

Annexure VI-B



Agreement Form

Rajasthan State Road Development & Construction Corporation Limited

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

**REGD. OFFICE : 'SETU BHAWAN', OPP. JHALANA DOONGRI
AGRA BYEPASS, JAIPUR-302 004**



Rajasthan State Road Development & Construction Corporation Ltd.

(Formerly RSBCC Ltd.)

(A GOVERNMENT OF RAJASTHAN UNDERTAKING)

Regd. Office : Setu Bhawan, Opposite Jhalana Doongri, Jaipur- Agra Bypass, JAIPUR-302 004

Phones : EPBX – 2711386-90

Fax : 0141-2711178

No. : B-9(6)/Board/2005/10133-10

Date:19/9/05

OFFICE ORDER

In supersession to the existing Contract Agreement Form, the new Contract Agreement Form, as approved by the Executive Committee of Directors in their 12th meeting vide Agenda item no. 12.03 and confirmed by the Board of Directors in their 19th meeting vide item no. 19.2 shall henceforth be used for all works contracts of the Corporation.

The new Contract Agreement Form shall be deemed operative with immediate effect.

Managing Director

Copy to :

1. PS to Chairman, RSRDC Ltd., Jaipur
2. PS to Vice Chairman, RSRDC Ltd., Jaipur
3. PS TO MD/GM/CPM, RSRDC Ltd., Jaipur.
4. Chief Accounts Officer, RSRDC Ltd., Jaipur
5. All SE's/Co. Secretary, RSRDC Ltd., Jaipur.
6. All Managers/Resident Engineers, RSRDC Ltd.....
7. GF

Managing Director

Rajasthan State Road Development & Construction Corporation Limited

- (1) Agreement No. Year Unit
- (2) Name of work
- (3) Client/Contractor.....
- (4) Name of firm
- (5) Work order amount
- (6) Tender premium on BSR
- (7) Date of commencement
- (8) Stipulated date of completion
- (9) Work order No..... dated
- (10) Actual date of completion
- (11) Time extension
- (12) Details of documents :
 - 1.
 - 2.
 - 2.
 - 4.

Resident Engineer
RSRDC Ltd.
Unit

No.

Dated :

Copy to :-

- 1. G.M./C.P.M./C.A.O. RSRDC Ltd., Jaipur
- 2. Asstt. Resident Engineer, RSRDC Ltd. Unit
- 3. Shri Contractor/Client

Resident Engineer
RSRDC Ltd.
Unit

RAJASTHAN STATE ROAD DEVELOPMENT & CONSTRUCTION CORPORATION LTD

Contract for Work General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the Managing Director or other duly authorised Engineer.

The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderers and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Resident Engineer shall be open for inspection by the Contractor at the office of the Managing Director or other duly authorised Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a Power of Attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy or registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G. he is willing to undertake the work. Only one rate of percentage, more or less on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation 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 works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Managing Director or other duly authorised Engineer will open the tenders in the presence of any contractor(s) or their authorised representatives who may be present at the time, and will announce and enter the rates of all 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 given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall, be returned to the Contractor making the same.

6. The Managing Director or other duly authorised Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The, receipt of an Accountant, Cashier or any other official, not authorised to receive such amount, will not be considered as an acknowledgment of payment to the Managing Director or other duly authorised Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied the Corporation and their rates, shall be filled in and completed in the office of the Managing Director or duly authorised Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it 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 tenderers shall return all the drawings given to them.

Declaration

"I/We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived therefrom to any person other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate tender containing item-wise rates, and any item rate tender containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative(s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instructions from the Engineer in charge, shall be communicated to the Engineer-in-charge.
13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36A, Band C and D of the Conditions 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 for 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 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 for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' Schedule rates.
- (iv) In case where percentage is given but the 'above' or 'below' not scored, the tender will be non-responsive.
16. The Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and orders issued, thereunder, from time to time. If he fails to do so, his failure will be a breach of the contract and 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 the provisions of the Act.
17. The contractor shall read the specifications and study the working drawings carefully before submitting the tender.
18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Corporation to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach roads etc.
19. The tender documents show already the specific terms and conditions on which tenders are required by the Managing Director. Hence, all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm, as such conditional tenders are liable to be rejected.
20. The Managing Director or other duly authorised Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-Charge shall be at liberty to forfeit the said earnest money absolutely.
21. 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.
22. All additions, deletions, corrections and over writings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
23. After acceptance of the tender, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested, at the time of execution of Agreement.

24. 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 re-tendering, he shall stand debarred from participating in such re-tendering in addition to forfeiture of Earnest Money/Security Deposit and other action under agreement.
25. (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.
 (b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him from business shall be taken as per rules.
26. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.
27. The tenderer/contractor are to be registered with the sales tax Department and PF. Department before submitting the tender in RSRDC, otherwise they are liable for the dues of the Sales Tax Dept. And P.F. Dept. as provision of laws.

Tender for Works

I/We hereby tender for the execution for the Managing Director, Rajasthan State Road Development & Construction Corporation Ltd. 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 I in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about. the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking, of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc required for the satisfactory execution of contract. .

Memorandum

- (a) General-description of work
- (b) Estimated cost Rs
- (c) Earnest money Rs..... @ 2%.
- (d) Security Deposit:

"The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be covered into any mode of securities like bank guarantee. FOR etc. The earnest money deposited shall however be adjusted while deducting security deposit from

first running bill of the contractor. There will be no maximum limit of security deposit.

- (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 months. Should this tender be accepted in whole or in Part, I/W 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 corporation or his successors in office, the sum of money mentioned in the said conditions.

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

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date :

The above tender is hereby accepted by
me on behalf of the Corporation

Dated the

Engineer-in-Charge

Condition of Contract

Clause 1 : Security Deposit

"The 'security deposit @10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions, The earnest money deposited shall however be adjusted while deducting security deposit from the first running bill of the contractor. There will be no maximum limit of security deposit.

All compensation or other sums of money payable, by the Contractor to Rajasthan State Road Development & Construction Corporation Ltd. under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Contractor by the Rajasthan State Road Development & Construction Corporation Ltd. on any account whatsoever, and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash.

Rajasthan State Road Development & Construction Corporation Ltd. is not concerned with any interest accruing to the Contractor on any form of Security Deposit deducted by RSRDC.

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. 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	1/4 th (.....days)	1/2 th (.....days)	3/4 th (.....days)	Full (.....days)
B.	Work to be completed in terms of money	1/8 th (Rs.....)	3/8 th (Rs.....)	3/4 th (Rs.....)	Full (Rs.....)
C.	Compensation payable by the	2.5% of Scheduled	5% of Scheduled	7.5% of Scheduled	10% of Scheduled

	contractor for delay attributable to the contractor at the stage :	Work remained un-executed on the last day of (1/4) time span.	Work remained un-executed on the last day of (1/2) time span.	Work remained un-executed on the last day of (3/4) time span.	Work remained un-executed on the last day of contracted full period.
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Note: In case delayed period over a particular span is split up and is jointly attributable to corporation and contractor the competent authority may reduce the compensation in proportion of delay attributable to corporation over entire delayed period over that span after clubbing up the split delays attributable to corporation and this reduced compensation would be applicable over the entire delayed period without paying any escalation. Following illustration is given (1) First time span is of 6 months, delay is of 30 days which is split over as under:

5 days (attributable to corporation) + 5 days (attributable to contractor) + 5 days (attributable to corporation) + 5 days (attributable to contractor) + 5 days (attributable to corporation) + 5 days (attributable to contractor)

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

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

The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the tender.

In case the delay in' execution of work is attributable to the contractor, the spanwise 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 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 for doing 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 corporation, 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 unwork manlike 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 judgement of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of 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 of 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 Rajasthan State Road Development & Construction Corporation Ltd. 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 corporation.

(b) To employ labour paid by the corporation 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 Engineer-in-charge, 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 corporation 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 un-executed out of his hands and to give it to another Contractor to complete. In the event of anyone 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 not with starting, 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/Earnest Money 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 of 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 Managing Director or duly authorised Engineer (whose certificate, thereof, shall be final and conclusive), otherwise the Engineer-in-charge may, by notice in writing to the contractor 9r his clerk of the works, foreman or other authorised agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any requisition, the Managing Director or other duly authorised 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 Managing Director or other duly authorised Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause 5: Extension of Time

If the Contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge within 30 days of the date of 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 authorised 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 Resident Engineer and obtain Receipt Number of the Receipt Register of the day on or before 10th of every month during the continuance of the work covered by this contract, a return showing details of any work claimed as extra by the contractor. Which value shall be based upon the rates and prices mentioned in the contract or in the Schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

Clause 6: Final Certificate

On completion of the work, the Contractor shall send a registered notice to the Engineer-in-charge, giving the date of completion and sending a copy of it to the officer accepting the contract, on behalf of the corporation 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 realised 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 along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed. (Delete whichever is not applicable). (Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place.)

Clause 7: 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, 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 is certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7A : 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 is 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 to the disputed items along with 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, authorised 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 8A : Contractor to be given time to file objection to the Measurements, recorded by the Corporation

Before taking any measurement of any work, as have been referred to in preceding Clauses 6, 7 & 8 the Engineer-in-charge of 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 9 : Bill to be on printed forms

The Contractor shall submit all bill 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 9A: 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 corporation, or his signature on the bill or other claim preferred against corporation 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-à-vis the corporation.

Clause 10 : Stores supplied by Rajasthan State Road Development & Construction Corporation Ltd.

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 corporation stores or with the assistance of Rajasthan State Road Development & Construction Corporation Ltd., shall remain the absolute property of Rajasthan State Road Development & Construction Corporation Ltd. 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 corporation 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 corporation, 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 corporation, 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 10A: Rejection of materials procured by the Contractor

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion, are not in accordance with the specifications and, in case of default, the Engineer-in-charge shall be at liberty to employ other person(s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to be substituted thereof, and in case of default, Engineer-in-charge may cause the same to be supplied and all costs, which, may attend such removal and substitution are to be born by the Contractor.

Clause 10B : 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 corporation at double of the issue rate including storage and supervision charges or market rate, which ever 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 corporation 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 11 : Works to be executed in accordance with specifications. Drawings 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 Resident 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 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, the such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-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 of parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-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 setout in the tender documents under Clause 12 A.

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

- (a) For buildings, compound wall, plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below the floors.
- (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 under ground' storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.
- (f) For open storm water drains, all items of work except lining of drains.
- (g) Any other items of similar nature which Engineer-in-Charge may decide relating to foundation. The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit shall be determined in accordance with the provisions contained in Clause 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 50% 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 of 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 be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and 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 corporation 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 Corporation 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 Managing Director or any authorised 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 corporation for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, or with material of any inferior description; or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-Charge, specifying the work/materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, as the case may be, remove the materials or articles, so specified, and provide other proper and suitable materials or articles, at his own cost and in the event of his failing to do so, within a period to be specified by the Engineer-in-Charge in his demand, as aforesaid, then the Contractor shall be liable to pay compensation, at the rate of one percent, on the tendered amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.

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

All work, under or in course of execution or executed in pursuance of the contract, shall at all times, be open to inspection and supervision, of the Engineer-in-charge and his superior officers e.g. Superintending Engineer, CPM, G.M., M.D. of Rajasthan State Road Development & Construction Corporation Ltd. and his subordinates and any other authorised agency of the corporation 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 authorised agency of corporation 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.

Clause 16 : Notice to be given before any work is covered up

The Contractor shall give not less than 7 days notice, in writing, to the Engineer-in-charge or his

subordinate-in-charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured, and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall not 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 defence 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 consent of the Contractor, be paid. to compromise any claim by any such person.

Clause 19 : Work not to be sublet, Contract may be rescinded and Security Deposit and Performance Guarantee Forfeited for sub-letting, bribing or if Contractor becomes insolvent

The contract shall not be assigned or sublet without the written approval of the Managing Director, 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 corporation, 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 Managing Director 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 Managing Director and the same consequences shall ensure as, if the contract had been rescinded under Clause 3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the contract.

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

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of corporation 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 ensure, 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 Managing Director of the corporation 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 comprise of Executive Committee of Directors.

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

Contractor shall fully indemnify the Managing Director 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 corporation. In respect of any such matters as aforesaid, the Contractor shall be immediately, noticed thereof, and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from provided that the Contractor shall not be liable to indemnify the Corporation 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 Corporation

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 some thing 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 Unit Officer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Managing Director.

Clause 28 :

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

Clause 29 :

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

The rates for several items of works, estimated to cost more than Rs. 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, 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 Labour laws/regulation

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the State/Corporation 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/Corporation from the Contractor under Sub Section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause I of the Conditions of Contract.

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 36A :

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 36B :

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 36C : 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 36D :

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 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 Security Deposit:

Security Deposit will be refunded after the expiry of the period, as prescribed below :

- (a) In case of contracts relating to hiring of trucks and other T & P transportation including the loading, unloading of materials, the amount of Security, Deposit is refundable along with the final bill.
- (b) Supplies of material :As per provisions of the G.F. &A.R.
- (c) Ordinary repairs: 3 months after completion of the work provided final bill has been paid.
- (d) **Original works/special repairs/renewal works:** Six months after completion except in case of works such as building works, bridge works cross drainage work, Dams, canals water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Security Deposit will be refunded 6 months after completion or expiry of one full rainy season, or after expiry of defect liability period, whichever is later provided the final bill has been paid.

(Regarding " refund of performance guarantee and security deposit").

"In case of road, bridge and CD works on National Highway (original/Special repairs/renewal). The defect Liability period shall be three years after completion of works"

Clause 38: Fair Wage Clause

- (a) The Contractor shall pay not less than fair wages/minimum wages to labour engaged by him on the work as revised from time to time by the government but the RSRDC shall not be liable to pay anything extra

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 labourers indirectly engaged on the work by the contractor, including any labour engaged by his sub-contractors in connection with the said Work as if the labourers by the contractor have been immediately or directly employed by, him.
- (c) In respect of all labourers immediately or directly employed on the work by the contractors 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 regulation.

- (e) Vis-à-Vis the Corporation, 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 39A

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 Corporation.

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 unit/AAO/Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Resident 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/corporation. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of the corporation. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work / remaining work may allot to any

registered contractor on the same rates as per rules.

Note : By the term 'near relative' is meant wife, husband, 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/corporation is allowed to work as a Contractor for a period of 2 years of, his retirement from Government/corporation service without the previous permission of Government of Rajasthan/corporation. The contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the permission of Government/corporation as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 43 : Quality Control

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

Clause 43A :

The work (Whether fully constructed or not) and all materials, machineries, 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 Engineering-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 Managing Director or duly authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 45 : 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 46 : General Discrepancies and Errors

In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the corporation in the "G" Schedule, the rates as given in the Basic Schedule of Rates of the PWD/Govt. for the area shall be taken as correct.

Clause 47 : Post Payment Audit and Technical Examination

The Corporation shall have right to cause and 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 corporation 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 corporation to the Contractor.

Clause 47 A: Pre Check or Post Check of Bills

The Corporation 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 as the Corporation 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 47 B : Check Measurements

The corporation 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 corporation shall be final). Checking of measurement by superior officer shall supersede measurements by the subordinate officer, and the former will become the basis of the payment. Any over/excess payment detected, as a result of such check measurement or otherwise at any stage upto the date of completion and the defect removal period specified else-where in this contract, shall be recoverable from the Contractor, as any other dues payable to the corporation.

Clause 48 : 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 corporation and will be disposed off to the best advantage of the Corporation, as per directions, of the Engineer-in-charge.

Clause 49 : 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 corporation shall be entitled to recover such sum by appropriating, in part or whole of the Performance Guarantee and/or Security Deposit. In the event 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 Corporation should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the corporation on demand the balance remaining dues.

The corporation shall, further, have the right to effect such recoveries under Public Demands Recovery Act.

Clause 50 : 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 Machinery/T&P to be supplied by the Corporation

The following Machinery/T&P shall be supplied by the Corporation, if available, to the Contractor, on hire as per "Rules of the Corporation for supply for machinery and T&P to the Contractors on hire (Referred to in Clause 10)

S.No.	Item	Rate	Place of Delivery/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
Engineer – 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 Managing Director or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor read with Clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in Sub clause (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 Managing Director.
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 Managing Director or other duly authorised Engineer and the Contractor.

ANNEXURE TO APPENDIX XI

RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS LABOUR REGULATIONS

1. **Short title** : These regulations may be called "The Rajasthan Public Works Department Contractor's-Labour REgulations."
2. **Definition** : In these regulations unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say:-
 - (i) "Labour" means 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 the commences his work on contract, display and correctly maintain and continue to display and inconspicuous 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 of 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 instalments 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 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 of enquiry : The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the 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 and 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.
- 12A.** 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 times and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.
- 14. Submission of Returns :** The Contractor shall submit periodical returns, as may be specified from time to time.
- 15. Amendments :** The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorised by the State Government in the behalf, shall be final.

**SCHEDULE OF FAIR WAGE TO BE GIVEN BY RESIDENT 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 contractors business or property of the Rajasthan P.W.D. (3) Taking or giving bribes or any illegal gratification. (4) Habitual late attendance. (5) Drunkenness, fighting riot or disorderly or indecent behavior (6) Habitual negligence. (7) Smoking near or around the area where combustible or other materials are stocked. (8) Habitual indiscipline. (9) Causing damage work in progress or to property of the Rajasthan P.W.D. or the contractor. (10) Sleeping on duty. (11) Malingering or slowing 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 authorised by the employer. (20) Holding meeting inside the premises without previous sanction of the employer. (21) Threatening or intimidating any workman or employee during the working hours within the premises.

Schedule showing (approximately) materials to be supplied from the Corporation 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 contractor			Place of delivery
	Unit	Rs.	NP.	
Doors, with Chowkhats				
-----do-----				
-----do-----				
Windows with Chowkhats				
-----do-----				
-----do-----				
Steel Shapes				
-----do-----				
-----do-----				
Bars Mild Steel				
Sheets plain, G.I.				
----do--- Corrugated G.I.				
etng, wire Belts Tower				
-----do-----				
Locks, Mortice				
-----do----- Rim				
Hinges, Butt				

-----do-----

Hinges, Spring
Cement, Portland

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

(Signature of Contractor)

(Signature of Engineer)

Progress Statement referred to in Clause 3 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
Engineer-in-charge

Dated
Contractor