) upto 13.00 PM on 07.07.2025 and will be opened at 02.00 PM on 07.07.2025 in the presence of Contractors or their authorized representatives, if they wish to present.

4. Tenders are to be uploaded electronically on website [eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) on payment of a sum of Rs 1000/- E-Challan in favour of Executive Engineer, 16<sup>th</sup> Division, IGNP, Bikaner payable at Bikaner Before submitting tenders, it should be ensured that all the tender papers including Conditions of contract are signed by the tenderer. Eligibility to get tender forms shall be with reference to the amount of NIT.

5. The work is to be completely finished to the satisfaction of Engineer-in-charge within 15.07.2026 from the 10<sup>th</sup> day after the date of written order to commence the work.

6. Earnest Money, amounting to Rs 2% i.e. Rs. 21760.00 for Registered Contractors with WR, Rajasthan Department and 1/2% i.e. Rs.5440.00 for registered in other departments must accompany each tender, Earnest Money Demand Draft of Nationalized/Scheduled Banks, in favour of Executive Engineer, 16<sup>th</sup> Division, IGNP, Bikaner payable at Bikaner should be deposited with the cashier or authorized clerk and photocopy of the DD should be attached with tenders.

7. Performance security.- (1) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works.

(3) Performance security shall be furnished in any one of the following forms-

- (a) deposit through eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;
- (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and

formally transferred in the name of procuring entity with the approval of Head Post Master;

(d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;

(e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(f) In case of procurement of works, the successful bidder at the time of signing of contract agreement, may submit option for deduction of performance security from his each running bill and final bill @ 10% of the amount of the bill.

(4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

8. The acceptance of the tender will rest with the Competent Authority who does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason.

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

| Value of Tenders   | Name of Office                                   |
|--|--|
| (i) Tenders for which sanctioning authority is Executive Engineer/ Superintending Engineer   | Divisional Office<br>Circle Office               |
| (ii) Tenders for which the sanctioning authority is Additional Chief Engineer/Chief Engineer | Additional Chief Engineer/ Chief Engineer Office |
| (iii) Tenders for which sanctioning authority is Board/State Government.                     |  |

10. No refund of tender fees is claimable for tenders not accepted or forms returned or for tenders not submitted.

11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of [Potential assessment bid/post-qualification bid/pre-qualification bid, where 2 envelopment system is followed, otherwise 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 Finance Committee Board/Empowered Committee/Empowered Board etc. | 70 days |

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

12. All tenders, in which any of the prescribed conditions are not fulfilled or which have been vitiated

by errors in calculations, totaling or other discrepancies or which contain over-writing in figures or words or corrections not initialed and dated, will be liable to rejection.

13. Enlisted Contractors, will be required to pay Earnest Money @ 1/2 % of estimated cost of work put to tender, in case of work for 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 circumstances explained in Clause 11 above. Degree/Diploma holder Engineers may pay Earnest Money equal to one half of the normal rates, subject to the provisions of Rules for enlistment of Contractors.

14. The tender should be accompanied with GST Clearance Certificates from the concerned departmental authorities, without which the tenders may not be entertained.

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

16. If the contractor does not submit performance guarantee within 10 days from the date of communication of acceptance of his tender, his earnest money shall be liable to be forfeited.

Executive Engineer,  
16<sup>th</sup> Division, IGNP,  
Bikaner

## GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works, proposed for execution by Contract, will be notified is of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Chief Engineer or other duly authorized Engineer.  
The form of invitation to tender will state the work to be carried out, \ as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specific designs and drawings and estimated rates/scheduled rates and any other 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 must be signed on his behalf, by a person holding a power of Attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act submitting the copy of registration certificate.
3. Receipts for payments, made on account of a work when executed, if firm must also be signed by the several partners, except where the contractor described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits **percentage rate tender**, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tender which propose any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but Contractors, who wish to tender for two or more work, 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 contractors) or their authorized representatives \ present at the time, and will announce and enter the rates/amounts of all the tenders in the Register of Opening of Tenders, (Form RPWA 20A). In the event of the tender being accepted, a receipt for the Earnest Money deposited shall be / Contractor, who shall sign copies of the specifications and other 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 authorize to receive such amount, will not be considered as an acknowledgment of payment to the Chief Engineer or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorized Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under the Official Secrets Act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tender shall return all the drawings given to them.

### Declaration

"I/We hereby declare that I/We shall treat the tender documents, drawing and other records, connected with the work, as secret confidential documents, and shall not communicate information derived



there from 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 of the same."

11. Any percentage rate tender containing item-wise rates, and any it tender containing percentage rate below or above estimated/scheduled rate 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 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 condition of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The tender to work shall not be witnessed by a Contractor or Contractors who himself/ themselves has/have tendered or who may and has/have tendered the same work. Failure to observe the secrecy of the tenders will render tenders of the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check, there are some discrepancies, the following procedure shall be followed:-
  - (i) Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.
  - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as-correct and not the amount worked out.
  - (iii) While quoting rates, if rate/rates against any item or items are found to be omitted, the rate given in the Schedule 'G' by the department such items will be taken into account while preparing competitive statement and contractor shall be bound to execute such item on 'G' Schedule rates.
  - (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and the 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 provisions of the Act.
17. The Contractor shall read the specifications and study the drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land approach road 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 initialed. 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 e to execute the work of the nature and magnitude.
21. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the ( 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 works, which are in hand (progress), in the following form :-

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

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ then the lower of the two shall be treated as the rate quoted by the Contractor.
24. All additions, deletions, corrections and 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 disputes impossible on this score.
25. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, all time of execution of Agreement.
26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering 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 the tenders/ negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.  
(b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

### 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, designs, drawings and instructions in writing referred to in Rule 1 in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

### Memorandum

- (a) General description of work :- **Operation of NHP training centre cum IGNP rest house at Jaipur for the year 2025-26**
- (b) Estimated cost **Rs. 10.88 lacs**
- (c) Earnest money **Rs. 21760/-** @ 2% for enlisted contractors outside their zone and 1/2% **Rs. 5440/-** within their zone of enlistment.
- (d) Performance security.- (1) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous

bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works.

(3) Performance security shall be furnished in any one of the following forms-

(a) deposit through eGRAS;

(b) Bank Draft or Banker's Cheque of a scheduled bank;

(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

(d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;

(e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(f) In case of procurement of works, the successful bidder at the time of signing of contract agreement, may submit option for deduction of performance security from his each running bill and final bill @ 10% of the amount of the bill.

(4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

(e) Time allowed for the completion of work (to be reckoned from the 10th day after the date of written order to commence the work) is within . Should this tender be accepted in whole or in Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender, or in default thereof, to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs.-----.00 is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Governor of Rajasthan or his successor in office without prejudice to any other right or remedies of Governor of Rajasthan or his successor in his office, should I/We fail to commence the work specified in the above memorandum.

Signature of witness

Signature of contractor

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

Dated the.....

Engineer-in-charge

Signature of Contractor  
Address of Contractor

## SCHEDULE “A-2”

### General Conditions of Contract

#### CONDITIONS OF CONTRACT

**Clause 1 :** Performance security.- (1) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

(2) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works.

(3) Performance security shall be furnished in any one of the following forms-

(a) deposit through eGRAS;

(b) Bank Draft or Banker's Cheque of a scheduled bank;

(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

(d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;

(e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

(f) In case of procurement of works, the successful bidder at the time of signing of contract agreement, may submit option for deduction of performance security from his each running bill and final bill @ 10% of the amount of the bill.

(4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

#### **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 from the 10th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from 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 proceeded 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 exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, 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   | 1/4th<br>(        days)   | 1/2th<br>(        days) | 3/4th<br>(        days) | Full<br>(        days) |
| B | Work to be completed in terms of money.   | 1/8 <sup>th</sup>   | 3/8 <sup>th</sup>       | 3/4 <sup>th</sup>       | Full                   |
| C | Compensation payable by the contractor for delay attributable to contractor at the stage of : | Delay upto one fourth period of the prescribed time span. -2.5% of the work remained unexecuted.<br>Delay exceeding one-fourth period but not exceeding half of the prescribed time span. - 5% of the work remained unexecuted.<br>Delay exceeding half of the prescribed but not exceeding three fourth of the time span. - 7.5% of the work remained unexecuted<br>Delay exceeding three fourth of the prescribed time span. - 10% of the work remained unexecuted. |                         |                         |                        |

**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 period 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 illustrations is given:

(i) First time span is of 6 months, delay is of 30 days which is split over as under:-

5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor) + 5 days (attributable to government) + 5 days (attributable to contractor).

Total delay is thus clubbed to 15 days (attributable to government) and 15 days (attributable to contractor).

Total normal compensation of 30 days as per clause 2 of agreement is 2.5% which can be reduced as  $2.5 \times 15/30 = 1.25\%$  over 30 days without any escalation by competent authority.

**Note :** The compensation, levied as above, shall be recoverable from the Running Account Bill to be paid immediately after the concerned time span. Total compensation for delays shall not exceed 10 percent of the total value of the work.

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 one 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 of 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 compensation.

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 prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of 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 defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or 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 unworkman like manner, shall omit to comply with the requirements of 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 or he has already failed to complete the work by that date,

(ii) If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the Court or Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order,

(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 rescind the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence), upon such determination or rescission, the earnest money, full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of Government.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the Contractor under the terms of this contract. The certificate of the Divisional Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the department are less than amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(c) After giving notice to the Contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted out of his hands and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by Government under this contract or on any other account, whatsoever, or from his Earnest Money, Security Deposit, Enlistment Security or the proceeds of sales thereof, or a sufficient part thereof, as the case may be. In the event of any one or more of the above courses being adopted by the Engineer-in-charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And, in case action is taken under any of provisions aforesaid, the Contractor shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-charge has certified, in writing, the

performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

(i) In any case in which any of the powers conferred by Clause 3 hereof, shall have become exercisable and the same shall have not been exercised, the non-exercise, thereof, shall not constitute waiver of any of the conditions hereof, and such power shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which, by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his Security Deposit/ Performance Guarantee/Earnest Money/Enlistment security and the liability of the Contractor for past and future compensation shall remain unaffected.

**Powers to take possession of, or require removal, sale of Contractor's Plant**

(ii) In the event of the Engineer-in-charge putting in force, powers vested in him under the preceding Clause 3 he may, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorized Engineer (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-charge may, by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Chief Engineer or other duly authorized Engineer may remove them at the Contractor's expenses, sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly 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 rules/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 Register of the day on or before 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

**Clause 6 : Final Certificate**

On completion of the work, the Contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the Governor and shall request the Engineer-in-charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have

removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood work, doors, walls, floors, or 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 materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pits, 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 the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again, after giving reasonable notice to the Contractor, and such re-measurements shall be binding on the Contractor.

Within ten/thirty days of the receipt of the notice, Engineer-in-charge shall inspect the work and if there is no visible defects on the face of the work, shall give the Contractor, a certificate of completion. 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 Engineer-in-charge shall specifically mention the details of the visible defects alongwith 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: Payment on 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 shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and re-constructed or re-erected, or considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect 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 contract. If, there shall be any 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 or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding



completion of work. The contractor shall submit a memorandum of the disputed items alongwith justification in support within 30 days from the disallowance thereof, and if he fails to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

#### **Clause 8 : Bills to be submitted monthly**

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite 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 a bill from such Measurement Book, which shall be binding on the Contractor in all respects.

#### **Clause 8 A : Contractor to be given time to file objection to the Measurements recorded by the Department**

Before taking any measurement of any work, as have been referred to in preceding Clauses 6, 7 & 8, the Engineer-in-charge or a subordinate, deputed by him, shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge, then in any such event, the measurements taken by the Engineer-in-charge or by the subordinates deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

#### **Clause 8 B : Recovery of cost of preparation of the Bill**

In case of Contractors of Class "A" and "AA" do not submit the bill within time fixed, the Engineer-in-Charge may prepare the bill as per provision of clause 8 of the Conditions of Contract but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

#### **Clause 9 : Bills to be on printed forms**

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

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

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) an authorization in the form of a legally valid document, such as a Power of Attorney conferring authority on the Bank to receive payments, and (ii) his own acceptance of the correctness of the account made out, as being due to him, by Government, or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-a-vis the Governor.

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

If the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, from time to time, required to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied, at the rates specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under

the contract or otherwise or against or from the Performance Guarantee and/or Security Deposit or the proceeds of sale, if the same is held in Government securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured, and these shall not, on any account, be removed from the site of work and shall be, all times, open to 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 writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials, so required, he shall be liable to pay the price of such materials in accordance with the provision of Clause 10 B *ibid*. But the Contractor shall not 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 Contractor, he shall be paid for, at the price originally charged excluding storage charges, in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc., paid by the Contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in-charge, as to the price of the stores returned, keeping in view its condition etc., shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall, in addition to throwing himself open to account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply, or non-supply thereof, all or 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 or damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-charge may cause the same to be supplied and all costs, which may attend such removal and substitution, are to be borne by the Contractor.

#### **Clause 10 B : Penal rate in case of excess consumption**

The Contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department, at double of the issue rate including storage and supervision charges or market rate, whichever is higher. A Material Supply and Consumption Statement, in prescribed Form RPWA 35A, shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be deferred. Certificate of such nature shall be given in each Running Account Bill.

#### **Clause 10 C : Hire of Plant and Machinery**

Special Plant and Machinery, required for execution of the work, may be issued to the Contractor, if available, on the rates of hire charges and other terms and conditions as per departmental Rules, as per Schedule annexed to these conditions. Rates of such Plant & Machinery shall be got revised periodically so as to bring them at par with market rate.

#### **Clause 11: Works to be executed in accordance with Specifications, Drawings, and Orders etc.**

The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the Contractor shall, if he so require, be entitled, at his

own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill.

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

## Clause 12

The Engineer-in-Charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, 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 by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

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

Percentage set out in the tender documents under clause 12A.

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

- (a) For buildings, compound wall plinth level or 1.2 metres (4 ft.) 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 reservoir and the bed of floor level.
- (c) For retaining walls, where floor levels is not determinate 1.2 metres above the average ground level or bed level.
- (d) For roads, all items of excavation and filling including treatment of sub base and soling work.
- (e) For water supply lines, sewer lines underground 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 12A.

#### **Clause 12A**

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. This limit shall not be applicable on items relating to foundation work which shall be executed as per original rates or provision of clause 12(i) to (iv).

In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub clause (ii) of clause 12 and the Engineer-in-Charge, may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-Charge shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under this Clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause(ii) of the preceding clause 12 and the Engineer-in-Charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-charge and the Contractor.

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

If, at any time after the commencement of the work, the Government shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the Contractor, who shall have no claim to any payments or compensation, whatsoever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither, shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the Contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the Contractor provided, however, that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Government Stores, charges recovered, including storage charges shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of



the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

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

If, it shall appear to the Chief Engineer or any authorized authority or the Engineer-in-Charge or his subordinates in-charge of the work, or to the committee of retired officers/officers appointed by the State Government for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-Charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case maybe, remove the materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

**Clause 15 : Work to be open to inspection : Contractor or his responsible Agent to be present**

All work, under or in course of execution or executed in pursuance of the contract, shall, at all times, be open to inspection and supervision of the Engineer-in-charge and his superior officers 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 times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate and any other authorized agency of Government or committee of retired officers/officers appointed by the State Government for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for the 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.

**Clause16 : Notice to be given before any work is covered up**

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

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

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

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

The Contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof, to and from the work. The Contractor shall also arrange and supply, without charge, the requisite number of persons with the means and materials, 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, or a sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may, with the 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 sub-letting, bribing or if Contractor becomes insolvent**

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

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

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

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

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

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

All the works, to be executed under the contract shall be executed under the direction and subject to the approval, in all respect, of the Engineer-in-charge of the Government of Rajasthan for the time being,

who shall be entitled to direct, at what point or points, and in what manner, they are to be commenced, and from time to time, carried on.

### **Clause 23: Standing Committee for Settlement of Disputes**

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated, and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the Empowered Standing Committee, which would consist of the followings:—

- (i) Administrative Secretary concerned.
- (ii) Finance Secretary or his nominee, not below the rank of Deputy Secretary.]
- (iii) Law Secretary or his nominee, not below the rank of Joint Legal Remembrance.
- (iv) Chief Engineer-cum-Addl. Secretary of the concerned department.
- (v) Chief Engineer /Additional 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 **three months** from the date of receipt of application.

Procedure and Application for referring cases for settlement by the Standing Committee shall be, as given in Form RPWA 90.

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

Contractor shall fully indemnify the Governor of Rajasthan against any action, claim or proceeding, relating to infringement or use of any patent or design, or any alleged patent or design, rights, and shall pay any royalties, which may be payable in respect of any article or part thereof, included in the contract, in the event of any claims made under or action brought against Government. In respect of any such matters, as aforesaid, the Contractor shall be, immediately, noticed thereof, and the contractor shall be, at liberty, at his own expense, to settle any dispute or to conduct any litigation, that may arise therefrom provided that the Contractor shall not be liable to indemnify the Governor of Rajasthan, if the infringement of 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 or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission, in writing, from the Engineer-in-charge, to obtain such stores and articles from else-where. The value of such stores and articles, as may be supplied to the Contractor by the Engineer-in-charge, will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

### **Clause 25: Lump-sums in estimates**

When the estimate, on which a tender is made includes lump sums, in respect of parts of the work, the Contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.

**Clause 26: Action where no Specification**

In case of any Class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

**Clause 27: Definition of work**

The expression "works" or "work" where used in these conditions, shall, unless there be something either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

**Clause 27 A: Definition of Engineer-in-charge**

The term "Engineer-in-charge" means the Divisional Officer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Governor.

**Clause 28:** It cannot be guaranteed that the work will be started immediately after the tenders have been received. No claims for increase of rate will be entertained, if the orders for starting work are delayed.

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

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 specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates, as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.

**Clause 29 A: Payments at part rates**

The rates for several items of works may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average/overall tendered premium, and then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

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

The percentage referred to in the "Tender for works" will be deducted/ added from/ to the gross amount of the bill before deducting the value of any stock issued.

**Clause 31 : Contractor to adhere to lab our laws/regulation**

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Lab our Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor, it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 of the Conditions of Contract.

*"Note – All contracts with Govt. shall require registration of workers under the building and other construction workers (Regulation of employment and condition of services) Act, 1996 and extension of benefit to such workers under the act. Definitions of cess at source will be made as per provisons of the said act, in force from time to time."*

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

If the Engineer-in-charge shall at any time and for any reasons, whatever, including inability to maintain prorata progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may by notice in writing to that effect, require the Contractor not to execute the portion of the work specified in the notice, or may withdraw from the Contractor the portion of work, so specified, and the Contractor shall not be entitled to any compensation, by reason of such portion of work having been withdrawn from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his



rights under clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.

**Clause 33:**

The contract includes clearance, 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: Protect works**

The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Contractor free of cost.

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost

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

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

**Clause 36 A:**

The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

**Clause 36 B:**

The cost of all water connections, 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 Taxes**

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

**Clause 36 D:**

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

**Clause 37: Refund of Performance Guarantee and Security Deposit**

The Performance Guarantee and /or Security Deposit will be refunded after the expiry of the period, as prescribed below:-

- (a) In case of contracts relating to hiring of trucks and other T & P, transportation including loading, unloading of materials and the amount of Performance Guarantee / Security Deposit is refundable along with the final bill.
- (b) Supplies of material: As per provisions of the G.F. & A.R.
- (c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid.
- (d) Original works/ special repair / renewal works: Sixty months after completion or expiry of one full rainy season, or after expiry of defect liability period, as defined in special conditions of the

agreement, whichever is later provided the final bill has been paid.

**Clause 38: Fair Wage Clause**

- (a) The Contractor shall pay not less than fair wages/minimum wages to laborers engaged by him on the work as revised from time to time by the Government, but the Government shall not be liable to pay anything extra for it except as stipulated in price escalation clause (clause 45) of the agreement.

**Explanation:** "Fair Wage" means minimum wages for time or piece work, fixed or revised, by the State Government under the Minimum Wages Act, 1948.

- (b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the 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 laborers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the Public Works Department Contractor's Labour Regulations made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage 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 estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made therefrom, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.
- (e) Vis-a-Vis the Government of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach 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 costing Rs. 100 lac and above - One Graduate Engineer.
- (b) For works costing between Rs. 50 lac to Rs. 100 lac - One qualified diploma holder having experience of not less than 3 years.
- (c) For works costing between Rs. 15 lac and Rs. 50 lac - One qualified diploma holder.

The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

**Clause 39 A:**

The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, thereunder, from time to time. If he fails to do so, his failure will be a 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 facts are noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

**Note :** By the term 'near relative' is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in-laws.

**Clause 42: Retired Gazetted Officers barred for 2 years**

No Engineer of Gazetted rank or other Gazetted Officer, employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. The contract is liable to be cancelled, if either the Contractor or any of his employees is found, at any time, to be such a person, who had not obtained the permission of Government, as aforesaid, before submission of the tender or 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 has been delivered to the Engineer-in-charge, and a certificate from him, to the effect, obtained.

**Clause 44: Death of Contractor**

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies the legal heirs of the Contractor or the Chief Engineer or duly 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 value 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 and petrol/cement/steel incorporated in the works (not being materials to be supplied by the department) and/or wages of labor increases or decreases, as compared to the price and/or wages prevailing at the date of opening of tender or date of negotiations for the work, the amounts payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department/labor/bitumen/ diesel and petrol/cement/steel. If negotiated rates have been accepted, prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

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

**(A) Labour**

$$V_L = 0.75 \times (PL/100) \times R \times \{(IL_1 - IL_0)/IL_0\}$$

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

$R$  = 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.

$IL$  = The average consumer price index for industrial workers (whole-sale prices) for the Quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/Labor Bureau Simla, for the area).

$IL_1$  = The average consumer price index for industrial workers (whole-sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/ Labor Bureau Simla, for the area).

$P_L$  = Percentage of labor components.

**Note:** In case of revision of minimum wages by the Government or other competent authority, nothing extra would be payable except the price escalation permissible under this clause.

**(B) Material (excluding material supplied by the department)**

$$V_M = 0.75 \times (PM/100) \times R \times \{(LM_1 - LM_0)/LM_0\}$$

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

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

$LM_0$  = The average wholesale price index (all commodities) for the quarter in which tenders were opened/negotiated (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area.)

$LM_1$  = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/ Economic Adviser to Government of India, Ministry of Industries, for the area).

$P_M$  = Percentage of material component (excluding materials supplied by the Department).

**(C) Bitumen**

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$

$V_b$  = Increase or decrease in the cost of the work during the month under consideration due to changes in the rate for bitumen.

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

$B_o$  = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

$B_i$  = The official retail price of bitumen of IOC depot at nearest center for the 15<sup>th</sup> day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work excluding bitumen supplied by the Department (Specified in the sanctioned estimate of the work).

**(D) Petroleum**

$$V_f = 0.75 \times (P_f/100) \times R \times \{(F_i - F_o)/F_i\}$$

$V_f$  = Increase or 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 of tender/negotiations.

$F_i =$  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 lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

$R =$  Total work done during the quarter as prescribed under this clause.

**Note:** For application of this clause price of HSD is chosen to indicate fuel and lubricant component.

### (E) Cement

$$V_c = 0.75 \cdot (P_c/100) \cdot R \cdot \{(LC_1 - LC_0)/LC_0\}$$

$V_c =$  Increase or 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.

$L_{o0} =$  The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

$P_c =$  Percentage of cement components (excluding cement supplied by the Department).

### (F) Steel

$$V_s = 0.75 \cdot (P_s/100) \cdot R \cdot \{(LS_1 - LS_0)/LS_0\}$$

$V_s =$  Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of steel.

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

$L_{s0} =$  The average wholesale price index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).

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

$P_s =$  Percentage of steel components (excluding steel supplied by the Department).

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

In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporating Cooling Works, the price quoted shall be based on the Indian Electrical and Electronics Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/tender, and the same is deemed to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers, the prices shall be subject to adjustment up or down in accordance with following formula.

$$P = (P_o/100) \cdot [15 + (55 \cdot M_p/M_{p0}) + 15 \cdot (W_o(D)/W_o) + 15 \cdot (W_o(1)/W_o)]$$



Where:

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

P<sub>o</sub> = Price quoted/confirmed.

M<sub>po</sub> = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin, Revised Index Number of Wholesale Prices (Base: 1981-82=100) for the week ending first Saturday of the relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

W<sub>o</sub> = All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100), as published by Labor Bureau, Ministry of Labour, Government of India, for relevant calendar month. The relevant month shall be that in which price was offered or negotiated whichever is later.

The above index number M<sub>po</sub> & W<sub>o</sub> are those published by IEEMA as prevailing on the first working day of the calendar month FOUR months prior to the date of tendering.

M<sub>p</sub> = Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised Index Number of wholesale prices (Base: 1981-82=100). The applicable wholesale price Index Number for Metal Products as prevailing on 1st Saturday of the month covering the date FOUR months prior to the date of delivery and would be as published by BEEMA.

W<sub>o(D)</sub> = All India Average Consumer Price Index Number for Industrial workers prevailing for the month covering the date FOUR months prior to the date of delivery of manufactured material and would be as published by IEEMA.

W<sub>o(1)</sub> = All India Average Consumer Price Index Number for Industrial workers (Base: 1982=100) as published by Labor Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

**Note-1:** The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this Price Variation Clause, the final index figures shall apply.

**Note-2 :** The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.

**Note-3:** The indices MP & W<sub>o</sub> are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.

### General Conditions for admissibility of Escalation

1. The exact percentage of labor/material (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel component for the work shall be approved by the authority while sanctioning the detailed Estimates.

2. The break-up of components of labor/materials (excluding materials to be supplied by the department)/bitumen/diesel and petrol/cement/steel as indicated in Clause 45 have been pre-determined as below :-

|            |                |               |
|------------|----------------|---------------|
| (a)        | Labour.        | 00.00 percent |
| (b)        | Material.      | 00.00percent  |
| (c)        | Bitumen        | -             |
| (d)        | Diesel& Petrol | 00.00percent  |
| (e)        | Cement         | 00.00percent  |
| (f)        | Steel          | 00.0percent   |
| Total..... |                | 00.00percent  |

3. While allowing price escalation the following shall be deducted from the value of work done (R):
  - (a) Cost of material supplied by the Department.
  - (b) Cost of services rendered as per clause 34.
  - (c) Secured Advance/any advance added earlier but deducted now after work is measured.
  - (d) Cost of extra items, the rates for which have been worked out based on market rates/mutually agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work, the work done during the last quarter or fraction, thereof, shall be taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, as finally recorded by the competent authority in the Measurement Book, shall be the criterion.
6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time, or extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost '[Rs. 50 lacs] or less, the value of work actually done excluding cost of material supplied by the Department, exceeds '[Rs. 50 lacs] and completion period is more than '[3 months], then escalation would be payable only in respect of value of work in excess over '[Rs. 50 lacs] from the date of satisfying both the conditions.
9. Where originally stipulated period is '[3 months] or less but actual period of execution exceeds beyond '[3 months] on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than '[Rs. 50 lacs].
10. In case the contractor does not make prorata progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein shall be entertained.
12. If the period of completion including extended period attributable to Government exceeds '[three months] but cost does not exceeds more than '[Rs. 50 lacs], no escalation is admissible.
13. Similarly, if cost of works increases more than '[Rs. 50 lacs] but completion period including extended period attributable to government is less than '[3 months], no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement, both the conditions (completion period '[3 months] and amount of work '[Rs. 50 lacs]) 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 lacs] and in period of work beyond '[3 months].
17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly 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 require any documents so kept and such other information as the Engineer-in-Charge may

require.

18. Price variation clause shall be applicable in case of lump sum contracts estimated to more than Rs. 100 crore with stipulated completion period of more than 18 months.\
19. The component of operation and maintainance (O&M) cost included in the contract price shall not be subject to price variations. The price may be adjusted by the use of prescribed formula (or formulae) which breaks down the total price into components.
20. The amount of price variation in case of lump sum contracts will be made by adding or deducting, as case may be, from the payment made at the stage of work specified in the contract document.

#### **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 an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouchers, abstracts etc., to be made within 2 years after payment of the final bill, and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract, or any work claimed by him to have been done by him under the contract and found not to have been executed or executed below specifications, 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 of any work executed by him under it, the amount of such under-payment shall be duly paid by the Government to the Contractor.

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

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

#### **Clause 48 B: Check Measurements**

The department reserves to itself, the right to prescribe a scale of check measurement of work, in general, or specific scale for specific works, or by other special orders (about which the decision of the department shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the Government.

#### **Clause 49: Dismantled Materials**

The Contractor, in course of the work, should understand that all materials e.g. stone, bricks, steel and other materials obtainable in the work by dismantling etc. will be considered as the property of the Government and will be disposed off to the best advantage of the Government, as per directions, of the Engineer-in-charge.



**Clause 50: Recovery from Contractors**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part or whole of the Performance Guarantee and/or Security Deposit, Security Deposit at the time of enlistment of the Contractor. In the eve of the security being insufficient, or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Contractor, under this or any other contract with the Governor of Rajasthan. Should this sum be no sufficient to cover the full amount recoverable, the Contractor shall pay to the Department on demand the balance remaining dues.

The department shall, further, have the right to affect such recoveries und Public Demands Recovery Act.

**Clause 51: Jurisdiction of Court**

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

**Schedule of Materials to be supplied by the Department, if available**

(Referred to in Clause 10)

| S.No. | Particulars | Quantity | Rates |        | Place of Delivery |
|-------|-------------|----------|-------|--------|-------------------|
|       |             |          |       | 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, on hire as per "Rules of the Department for supply for machinery and T & P to the Contractors on hire" (Referred to in Clause 10 C)

| S.No. | Item | Rate | Place of Delivery and Return |
|-------|------|------|------------------------------|
|       |      |      |                              |

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

| Name of Work | Date from which the work should be commenced | Date by which the work should be completed | Monthly rate of Progress |
|--------------|--|--|--------------------------|
|              |  |  |                          |

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

Dated Signature of Engineer-in-charge

Dated signature of Contractor

**Notes :** For Filling in the Progress Statement Form

1. Columns 2,3 and 4 must be initialed and dated by the Contractor.
2. Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in Sub clause (e) of the Memorandum below "Tender for works".
5. Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/- is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000/-. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The Certificate as to intimation of acceptance of tender printed at the foot of the form, must be signed and dated both by the Chief Engineer or other duly authorized Engineer and the Contractor.

## **RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORSLABOUR REGULATIONS**

**1. Short title:** These regulations may be called The Rajasthan Public Works Department Contractor's Labour Regulations."

**2. Definition:** In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say:-

- (i) "**Labour**" means workers employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person or by an agent on his behalf.
- (ii) "**Fair Wage**" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act., 1948.
- (iii) "**Contractor**" shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract.
- (iv) "**Wages**" shall have the same meaning as defined in the Payment of Wages Act and includes time and piece rate wages.

**3. Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and in conspicuous places on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner, as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.

### **4. Payment of Wages :**

- (i) Wages due to every worker shall be paid to him direct,
- (ii) All wages shall be paid in current coin or currency or in both.

### **5. Fixation of wage periods :**

- (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

- (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.

**Note:** The term "working day" means a day on which the labour is employed in progress.

#### **6. Wage Book and Wage Slips etc.:**

- (i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars:-
  - (a) Rate of daily or monthly wages.
  - (b) Nature of work on which employed.
  - (c) Total number of days worked during each wage period.
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
  - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

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

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following:-
  - (a) Fines.
  - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
  - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
  - (i-a) 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 no deductions for damage or loss shall be made until worker has been given an opportunity of showing cause against each fine or deductions.
- (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period
- (iv) No fine imposed on any worker shall be recovered from him by installments or after the 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 of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.

**9. Preservation of Register :** The wage register, the wage card and the register of fines deductions

required to be maintained under these regulations, shall be preserved for 12 months after the date of the 1st entry made in them.

**10. Powers of Labour Welfare Officer to make investigation or 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 regulations. He shall investigate into any complaint regarding default made by the Contractor or Sub-Contractor in regard to such provisions.

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

**12. Appeal against the decision of Labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other persons, so authorised, may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.

**12-A.** No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings.

**13. Inspection of Wage Books and Slips :** The Contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.

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

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

## **SCHEDULE OF FAIR WAGE TO BE GIVEN BY EXECUTIVE ENGINEER**

### **LIST OF ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED**

- (1) Willful insubordination or disobedience whether alone or in combination with another.
- (2) The fraud or dishonesty in connection with the contractor's 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 or sowing down work.
- (12) Giving of false information regarding name, age, father's name.
- (13) Habitual loss of wage cards supplied by the employers.
- (14) Unauthorized use of employer's property or manufacturing or making of unauthorized articles at the work places.
- (15) Bad workmanship in construction and maintenance by skilled workers which 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 of business affairs of the employers.
  - (19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
  - (20) Holding meeting inside the premises without previous sanction of the employer.
  - (21) Threatening or intimidating any workman or employee during the working hours within the premises.

**Schedule showing (approximately) materials to be supplied from the Public Works Store for work contracted to be executed and the rates of which they are to be charged for**

| Particulars   | Rates which the materials will be charged to the contractor |     |     | Place of delivery |
|---|---|-----|-----|-------------------|
|   | Unit<br>Unit  | Rs. | NP. |                   |
| Doors, with Chowkhats<br>-----do-----<br>-----do-----<br>Windows with Chowkhats<br>-----do-----<br>-----do-----<br>Steel Shapes<br>-----do-----<br>-----do-----<br><br>Bars Mild Steel<br>Sheets plain, G.I.<br>—— do —— Corrugated G.L fitting,<br>Wires Belts Tower<br>-----do-----<br>Locks, Mortice<br>—— do —— Rim<br>Hinges, Butt<br>-----do-----<br>Hinges, Spring<br>Cement, Portland |   |     |     |                   |

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

(Signature of Contractor)

(Signature of Engineer)

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

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

The contractor has been informed that his tender has been accepted.  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Engineer-in-charge

Contractor

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

1. Columns 2,3 and 4 must be initialed and dated by the contractor.
2. Column 4 must be initialed and dated by the Chief Engineer or other duly authorized Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor; specified in line 3, clause 2, page 3 of the "conditions of contract".
4. The date in column 3 must correspond to the period stated in clause (f) page 2, of the tender.
5. Column 4. This will ordinarily be worked out proportionately; thus if Rs. 24,000/-is the cost of the whole or portion of work tendered for, and six months period of completion, then the monthly rate of progress should be Rs. 4,000. If necessary, quantities may also be specified in this column at the discretion of the Chief Engineer.
6. The certificate as to intimation acceptance of tender printed at the foot of the form must be signed and dated both by the Chief Engineer or other duly authorized Engineer and the contractor.

# **Schedule “A-3”**

## **Special Conditions of Contract**



**I.G.N.P. Rest House cum NHP Training Center, Jaipur****Special Condition**

1. विभागीय मापदण्ड अनुसार परिसर की स्वच्छता सामान्य रख रखाव की समस्त जिम्मेदारी संवेदक की होगी। संवेदक द्वारा एक स्वागत कक्ष प्रभारी (बेसिक कम्प्यूटर योग्यता/स्नातक) दो सहायक (एक दिन एवं एक रात्रि में) सहायक, 2 स्वीपर (दोनों भुल टाईम), माली तीन दिन प्रति सप्ताह एवं रात्रि में सुरक्षा गार्ड (भूतपूर्व सैनिक) कार्मिक आवश्यक रूप से नियोजित करने होंगे। संवेदक विश्राम गृह में एक कुक व एक हैल्पर स्वयं की तरफ से नियोजित करेगा तथा कुक एवं हैल्पर का व्यय, भोजन, अत्याहार (नाश्ता), जलपान से ही वहन करेगा। चाय/काफी 10/20 रु, नाश्ता 60/- प्रति, लंच/डिनर 150/- प्रति होगा।
2. पानी, बिजली के सतस्त उपकरण यथा स्वीच, बिबकॉक, पावर प्लग, पंखे के केपीसीटर तथा स्वीच, गीजर, एग्जास्ट, एमसीबी, पावर प्वाइन्ट प्लग, हीटर प्लग आदि खराब होने पर संवेदक को तुरन्त प्रभाव से बदलने होंगे, इस मद में सामग्री का व्यय पुनर्भरण किया जायेगा, परन्तु प्लम्बर, इलैक्ट्रिशियन का लेबर भुगतान संवेदक को करना होगा।
3. आवासीय कमरे में मेहमान अधिकारी के ठहराव समाप्त होते ही बैडशीट, टॉवल, हैंड टॉवल (नेपकिन) आदि बदलने होंगे तथा फ्रेश धुले हुए बैडशीट टॉवल आदि कमरे में लगाने होंगे जो कि पेपर बैग में पैक होंगे तथा मेहमान के प्रवेश के समय ही बदले जायेंगे।
4. प्रत्येक कमरे में, प्रथक से ऑलआउट (रिफिल सहित) पानी की बोतल, ग्लास आदि की आपूर्ति संवेदक को करनी होगी। रूम ग्लास, थर्मस, बोतल आदि संविदा की अवधि समाप्त होने पर संवेदक अपने साथ ले जाने हेतु स्वतंत्र होगा।
5. बैडशीट, पिलोकवर, पर्दे विभाग की तरफ से आपूर्ति किये जायेंगे जो कि पूर्णतया उपयोग में लाये जाने योग्य होंगे जो संविदा की अवधि समाप्त होने पर वापस लौटाने होंगे। गद्दे बिना धुलाई तथा फटे-पुराने टॉवल, बैडशीट उपयोग में नहीं लिये जायेंगे।
6. अधिकृत अतिथियों, राजकीय अधिकारियों के अतिरिक्त कोई भी व्यक्ति बिना अनुमति रात्रि विश्राम/ठहराव नहीं करेगा तथा ऐसी कोई घटना पाई जाती है तो निर्धारित कमरा किराया का तीन गुणा संवेदक से वसूला जायेगा।
7. आवासीय व्यक्तियों, अधिकारियों की निर्धारित पंजिका (रजिस्टर) का संधारण विभागीय कार्मिक/अधिकृत व्यक्ति जो संवेदक की तरफ से सहायक के रूप में नियोजित होगा के द्वारा की जा सकेगी तथा प्रत्येक माह की 7 तारीख (अवकाश होने पर) अगले कार्यदिवस को राजकीय आय (कमरा किराया) विभाग में आवश्यक रूप से जमा करवाया जायेगा।
8. पूर्णकालिक स्वीपर कार्यदिवस में प्रथम तल, द्वितीय तल एवं तृतीय तल के समस्त कार्रों, पोर्च, गलियारे, भोजन कक्ष सहित परिसर के सामने के पक्के फर्श की समुचित सफाई करेगा तथा द्वितीय स्वीपर सुबह सांय बाथरूम तथा टॉयलेट की सफाई सुनिश्चित करेगा।
9. रात्रिकालिन गार्ड पूर्णतः युनिफॉर्म में हों जो रात्रि 9 बजे से प्रातः 6 बजे तक सुरक्षा प्रदरी के दायित्व का निर्वहन करेगा।

10. भवन एवं परिसर की साफ सफाई के कार्यों में उपयोग की जाने वाली सामग्री तथा फिनाईल, तेजाब, वॉश, झाड़ू, फूल झाड़ू, वाईपर, ऑडोनिल टिकिया, सैन्टरी ब्रश निरमा पाउडर, पोचा, हार्पिक, ऑल आउट, हिट, नहाने का साबुन, रूम स्प्रे आदि तथा अन्य सामग्री इंजीनियर इन्चार्ज द्वारा निर्देशित होगी की आपूर्ति भी ठेकेदार द्वारा स्वयं के खर्च पर उपलब्ध करानी होगी जिसका निरीक्षण विभाग के अधिकृत अधिकारी द्वारा किसी भी समय किया जा सकेगा। यदि सफाई व्यवस्था में ठेकेदार द्वारा किसी प्रकार की कोताही बरती गई तो प्रस्तुत बिल में से विभाग के मनोनीत अधिकारी की रिपोर्ट के आधार पर अनुपातिक रूप से राशि कम कर दी जायेगी।
11. आयकर अधिनियम, सेवाकर अधिनियम एवं बिग्रीकर अधिनियम/जी.एस.टी. अधिनियम के अन्तर्गत नियमानुसार ठेकेदार के बिलों से कर आदि की कटौती की जायेगी।
12. संविदा के क्रियान्वन अवधि में संवेदक या उसके द्वारा नियोजित श्रमिक द्वारा राजकीय सम्पत्ति का नुकसान करने या नुकसान पहुँचाने पर इसकी वसूली संवेदक से ठेके की राशि से की जायेगी। अन्य किसी प्रकार का विवाद उत्पन्न होने पर मुख्य अभियन्ता इ.गा. न.प. बीकानेर का निर्णय अन्तिम होगा। समस्त न्यायिक विवाद के लिये अधिकृत क्षेत्र बीकानेर न्यायालय होगा।
13. संवेदक द्वारा जिन व्यक्तियों से विश्राम गृह की सफाई एवं अन्य कार्य करवाया जाने है जिनको परिचय पत्र संवेदक द्वारा उपलब्ध करवाया जावेगा जिस पर संवेदक एवं अधिकृत अधिकारी के हस्ताक्षर भी करवाने होंगे। परिचय पत्र पर संबंधित व्यक्ति की फोटो लगी होनी आवश्यक है। इन सभी व्यक्तियों को प्रतिदिन इंजीनियर इन्चार्ज द्वारा निर्धारित बर्दी में कार्य पर आना होगा। इसके अलावा संवेदक के द्वारा किसी भी व्यक्ति को परिसर में प्रवेश एवं विश्राम की अनुमति नहीं होगी।
14. संवेदक के पास तीन स्टार होटल/समकक्ष विश्रामगृह संचालन का न्यूनतम 6 माह का अनुभव होना आवश्यक है अथवा स्वयं संवेदक का होटल मैनेजमेंट में योग्यता प्रमाण पत्र होना आवश्यक होगा।
15. विशेष परिस्थिति में मेहमानों हेतु दिन एवं रात्रि में किसी भी समय भोजन उपलब्ध करवाने हेतु संवेदक बाध्य होगा।
16. प्रत्येक माह की समीक्षा करने पर यदि कार्य संतोषजनक नहीं पाया जायेगा तो 15 दिवस का नोटिस देकर अनुबंध समाप्त कर दिया जायेगा।
17. परिसर में नियोजित कार्मिकों के संदर्भ में निविदा प्रपत्र भरते समय संवेदक पूर्ण विवरण यथा शैक्षणिक योग्यता, कार्य अनुभव, स्थायी पहचान के दस्तावेज प्रस्तुत करने होंगे।
18. संवेदक का कर्मचारी भविष्य निधि अधिनियम 1952 तथा कर्मचारी राज्य बीमा अधिनियम 1948 के तहत पंजीकरण/प्रमाण पत्र धारक होना आवश्यक होगा।

संवेदक के हस्ताक्षर

अधिशायी अभियन्ता  
16वां खण्ड, इ.गा.न.प.  
बीकानेर

## **SPECIAL CONDITIONS OF CONTRACT**

1. The bidder have to provide working capital certificate issued by the bank not older than 2 months with in one month of allotment of work. (The minimum working capital for this work will be 25% of tender amount or above). In case of not providing the same after one month,he shall be liable for a penalty of Rs 50000.00 per month
2. The bidder should have valid Registration in labour department and have to license under(Rajasthan labour agreement act1970).After allotment of the contract, the bidder has to submit the Registration in labour department within one month. In case of not providing the same after one month ,he shall be liable for a penalty of Rs 50000.00 per month
3. Bidder should have Valid Registration/certification In EMPLOYEES' STATE INSURANCE ACT, 1948 and EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952
4. The bidder is bound to pay wages to labour as prescribed by minimum labour wages act by govt.of Rajasthan and also according to Revision of rate by stategovt. time to time if it found that wages being paid to labour is less than prescribed by minimum labour wages act by govt of Rajasthan than difference of amount will be paid to labour by department and shall be deducted from contractor's bill. Also the contractor is responsible for providing wages on time. In case of not providing proper wages in time the contractor shall be liable for a penalty of Rs 50000.00 per occurrence will be imposed.

## **SCHEDULE “A-4”**

### **Technical Specifications of Work**

## **TECHNICAL SPECIFICATIONS OF WORKS**

### **A: GENERAL REQUIREMENTS**

#### **1. Inspection of Sites and Conditions for Construction**

The Site shall mean the minimum extent of each such public and private lands in each of the sub-projects as in the opinion of the Engineer-in-charge is necessary or practicable for the rehabilitation and construction works under the Contract.

The Contractor shall take due consideration of the site conditions in estimating his rates for the various types of work and in preparing his work programmes and establishing the requirements for a safe and proper execution of the Works. The Contractor shall be deemed to have inspected the Site before preparing his Tender and to have taken into account all the different conditions of the Site of the various parts of the Works and the various sub-projects. The Contractor will not be entitled to any additional payments whatsoever as a result of site conditions.

The Contractor shall be deemed to have taken into account all possible weather conditions when preparing his Tender and his programme of Works, and he will not be entitled to any additional payments whatsoever as a result of monsoon rains and other meteorological phenomena and the working conditions thus affected.

The Contractor shall make all suitable arrangements to protect the Works, temporary works, constructional plant and materials stored on site against the effects of the weather.

No work shall be performed by the Contractor when in the opinion of the Engineer-in-charge such work is liable to be affected by the weather. The Contractor shall not be entitled to any additional payment on account of loss alleged to have been incurred as a result of the Engineer-in-charge declining to permit such work to start or to continue or ordering any work which has been affected by the weather to be removed and re-executed, or made good.

The Contractor shall make records to be agreed by the Engineer-in-charge of the condition of the surfaces of the various sites of work immediately before entering upon them for the purpose of construction of the Works.

#### **2. Roads, Sites, Pollution and Damages**

##### **Public Roads**

The Contractor shall take every precaution and make adequate provisions to prevent excavated material or other debris from being deposited on public roads, and shall maintain safe use 24 hours per day of all roads through or around any part of the Works. No work that will in any way inconvenience the travelling public shall be started until adequate provision, satisfactory to and approved by the Authority concerned and the Engineer-in-charge, has been made to divert or by-pass traffic in safety and comfort. A road shall only be closed with the written permission of the Authority concerned. All diversions shall be maintained in good condition by the Contractor and shall be at least 6 m wide. All diversions shall be to the satisfaction of the Engineer-in-charge, and where existing private or public roads are used as diversions, they shall be maintained and left in a good condition upon completion of the re-routing activity.

The Contractor will be held responsible for any accidents relating to roadways, structures, services, stream crossings and for the proper direction of traffic in a manner approved by the Highway Authority, Police and by the Engineer-in-charge. It shall be the Contractor's responsibility to obtain the permissions required.

##### **Entry to Private Land**

Where it is necessary to enter on privately owned land for the purpose of making temporary road diversions, or for any other reason, the landowner or occupier shall first be consulted by the Contractor and his written permission obtained.

The Contractor shall ensure that, in case the landowner or occupier refuses access, the Engineer-in-charge is informed at least 6 weeks before the intended start of work in the area concerned.

Care shall be taken that no undue damage is caused to the land, and at the completion of the work, the land shall be left in a tidy and restored (if appropriate) condition to the satisfaction of the landowner or occupier and the Engineer-in-charge.

### **Sites to be kept clean**

Each individual site must be kept clean during the work and must be thoroughly cleaned up on completion.

### **Pollution of Drains and Waterways**

The Contractor shall take all necessary precautions to secure the efficient protection of all waterways against pollution including spillage of oil or concrete mixer wastes, site drainage or any other harmful materials. The Contractor shall seek the Engineer-in-charge's approval before discharging any substance that may degrade groundwater quality. If nevertheless, such spillage occurs, the Contractor shall clean the waterway at his own expense, and keep the Employer indemnified against any claim arising from such pollution during the execution of the Works and the Period of Guarantee.

### **Damage to Public Services**

Existing public services being affected by the construction activities have to be adequately secured in co-ordination with the respective entities.

The Contractor will be held responsible and shall pay all costs related to damages to private property or roads, bridges, pipes, electric cables, lines or services of any kind caused by him or any of his sub-Contractors during the execution of the Works.

The Contractor shall make good or arrange to make good at his own expense any damage without delay, and shall carry out any further remedial work ordered by the Engineer-in-charge.

## **3. Standards**

Reference is made throughout the Specifications to BIS (Bureau of Indian Standards) which shall apply in full to all works executed, whether specifically mentioned or not.

## **4. Level, Bench Marks and Setting-out of Works**

### **Bench Marks and Levels**

It shall be the Contractor's responsibility to obtain from the Engineer-in-charge before commencing the work coordinates and levels of bench marks (B.M.s) which have already been established by the Employer during the SID works. The Contractor shall use these B.M.s to establish additional temporary bench marks as necessary throughout the sub-project areas at his own cost. These shall be of a form approved by the Engineer-in-charge and maintained until the completion of the Works.

The levels and coordinates of the bench marks and control points will be determined on Site and approved as necessary by the Engineer-in-charge. The levels and coordinates shall be based on the data of bench marks provided by the Engineer-in-charge.

### **Setting-out of Works**

The Contractor shall be responsible for the setting out of the Works. All dimensions and levels shown on the Drawings or referred to in any document forming part of the Contract shall be verified by the Contractor on Site. He shall be responsible for pointing out promptly any discrepancy or error in such dimensions or levels.



The Contractor shall prepare detailed setting out drawings and data sheets as necessary and submit them to the Engineer-in-charge for approval. Any modification of these drawings or data sheets required by the Engineer-in-charge shall be made by the Contractor and resubmitted for final approval.

## **5. Temporary Utility Supplies**

### **(i) Water Supply (Temporary)**

The Contractor shall provide at his own expense a temporary supply of potable and other water required as prescribed in the Conditions of Contract for any portion of the Works. He shall provide, operate and maintain the supply throughout the duration of the Works. Quality of water shall be to the satisfaction of the Engineer-in-charge.

### **(ii) Electricity Supply for Power and Lighting (Temporary)**

The Contractor shall arrange for and pay all costs in connection with the temporary supply of electricity he may need for the duration of the Contract. If the Contractor intends to provide his own electricity supply, the regulations of the Armenian Electric Authority are to be observed and the permission of this Authority is to be obtained.

### **(iii) Haul roads**

The contractor shall have to provide and maintain quarry for the construction materials and temporary roads for conveying the material, at his own cost.

### **(iv) Other Services**

The Contractor shall make his own arrangements for and shall provide and pay for any services required during the duration of the Contract.

## **6. Materials**

### **Quality of Materials and Workmanship**

All materials to be provided by the Contractor for use in the Permanent Works shall be new and conforming to the required specifications. The workmanship shall also be of the specified quality, all to the approval of the Engineer-in-charge.

### **Approval of Suppliers of Materials**

Before entering into any sub-Contract for the supply of any materials or goods the Contractor shall obtain the Engineer-in-charge's approval in writing of the sub-Contractor from whom he proposes to obtain such materials or goods. Should the Engineer-in-charge at any time be dissatisfied with such materials or goods or with the methods of operation carried out at such sub-Contractor's works or place of business, he shall be empowered to cancel his previously given approval of such sub-Contractor and to specify any other suppliers whom he may choose or to approve another sub-Contractor for the supply of such materials or goods. The Contractor shall then obtain the said materials or goods from such other supplier and shall bear any additional cost thereof.

### **Copies of Orders**

The Contractor shall provide the Engineer-in-charge with three copies of all orders for the supply of materials and goods required for the Works.

### **Samples**

In addition to specific provisions for sampling and testing of materials in various clauses, the Contractor shall submit to the Engineer-in-charge, as he may require, samples of all materials which he proposes to use in the Works. When approved, these will be retained by the Engineer-in-charge.

Samples to be submitted shall be accompanied by an approved form on which all information about specification, description, location of use, manufacturer etc. are stated.

The Engineer-in-charge may reject any materials or goods which in his opinion are inferior to the samples submitted.

The Engineer-in-charge's approval of manufacturers or material for the Works, whenever required by the Specifications, shall not relieve the Contractor of his responsibilities under the Contract.

### **Tests**

The Engineer-in-charge may examine and may require testing of any materials or goods provided by the Contractor for use in the Works. The Contractor shall give the Engineer-in-charge unrestricted access to his and his sub-Contractor's premises and suppliers for such purposes at all times.

The Contractor shall afford the Engineer-in-charge all facilities, assistance, labour and appliances necessary for the convenient examination, testing, weighing or analysis of all materials and goods provided by the Contractor. The Contractor shall prepare test samples which the Engineer-in-charge may require.

Tests carried out off the site shall not relieve the Contractor of the responsibility of ensuring that the materials pass any required tests when they are incorporated in the Works.

The costs for all tests prescribed in the Specifications are to be borne by the Contractor and are deemed to be included in his Contract prices. The costs for any additional tests required by the Engineer-in-charge shall be borne by the Employer.

### **Test Certificates**

Where so specified, the Contractor shall obtain Test Certificates from his supplier and forward three copies of such certificates to the Engineer-in-charge. Such certificates shall certify that the materials or goods have been tested in accordance with the Specifications and relevant Standards, and shall state in detail the results of the tests which have been carried out

The Contractor shall provide adequate means on site to identify the materials or goods with their respective test certificates.

## **7. Drawings**

### **Contract Drawings**

Drawings are provided with the Volume of Drawings as part of the Tender Documents. The Works shall correspond in all particulars with the Drawings and the Specifications.

The Contractor shall verify all dimensions, quantities and details shown on the Drawings or other data received from the Engineer-in-charge, and shall notify him immediately of any error, discrepancy or conflict found therein. Failure to discover such errors, discrepancies or conflicts shall not relieve the Contractor of full responsibility for unsatisfactory work, nor from rectifying such work at his own expense.

The designs of all structures and installations as shown on the Drawings are in conformity with structural requirements according to the relevant I.S. standards, the site conditions and loads applied for the function and purpose designed. However, the Contractor shall be responsible to check and verify the suitability of the design with regard to stability and structural requirements.

Three copies of the Tender Drawings and any drawings subsequently issued will be supplied free of charge to the Contractor together with a digital copy on CD. Any additional copies the Contractor is required to produce at his own cost.

The Engineer-in-charge reserves the right to issue additional drawings throughout the progress of the Works and these will constitute complementary Contract Drawings.

## **Working Drawings**

If required for the execution of this Contract or requested by the Engineer-in-charge, the Contractor shall incorporate in the Tender Drawings all openings, ducts, recesses, anchor holes, etc., as required for the mechanical, electrical or other installations. All related costs are considered included in the Contract Price.

The title block on any working drawings prepared by the Contractor shall be as on the Tender Drawings, and shall show in addition the Contractor's name and the descriptive name of the Works shown on the drawing. Materials and material Standards shall be indicated on the drawings.

Drawings from sub-contractors shall be checked, signed and stamped by the Contractor before being forwarded to the Engineer-in-charge, who shall deal in all respects only with the Contractor.

When the Engineer-in-charge approves a Working Drawing, he shall return a copy marked "Approved" to the Contractor, who shall then insert the date of approval on the tracing and furnish the Engineer-in-charge with three prints of the working drawings as approved.

Approval of a working drawing by the Engineer-in-charge will only signify his general approval of the design and shall not make him liable for any error of the Contractor in detail or lack of strength or efficiency of any part. Where errors, deviations and/or omissions are discovered later, they shall be made good by the Contractor at his own expense irrespective of any approval by the Engineer-in-charge.

## **Survey Records and As-Built Drawings**

After clearing the Site, the Contractor shall take and record levels in the manner directed by and in the presence of the Engineer-in-charge of the Site and Works. Such levels, when approved by the Engineer-in-charge, shall be recorded by the Contractor on drawings and/or schedules which shall be signed as a true record by the Contractor and the Engineer-in-charge and shall form the basis of the measurement of the Contractor's work.

Excavation works shall not commence before such records are certified by the Engineer-in-charge.

Parallel to the completion of individual items of work, the Contractor shall prepare sketches/copies of the Drawings with all as-built information to the satisfaction of the Engineer-in-charge, which shall serve as basis for the preparation of as-built drawings by the Employer.

Prior to handing over of completed works and issue of the Completion Certificate, the Contractor shall have prepared and submitted such as-built information to the satisfaction of the Engineer-in-charge.

## **8. Contractor's Monthly Reports**

### **Progress Reports**

The Contractor shall report monthly progress to the Engineer-in-charge on charts submitted in triplicate showing actual work done superimposed on copies of his agreed programme. He shall provide an explanation for any deviation from his programme and shall in the case of delays propose strategies for improving progress.

The reports shall be delivered to the Engineer-in-charge within one week after the end of each month.

### **Labour and Plant Returns**

The Contractor shall, his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport, with the exception of priority employment of members of the self-help groups established under RAJAMIIP project, as

specified in sub-clause 52A.

The Contractor shall deliver to the Engineer-in-charge a monthly return in detail at the end of each month, in such form as the Engineer-in-charge may prescribe, showing the staff and the numbers of the several classes of labour employed from time to time by the Contractor on the Site and such other information as the Engineer-in-charge may require.

The Contractor shall include with his monthly reports details of all plant, (including their values) and labour force employed on the Site together with a description of their deployment. He shall also provide a list of all materials intended for use in the Permanent Works delivered to the Site.

## **9. Compliance with Labour Regulation**

The Contractor shall give in the employment of staff and labour priority to the employment of members of self-help groups formed under RAJAMIIIP project in the villages covered by the sub-projects. For this purpose, lists with names and qualification of persons registered with these self-help groups and available for employment on the Site will be submitted to the Contractor by the Engineer-in-charge. The Contractor shall be obliged to employ such persons in preference to other persons seeking employment and having similar qualification. However, the persons such employed in priority shall have no other privileges than this priority of employment and they shall be obliged to do their duties and be entitled to receive payment and other benefits as applicable and fully in accordance with the labour law, rules etc. valid in GoR and the State, similar as any other person employed on the Site.

During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there-under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given further below.

The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there-under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in-charge/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer-in-charge shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

## **10. Quality Control**

The Contractor, at his own cost is required to provide all facilities, equipment, tools and other means necessary to the proper selection of soils and materials, production of mortars and concrete mixes and construction of all works as specified.

Quality control will follow the 'Quality Control Manual' prepared by the Department and the relevant IS standards. The Contractor has to facilitate and assist as required in sampling and the execution of tests as specified in the various Sections of the Specifications and as required in the Manual and from time to time requested by the Engineer-in-charge and by the Quality Control Unit.

## **11. Safety Measures and Services**

The Contractor shall be responsible for the safety and health of all workmen and other persons in or around the Works, to the satisfaction of the Engineer-in-charge. Such measures shall include, but not be limited to, the following:

- Provision of proper safety and emergency regulations; fire, gas and electric shock prevention, stretchers and first aid box together with rescue facilities generally at each place of work;
- Adequate supports and braces for all excavations;
- Provision of sufficient safety helmets for all personnel including the Engineer-in-charge, his staff, and any authorized visitor to the Site;
- Safe control of water including the provision of standby pumping plant;
- Provision and maintenance of safe, sound ropes, slings, pulleys and other lifting equipment, each having an up-to-date test certificate;
- Provision and maintenance of safe and sound mechanical frames, hoists, cranes, and vehicles for transporting and handling of pipes, materials and equipment with an up-to-date test certificate for each item;
- Provision of good and safe access to the Works;
- Provision of warning notices to the public

The Contractor shall ensure that employees are available at each site to administer emergency first aid and that all employees are aware of their names. The Contractor shall provide for the transport of serious cases to hospital. All medical facilities shall also be to the satisfaction of any properly appointed medical officer authorized by the Government of Rajasthan to inspect medical facilities at the Site.

The Contractor shall ensure that all his employees are fully conversant with the regulations and emergency procedures, and shall enforce the rule that any employee committing a serious breach of such regulations shall be immediately dismissed and shall not be re-employed.

## **12. Sanitary Arrangements**

The Contractor shall provide and maintain sufficient sanitary conveniences for all operatives and site staff engaged on the Works. These shall be in accordance with any requirements and regulations of the Government of Rajasthan and subject to the approval of the Engineer-in-charge. The ground shall be thoroughly disinfected at the end of the Contract.

## **13. Protection of the Environment**

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing enactments on environmental protection and rules made there-under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**B: SITE CLEARANCE AND PREPARATORY WORKS****1. Site Clearance****General**

The Contractor shall examine the Site and familiarize himself with the nature of the ground, excavation methods to be applied and physical obstructions and conditions on Site that may affect his work and prices. His rates shall allow for all operations and costs required and encountered when carrying out the Works in accordance with the Contract. Claims due to lack of knowledge of site conditions will not be entertained.

The Contractor shall not execute any earthwork or excavation without having the Engineer-in-charge's prior approval to the methods which he proposes to employ. He shall not thereafter modify such methods without the Engineer-in-charge's consent.

**Clearing Site**

The Contractor shall remove overburden and vegetation, fell trees, cut down hedges and bush and grub up roots, all as required by the Works and as directed by the Engineer-in-charge. No material or trees shall be removed from the site without prior approval from the Engineer-in-charge. All rubbish and material unsuitable for re-use must be removed from the site to an approved disposal area provided and paid for by the Contractor and all work that has been disturbed must be made good.

**Felling Trees**

Where directed by the Engineer-in-charge, trees with a trunk exceeding 0.15 m diameter shall be uprooted and holes shall be filled with approved material and well compacted. Rates for removal shall allow for haulage not exceeding 2 km.

**2. Demolitions and Alterations****General**

The work shall be carried out in such a manner as to cause as little inconvenience as possible to any premises or adjoining premises and the public.

The Contractor must provide all necessary requisite shoring, needling and strutting or other supports incidental to the demolition and/or alteration work and alter and adapt all such temporary works as may be necessary from time to time, and finally clear away and make good all that which is disturbed.

Where materials from the demolitions and dismantling are described as "remove from site" they shall become property of the Contractor. He shall include in his rates for the disposal of such materials together with all associated costs and he shall adjust his rates for any credit which he is prepared to allow on such materials.

Any structures to be demolished shall be taken down to a depth of 1.0 m below the ground or formation level as per the directions of the Engineer In-charge, the excavation properly cleaned out and filled with approved material.

**Demolition of Structures**

Monolithic structures (R/C) are demolished by breaking out holes into the concrete and cutting-off the naked reinforcement after the concrete edges have sufficiently been separated. Concrete may be demolished in huge blocks if this cannot cause damage.

**3. Contractor's Right of Way and Reinstatement**

Right of Way shall be the area(s) allocated to the Contractor to enable execution of the Works in accordance with the Contract. Due to physical statutory other special conditions the working width of Right of Way may be restricted (including restricted access to working sites). The Contractor is deemed to have included in his Contract Price all costs encountered for complying with such restrictions.



In general the maximum working width (Right of Way) for any section of canal work in agricultural land shall be not more than 15 m. For access to the site of Works the working width shall be not more than 6 m. For isolated compact sites an all around width of 12 m beyond the net sizes of the units will be allowed, unless the area is otherwise defined by the Engineer-in-charge.

In case the Contractor requires areas outside the allocated Right of Way he may, with the prior agreement of the Engineer-in-charge, negotiate these on his own behalf and shall be responsible for all costs involved and for the reinstatement after completion of permanent works.

Before commencement of construction of new works the Contractor shall carefully strip the top soil from any agricultural land, garden and the like to the depth as directed by the Engineer-in-charge and over the entire working width. Top soil shall be deposited separately from other excavated material for reuse. After completion of works and before placing top soil, the entire area affected by the Contractor's activities shall be scarified to a depth of 450 mm and shall be made up to the required level to receive top soil.

All fences, walls, structures, buildings, etc. affected by the Contractor's work shall be reinstated to the satisfaction of the owner and the Engineer-in-charge.

Trees within the Right of Way may be cut down only after having received the owner's and the Engineer-in-charge's permission. Any damage to trees, whether accidental or otherwise, shall be reported to the Engineer-in-charge.

Where the Contractor's operations have resulted in disturbances to soils, trees, gardens, vegetation, fence, property, etc., the Contractor shall reinstate the condition to a satisfactory "pre-works" condition. No additional payment will be made for any works associated with reinstatement of soils, agricultural lands, fences, property, etc. After completion of reinstatement works, the Engineer-in-charge shall carry out an inspection of the completed works in the presence of the Contractor's representative, advise the Contractor whether in the opinion of the Engineer-in-charge, the Contractor has reinstated the condition satisfactorily to the pre-works condition. In case of deficiencies, the Contractor shall execute further reinstatement works to the Engineer-in-charge's satisfaction.

The Completion Certificate, as per Clause 6 of the Conditions of Contract, for any section of works completed will be issued to the Contractor only after an inspection by the Engineer-in-charge has established that all disturbances have been made good through proper clean up, reinstatement of soils, agricultural lands, fences, property, etc.

## **SCHEDULE “F”**

### **TIME SCHEDULE**

## TIME SCHEDULE

The time allowed to complete the work within 15.07.2026 from the date of commencement as defined in Clause 2 of Conditions of the Contract and the time of schedule is also defined in Clause -2 of the General conditions of the contract.

## CONDITION

**Name of work :- Operation of NHP Training centre cum IGNP rest house at Jaipur for the year 2025-26**

1. Rates may be quoted rates as above/below the G-Schedule
2. The work will have to be executed according to the **IGNP**, Bikaner specifications and approved drawing and also before submitting the tender specification may be read carefully & work will have to be executed as per direction of Engineer In charge.
3. Quantity can be increased/decreased with prior intimation to the contractor.
4. The material (Required as per G Schedule) including cement will have to be arranged by the contractor from approved quarries / source and approved quality included all lead & lifts.
5. Water will be arranged by the contractor for construction as well as for drinking purpose at his own cost including all leads & lifts. No payment will be made by the department.
6. The defects pointed out by the Engineer Incharge shall be rectified within 3 days by the contractor at his own risk & cost in case the defect are not rectified by the contractor within specified period same will be got rectified by the department at the risk and cost of contractor without issuing any notice.
7. Scaffolding material such as ballies, planks centering shuttering materials mechanical equipment like conc. Mix vibrator pumps etc. shall have to be arranged by Contractor at his own cost. No payment , of the same will be made by the department.
8. Payment will be made to the contractor for only composite items which includes labour & carriage of material, arranged by the contractor
9. Curing shall be done by the contractor for the specified period as required in case of imperfect curing it will be got done departmentally at the cost of contractor without any notice.
10. The material arranged by the contractor shall be strictly as per specification and shall be got approved from the Engineer Incharge before use.
11. Specifications & quality for items of G schedule may be carried out during execution as per instruction of Engineer Incharge
12. If there is any typographical or clerical error or otherwise, in the G Schedule. The rates as given in the **IGNP** BSR , Bikaner for the area based on which schedule G has been prepared shall prevail.

**Signature of the contractor**

**Executive Engineer  
16<sup>th</sup> Dn. IGNP,  
Bikaner**

## **Schedule I**

# **SAFETY CODE**

## SAFETY CODE

- I. Suitable scaffolds should be provided for workman for all works that cannot be safely done on the ground or handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 14 to 1 ( 1/14 horizontal and Vertical ).
- II. Scaffolding or staging more than 12 above the ground or floor, swung or suspended from an overhead support or created with stationary support shall have guard rails properly attached bolted, braced and otherwise secured at least 3 feet high above the floor platform on such scaffolding to staging and extending along the entire.
- III. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the gangway or the stairway is more than 12 feet above ground level and for floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in ( ii ) above.
- IV. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in hung ladder shall in no case be less than 11-1/2" for ladder up to including 10 feet length. For longer ladder this width should be increased. At 1/4" for each additional foot of length uniform step spacing shall not exceed 12". Adequate precautions shall be so taken as to not cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to public from accident and shall be bound to bear the expenses of defense of every other precautions at law may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may with consent of the be paid compromise any claims by any such person.
- V. **EXCAVATION AND TRENCHING.**  
All trenches four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet length of trench thereof ladder shall be extended from bottom of the trench to at least 3 above the surface of the ground. The sides of the trenches which are 5 or more in depth shall be stepped back to give suitable slope or security held time bracing so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 5 feet of the trench, whichever is more; cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- VI. **DEMOLITION**  
Before any demolition work is commenced and also during the process of the work.
  - a. All roads and open areas adjacent to the work site either be closed or suitably protected.
  - b. No electric cable or apparatus which is liable to be source of danger over cable or apparatus used by the operator shall remain electrically charged.
  - c. All practical steps shall be taken to prevent danger to person employed from risk of fire or explosion or flooring. No floor part of the building shall be so overloaded with debris or materials as to render it unsafe.
- VII. All necessary personal safety equipment's considered adequate by the Engineer in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - a. Workers employed on mixing asphalt material/cement and lime mortars shall be provided with protective foot wear and protective goggles.
  - b. Those engaged in white washing and mixing or stacking of cement bats or any material which is injurious to the eye shall be provided with protective goggles.



- c. Those engaged in welding work shall be provided with welders protective eye-shields.
  - d. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe, intervals.
  - e. When works are employed in sewers and men holes which are in use the contractor shall ensure that the manhole covers opened and are ventilated at hour before the worker area allowed to get into the manholes and the manhole so opened shall be cordoned off with suitable railing and provided with warning singles or boarders to prevent accident to the public.
  - f. The contractor shall not employ man below the age 18 and woman on the work of painting with products containing leads in any form. Whenever men above the age of 18 employed on the work of lead painting, the following precaution should be taken.
    - (i). No paint containing lead or product shall be used except in the form of paste or readymade paint.
    - (ii). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray of a surface having lead paints dry rubbed and scrape.
    - (iii). Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable in the working painters to wash during and cessation of work.
- VIII. When the work is done near any place where there is risk of drawing all necessary equipment's should be provided and kept ready for use all necessary steps taken for prompt rescuer of any person to danger and adequate provisions should be make for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- IX. Use of hoisting machines and tackle including their attachment, anchorage and support shall conform to use the following standards or conditions.
- 1. (a) These shall be of good mechanical construction sound material and adequate strength and free from patent defect and be kept in good repair and in good working order.
  - 2. Every crane driver or hoisting appliances operator shall be properly qualified and no person under an age of 21 years should be in charge of any hoisting machine including scaffold which or give signals to the operators.
  - 3. In case of every hoisting machine and or every chain ring, shackle swivel and pulley block used in hoisting or lowering or as means of suspensions the safe working load shall be ascertained by adequate means every hoisting machine and all gear referred to above shall be plainly with the safe working load. In case hoisting machine having a variable safe load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - 4. In case of departmental machines the safe working load shall be notified by the electrical Engineer in charge. As regards contractor machines, the contractor shall notify the safe working load of the machine to Engineer-in-charge. Whenever he brings any machinery to site of works and get it verified by the electrical near concerned.
- 1. Liability for Accidents to Person**
- A. The contractor shall be deemed to have indemnified and saved harmless tile Government against all action, claims, demands, costs etc. arising in connection with injuries suffered by persons employed by the contractor or his subcontract of the works whether under the General law or under Workman's Compensation Act, or any other statue in force at the time dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to insure against any claim there under.

- B. On the occurrence of all accident which results in the death of workmen employed by the contractor or which is as serious as is likely to result in the death of any such workmen, the contractor shall within 24 hours of happening of such accident intimate in writing to the Engineer of the facts of such accidents. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly from or indirectly from his failure to give intimation in the manner aforesaid including, the penalties of fines if any payable by Government as a consequence of Governments failure to give notice under the workmen's Compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.
  - C. In the event of any claim being made, or action brought against the Government involving the contractor and arising out of the matter referred to and in respect of which the contractor is liable under this clause the contractor shall be immediately notified thereof, and shall with the assistance if he so required of the government but at the sole expense of the contractor conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such cases the Government shall at the expense of the contractor afford all available assistance for any such purposes. Furthermore the Engineer shall have the right to pay or to defend or to compromise any claim which may be made against the Government or in case of threatened legal proceedings or in anticipation of legal proceedings being instituted is liable to take such steps as he may consider necessary or desirable toward off or mitigate the effect of such proceedings and to recover from the contractor all sums and expenses. The Engineer may incur and pay in this behalf, provided that the Engineer shall before taking any action as aforesaid give to the contractor a notice in writing of the action proposed to be taken by him and in case the Engineer proposed to pay or compromise effected without the consent of the contractor except when the claim does not exceed a sum of Rs.10, 000/- and the payment or the compromise is sanctioned by the Government.
  - D. In the event of an accident on the work under this contract in respect of which compensation become payable under workmen' Compensation Act whether by the contractor or by the Government as principle, it shall be lawful for the Engineer to retain, out of the money's due and payable to contractor such sum or sums of money as may be sufficient to meet such liability.
- 2. Liability for Damage to Works or Plant**
- (a) The contractor shall during the progress of the work properly cover up and protect the work, and plant and material places his disposal or acquired for him by the Government from injury by expose to the weather and shall take every reasonable proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to, which until the same be or be deemed to be taken by the Government may arise or be occasioned by the acts or omissions of the contractor or his workman or sub-contractor and all losses and damages to the works or such plants of material arising from such accidents of injuries as aforesaid shall be made good in the most complete and substantial manner by and the sole cost of the contractor and to the reasonable of the Engineer.
  - (b) Further the contractor shall, at all times, protect and prevent and materials, plants and equipment that he may himself have procured for the execution of the work. All reasonable requests of the Engineer to enclose or specially protect any of the above shall be expeditiously complied with.
  - (c) If the Engineer considers that the work or material or plant is not sufficiently protected by the contractor he shall be entitled to arrange for reasonable precautions and recover the cost thereof from the contractor.
  - (d) Until the work shall or deemed to be taken over as aforesaid, the contractor shall also be liable for and shall be deemed to have indemnified the Government in respect of all damage or injury to any person or any property of the Government or

of other occasioned by the negligence of the contractor of his workmen or his sub-contractor or by defective design, work or materials provided that the contractor shall not be liable under the contract for any loss or damage or injury caused by or arising from the acts of the Government or of others due to the circumstances over which the contractor has no nor shall his total liability for loss, damage or injury exceed the total value of the contract.

**3. The contractor to supply and be responsible for the sufficiency of the means employed**

The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, machinery, tools implements and generally of all the means used for the fulfillment of this contract whether such means may or may not approved of or recommended by the Engineer and the contractor must accept all risks of accidents or damages from whatever cause they may arise, except all risks of accidents or damages from whatever cause they may arise, except where otherwise provided in this contract until the completion of this contract.

**Compensation and Penalty**

All sums recovered from the contractor by way of penalty under any of the conditions of this contract shall be considered as a reasonable compensation to be applied to the use of the Government without reference in the actual loss or damage sustained, and whether any damage has or has not been sustained.