

# General Rules and Directions for the Guidance of Contractors

RAJASTHAN

India

## General Rules and Directions for the Guidance of Contractors

### Rule

### GENERAL-RULES-AND-DIRECTIONS-FOR-THE-GUIDANCE-OF-CONTRACTORS of 1800

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#### General Rules and Directions for the Guidance of Contractors

#### 1.

All work proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office and signed by the Chief Engineer or other duly Authorised Engineer. The form of Invitation to tender will State the work to be carried out, as well as the date of submitting and opening 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 and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawing and Estimated rates/Scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineering, shall also be open for inspection by the contractor at the office of Chief Engineer or other duly authorised Engineer during office hours.

#### 2.

In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.

### **3.**

Receipt for payments made on account of a work when by a firm, must also be signed by the several partners except where the contractor described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

### **4.**

Any person who submits tender shall fill up the usual printed form stating at how much percent, above or below the rates specified in Rule 1, he is willing to undertake the work. Only one rate of percentage more or less on all the Estimated rates/Scheduled rate 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 signal 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. Tenders shall have the name and number of the work to which they refer written outside the envelope.

### **5.**

The Chief engineer other duly authorised engineer will open tenders in the presence of any intending contractors or other authorised representative who may be present at the time and will enter the amounts of the several tenders in the register of Tenders. In the event of the tender being accepted a receipt for the earnest money forwarded there with shall there upon be given to the contractor who shall thereupon for the purpose of identification 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 tender shall thereupon be returned to the contractor making the same.

### **6.**

The Chief Engineer or other duly Authorised Engineer shall have the right of rejecting all or any of the tenders, without assigning any reason.

### **7.**

The receipt of an Accountant, cashier or any other official authorised to receive amount for money paid by the contractor, will be considered as an acknowledgment of payment to the Chief Engineer or other duly authorised Engineer.

## 8.

The memorandum of work tendered for memorandum of material and of Tools and Plants to be supplied by the Department and their rates, shall be filled in and completed in the office of the Chief Engineer or duly authorised Engineer before the tender form is issued. Tender for Works I/We hereby tender for the Governor of the State of Rajasthan of the work specified in the underwritten memorandum within the time specified in such memorandum at [.....] [In figures as well as in words.] % below/above the rates entered in the schedule mentioned in Rule I in all respects in accordance with the specifications, designs, drawings and instructions, in writing referred to in Rule I hereof, and in clause 11 of the annexed conditions, with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable. I/We have visited the site of the work and I/We am/are full aware of all the difficulties and conditions likely to effect the carrying out of the work I/We have fully acquainted myself/ourselves about the condition in regard to accessibility of site, and quarries/ kilns nature and the extent of ground, working conditions including stacking of materials, installation of T & P conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of contract. Memorandum (a) General description. (b) Estimated cost.....Rs. (c) Earnest money.....Rs. (d) Security deposit (including earnest money)

(i) on amount upto Rs. 1 lac      10%      subject to a maximum of Rs. 1.5 lacs.

(ii) on next Rs. 1 lac      7 1/2%

(iii) on amount beyond Rs. 2 lacs      5%

(e) Time allowed for the work to be reckoned from the 15th day after the date of written order to commence the work [.....] [Give Particulars and numbers.] months. Should this tender be accepted in whole, or in Part I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Tender or in default thereof to forfeit and pay to the Governor of Rajasthan or his successors in office, the sum of money mentioned in the said conditions. A sum of Rs [.....] [In figures as well as in words.] is herewith forwarded in Cash/Treasury Challan as earnest money [(a) full value of which is to be absolutely forfeited to the said Governor of Rajasthan, should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1(A) of the said conditions of contract otherwise the said sum of Rs shall be retained by the Governor of Rajasthan as on account of such security deposit as aforesaid] [Strike out (a) if no cash security deposit is to be taken.] or [(b) the full value of which shall be retained by Governor of Rajasthan on account of the security deposit specified in clause 1(b) of the said conditions of contract.] [Strike out (b) if any cash Security deposit is to be taken.]

Dated the \_\_\_\_\_ day of 19 \_\_\_\_\_

[Witness] [Signature of witness to contractor's Signature.]

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

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

Dated the \_\_\_\_\_ day of 19 \_\_\_\_\_

[Engineer.] [Signature of the officer by whom accepted.]

## Conditions of Contract

**1. - Security deposit - The person(s) whose tender may be accepted (hereinafter called the contractor) shall (A) (within one day for a contract of Rs. 5000 or less, two days for Rs. 10,000 or less, and so on upto a limit of ten days of the receipt by him of the notification of the acceptance of his tender, deposit with the Chief Engineer or his authorised Engineer in cash, or fixed deposit Receipts of Scheduled Banks, Government securities endorsed to the Chief Engineer or his authorised Engineer (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender (B) Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will with the earnest money deposited by him amount to Rs..... as given in memorandum, such deductions to be held by Government by way of security deposit Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at A above, then and in such case, if the sum so deposited shall be less than the amount due as given in memorandum in tender for works, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount given in the memorandum ibid by deducting a sufficient sum from every such payment at last aforesaid.**

All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from, or paid the sale of a sufficient part of his security deposit, or from interest arising therefrom or from any sums which may be due or may become due to the contractor, by the Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities or Fixed Deposit Receipts of Scheduled Banks endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. In case a Fixed Deposit Receipt of Scheduled Bank is furnished by the contractor to the Government as part of the Security Deposit and the Bank goes into liquidation or for any reason is unable to make payment against the said F.D.R., the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

**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 15th day after the date of written order to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence time being deemed to be the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Chief Engineer or his authorised Engineer (whose decision shall be final) may decide on the tendered amount for every week that the work remains uncommenced, or unfinished after the proper date. And further to ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceed one month (save for special jobs) to complete  $\frac{1}{4}$ th of the whole of the work before  $\frac{1}{4}$ th of the whole time allowed under the contract has elapsed,  $\frac{1}{2}$ th of the before  $\frac{1}{2}$  of such time has elapsed and  $\frac{3}{4}$ th of such work before  $\frac{3}{4}$  of such time has elapsed. The contractor shall further be bound to carry out the work in accordance with the dates and quantities entered in the Progress Statement attached to this tender.**

However, if for any special job, a time schedule has been submitted by the contractor and the 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 as compensation an amount equal to one percent or such smaller amount as the Chief Engineer or his authorised Engineer (whose decision in writing shall be final) may decide on the said tendered of the whole work for every week the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the clause shall not exceed ten percent on the tendered amount as shown in the work order.

**3. - The Chief Engineer or duly authorised Engineer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any 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 the 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 an, inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements of such

notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion he or 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 circumstance shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.(iii)If the contractor commits breach of the terms and conditions of the contract.(iv)If the contractor commits any acts mentioned in clause 19 thereof.When the contractor has made himself liable for action under any of the cases aforesaid, the Chief Engineer or duly authorised Engineer on behalf of the Governor of Rajasthan shall have powers:(a)to determine or rescind the contract as aforesaid (of which termination 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 full security deposit of the contractor calculated on the tendered amount as given in memorandum under tender of works shall be liable to be forfeited and shall absolutely be at the disposal of Government.(b)to employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive) 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 has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.(c)after giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him of the amount of which excess. The certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be born and paid by the original contractor and may be deducted from any money due to him by Government under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales hereof or a sufficient part thereof as the case may be.In the event of any one or more of the above courses as may be deemed best suited to the interest of the Government being adopted by the Engineer-in-charge to 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 of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recovery or be paid any sum for any work there to actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value as certified.

**4. - Contractor remains liable to pay compensation, if action not taken under clause 3 - In any case in which any of the powers conferred by clause 3 here or shall have become exercisable and the same shall have not been exercised, the non-exercise there of shall not constitute waiver any of the conditions hereof and such a power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.**

Power to take possession of, or require removal, sale of contractors plant - In the event of the Chief Engineer or other duly authorised Engineer putting in force either of the powers (a) to (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorised Engineer (Whose certificate thereof shall be final and conclusive), otherwise the Divisional Officer may by notice in writing to the contractor or his clerk of the works, foreman or other authorised Agent, require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice): and in the event of the contractor failing to comply with any such requisition, the chief Engineer or other duly authorised Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly authorised Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**5. - Extension of time - If the contractor shall desire an extension of the 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 Divisional Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Chief Engineer or other duly authorised Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown there for, authorise 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 on month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of the contract.**

**6. - Final Certificate - On completion of the work the contractor shall be furnished with a certificate by the Engineer-in-Charge of such 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 premises on which the work shall be executed all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other part of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Engineer-in-charge, whose measurement shall be binding & conclusive against the contractor: If the contractor should fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt 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.**

**7. - Payments on intermediate certificates to be regarded as advancee - No payments shall be made for works estimated to cost less than rupees 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 five thousand, the contractor shall on submitting the bill there for 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payments 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 taken away and re-constructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim nor shall it conclude determine or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or**



**otherwise or in any other way vary or effect the contract, the final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.**

**7A. - Time limit for payment of Final Bills - The final bill shall be paid within 3 months for contracts costing upto Rs. 3 lacs and within 6 months for contracts costing more than Rs. 3 lacs on presentation by the contractor. 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 or 6 months as the case may be. The contractor shall submit a memorandum of the disputed items alongwith justification in support within 30 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.**

**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 of 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.**

**8A. - Contractor to be given time to file objections to the Measurements recorded by the Department - Before taking any measurement of any work as have been referred to in preceding Clauses 6, 7, 8 the Engineer-in-Charge, or a Subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge, or by Subordinate deputed by him as the case may be shall be final and binding**

**on the contractor and the contractor shall have no right to dispute the same.**

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

**10. - Stores supplied by Government - If the specification or estimate of the work provides for the use of any special description of material to be supplied from Engineer-in-charge 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 here to be 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 security deposit or the proceeds of sale thereof if the same is held in Government securities the same or a sufficient portion thereof being in this case sold for this purpose. All materials supplied to the contractor either from departmental stores or with the assistance of Government shall remain the absolute property of Government and shall not in any account be removed from the site of work and shall be all times open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the lime of completion or determination or rescinding of the contract shall be returned to the Divisional office's Stores, if by a notice in writing under his hand he shall so require and if on service of such notice the contractor fails to return the materials so required, he shall be liable to pay the price of such material in accordance with provision of clause 10A *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 compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials. For the stores**

**returned by the contractor he shall be paid for at the price originally charged excluding storage charges in case of materials supplied from departmental stores and actual cost including freight, cartage, taxes etc. paid by the contractor in case of supplies received with the assistance of Government which, however: should in no case exceed market rate prevailing at the time, the materials are taken back.**

**10A. - Penal Rate in case of Excess consumption - The contractor shall also be charged for the materials Consumed in excess of requirements calculated on the basis of theoretical consumption allowing of wastage, at double the issue rate including storage and supervision charges or market rate whichever is higher.**

**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 instruction 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.**

**12. - Alterations in specifications and designs do not invalidate contract - The Engineer-in-Charge shall have power to make any alterations in or additions to the original specifications drawings, designs & instructions, that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in tender for the main**

**work. The time for the completion of the work shall be extended in the proportion that the addition work bears to the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. If the additional work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the schedule of rates of the district, if it exists plus or minus the tender premium, as the case may be end if such last mentioned class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days of the date of receipt of the order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for class of work and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing 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, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the Chief Engineer will be final.**

**12A. - Quantum of additional extra work, Excess work etc. - The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total quantum of additional and or extra items shall not exceed 20% of the total contract value unless otherwise mutually agreed by the Engineer-in-Charge and the contractor.**

**13. - No compensation for alteration in or restriction of work to be carried out - If at any time after the commencement of the work the Government shall for any reasons what so ever 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 payment or compensation what so ever 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 design neither shall he have any claim for compensation by**

reason of alterations having been made in the original specification, drawing & design & 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 then taken 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 purchases price or at local market rates whichever may be less. In the case of such stores having been issued from Government Stores, charges recovered including stores/charges shall be refunded.

**14. - Action and compensation payable in case of bad work -** If it shall appear to the Engineer-in-Charge or his subordinate incharge of the work that any work has been executed with unsound imperfect or unskillful workmanship, or with materials 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 for otherwise not in accordance with contract shall, on demand 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 & 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 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.

**15. - Work to be open to inspection -** All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-Charge and subordinates and the contractor shall at all times during the usual working hours and at all

**others times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders & instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractor himself.**

**16. - Notice to be given before any work is covered up - The contractor shall give not less than five 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 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 or his subordinate-in-Charge of the work; and if any work shall be covered up or placed beyond the reach or measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses or in default, thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.**

**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 grass land 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 as aforesaid the contractor shall make the same good at his own expense or in default, 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 deposits, or the proceeds of sale thereof or of a sufficient portion thereof.**

**18. - Contractor to supply plant, ladders, scaffolding etc. - The contractor shall 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 store] 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 condition 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 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 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 the consent of the contractor be paid to compromise any claim by any such person.**

**19. - Work not to be subject - The contract shall not be assigned or sublet without the written approval of the Chief Engineer. And if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in**

any way directly or indirectly interested in the contract, the Chief Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand for cited and be absolutely at the disposal of Government to & the same consequences shall ensure as if the contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to be paid for any work therefore actually performed under the contract.

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

**21. - Changes in constitution of the firm - Whether 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 hereby 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.**

**22. - Works to be under direction of Chief Engineer - All the works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Chief Engineer of the Government of Rajasthan for the time being, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on.**

**23. - Arbitration - 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 has been so decided, every such matter constituting a total claim of Rs. 5000/-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 adjudication to time a sole arbitrator to be appointed as herein after provided.**

For the purpose of appointing the sole arbitrator referred to above, the Chief Engineer will on receipt of notice and prescribed fee from the contractor send a panel of 3 names not below the rank of Superintending Engineer of the Rajasthan Government and who shall all be presently unconnected with the contract. The contractor shall on receipt of the names as aforesaid select anyone of the persons named to be appointed as a sole arbitrator and communicate his name to the Chief Engineer shall thereupon appointing the said person as the sole arbitrator without delay. The Arbitrator shall give reasons for award. Subject as aforesaid the provisions of the Arbitrator Act 1940, or any statutory modification or re-enactment thereof and the rules made the render and for the time being in force shall apply to the arbitration proceedings under this clause.

**24. - Imported store articles or be obtained from Government - The contractor shall obtain from the stores of the Engineer in-Charge all stores articles which may be required for the work, or any part there of 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 & articles from elsewhere. The value of such stores & 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 & all other expenses what so ever which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.**

**25. - Lump sum in estimates - When the estimate on which a tender is made include lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates are payable under the contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-Charge, capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate and the**

**certificate in writing of the Engineer-in-Charge shall be final and conclusive with regard to any sum or sums payable to him under the provision of this clause.**

**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 specifications of the department and also in accordance with the instructions and requirement of the Engineer-in-Charge.**

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

**27A. - Definition of Engineer-in-Charge - The term "Engineer- in-Charge" means the Divisional Officer who shall supervise and be in charge of the work and shall sign the contract on behalf of the Governor.**

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

**29. - Payment at reduced rates on account of items of work not accepted and 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 may consider reasonable in the preparation of final or on account bills and his decision in the matter shall be final and binding.**

**29A. - Payment at Part rated - 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.**

**30. - Contractor's percentage whether applied to net or gross amount of bills**  
**- The percentage referred to at page 2 of the tender will be deducted/added from/to the gross amount of the bills before deducting the value of any stock issued.**

**31. - The contractor shall adhere to the requirements of the workmen 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 responsible for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the State as principal employer under subsection (1) of section 12 of the said Act, on behalf of the contractor it shall be recoverable by the State from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I of the condition of contract.**

**32. - If the Engineer-in-Charge shall at any time, and for any reasons whatever 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 specification the notice or may withdraw from the contractor the portion of the work as specified and the contractor shall not be entitled to any compensation by reason of such portion of the work having been executed by him: and the value (i.e. cost at tendered rates) of the portion of work so omitted or withdrawn shall in cases where the contractor has for any reason already received payment for it or in the contract be deducted from any sum then due or thereafter to become due under the contracts or otherwise against or from the security deposit or the proceeds of sale thereof.**

**33. - The contract includes clearance, levelling and dressing of site within a distance of 15 meters of the building on all sides except where the building adjoins another building.**

**34. - The contractor shall arrange to protect at his own cost in an adequate manner all cut stone work requiring protection and to maintain such protection as long as work on the building is in progress. He shall remove or 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.

**35. - 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 his labour unemployed, to the extent considered responsible by the Engineer-in-Charge.**

**36. - (a) All quarry fees, royalties, octroi dues and other similar charges shall be paid by the contractor, except where otherwise specially mentioned.**

**36. - (b) The cost of all water connections necessary for the execution of the work and the cost of water consumed and hire of meters shall be paid by the contractor.**

**36. - (c) The Sales Tax, Royalty or other tax on materials issued in the process of fulfilling contract payable to the Government under rules in force will be paid by the contractor himself.**

**37. - The security deposit will be refunded after the expiry of the period as prescribed below.**

(a) In case of contracts relating to hiring of trucks and other T & P, transportation including loading unloading of material, the amount of security deposit is refundable along with the final bill. (b) Supplies of material - As per provisions of G.F. & A.R. (c) Ordinary repairs - 3 months after completion of the work provided the final bill has been paid. (d) Original works/special repairs/Renewal works - 6 months after completion, except in case of works such as Building works, Bridge works, cross drainage works etc. where security deposit will be refunded 6 months after completion or expiry of one full rainy season whichever is later, provided the final bill has been paid.

**38. - Fair wage clause - The contractor shall pay not less than fair wage to labourers engaged by him on the work.**

Explanation. - "Fair Wages" means minimum wages for time or place work Fixed or revised by the State Government under the Minimum Wages Act, 1948. (b) The contractor shall not withstanding

the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately or directly employed by him.(c)In respect of all labourers immediately or directly employed on the work for the purpose of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with. The public works Department contract 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 unauthorised deductions maintenance of wages register, wage card publication of scale or wages and other terms of employment, inspection & periodical returns in all 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 by reasons of non-fulfillment of the conditions of the contract for the benefit of the worker or workers non-payment of wages or of deductions made therefrom which are not justified by the terms of the contract or as a result of non observance of the aforesaid regulations.(e)Vis-a-Vis the Government of Rajasthan the contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from 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.

**39. - The contractor has to engage the technical staff as follows on the work.**

(a)For works costing Rs. 2 to 5 lacs. On qualified Diploma holder.(b)For works costing more than Rs. 5 lacs One qualified Degree holder.

**40. - Safety Code - The contractor shall follow the safety code of the Department.**

**41. - The contractor shall not be permitted to tender for works in Circle in which his near relative to be posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Organisation/Department Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Department.**

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

**42. - No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Rajasthan is allowed to work as a contractor for a period of 2 years of his retirement from Government service without the previous permission of Government of Rajasthan. This 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 as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.**

**43. - Quality Control - The Government shall have right to exercise proper quality control measures. The contractor shall provide assistance to conduct such tests.**

**44. - Without prejudice to any of the rights or remedies under the contract, if the contractor dies, the legal heirs of the contractor or the Chief Engineer or duly authorised Engineer shall have the option of terminating the contract without any compensation.**

**45. - If during the progress of contract of value exceeding Rs. 5 lacs and where stipulated completion period is more than 12 months, the price of any materials incorporated in the work (not being materials supplied from the Department) and/or wages of labour increases or decreases and such increase/decrease exceeds 10% of the price and or wages prevailing at the date of opening of tender for the work, the amounts payable to the contractor for the work shall be adjusted for increase or decrease in the rates of labour and materials excepting those materials supplied by the Department on the basis of following formula.**

Increase or decrease in the cost due to labour shall be calculated quarterly in accordance with the following formula:-

$$VL = 0.75 \left[ \frac{PL - 100}{100} \right] \times R \times \left( \frac{ILO - ILO_0}{ILO_0} \right)$$

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

R = the value of the work done in Rupees during the quarter under consideration.

ILO = the average consumer price index for industrial workers (wholesale prices) for the quarter in which tenders were opened (as published in Reserve Bank of India Journal for the area).

ILI = the average consumer price index for industrial workers(wholesale prices) for the quarter under consideration (as published in Reserve Bank of India journal for the area).

PL = percentage of labour components.

The increase or decrease in the cost of materials shall be calculated quarterly in accordance with the following formula.

$$VM = 0.75 | PM_{100} | XR | (IMI - IMO) IMO$$

VM = increase or decrease in the cost of work during the quarter under consideration due to change in the rates for material.

R = the value of the work done in Rupees during the quarter under consideration.

IMO = the average wholesale price index (all commodities) for the quarter in which tenders were opened (as published in Reserve Bank of India Journal for the area).

IMI = the average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal for the area)

PM = percentage of immaterial component excluding material supplied by the department at fixed rates.

Prejudicement clause shall be applicable only for the work that is carried out with the stipulated time or extensions thereof as are not attributable to the Contractor. No claims for price adjustment other than those provided herein, shall be entertained.

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

**47. - General discrepancies and cross - In case of percentage rate tenders, if there is any typographical or clerical error in the rates shown by the Department in the 'G' schedule the rates as given in the Basic Schedule of Rates of the Department for the area shall be taken as correct.**

**48. - Post payment audit and Technical Examination - The Government shall have right to cause an audit and technical examination of the works and the final bills of the contractor including all supporton 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 audit and shall be lawful for Department to recover the same from him in the manner prescribed in**

**clause 50 or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Government to contractor.**

**49. - Dismantled Materials - The contractor in course of the work should understand that all material e.g. stone and other materials, obtainable in the work by dismantling etc. will be considered as the property of the Government, and will be disposed off to the best advantage of the Government as per direction of the Engineer-in-Charge.**

**50. - Recovery from Contractors - Whenever any claim against the contractor, for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such sum by appropriating, in part of whole of the Security Deposit of the contractor. 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 Department should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Department on demand the balance remaining due.**

The Department shall further have the right to effect such recoveries under PDR Act.

**51. - Jurisdiction of Court - In the event of any dispute arising between the parties hereto in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place where agreement is executed and by no other court.**

## **of Materials to be supplied by the Department**

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

## **of Machinery/T & P to be supplied by the Department**

The following machinery/T & P shall be supplied by the Department to the contractors on hire as per "Rules of the Department for supply of machinery and T & P to the Contractors on hire".



S. No. Item Rate Place of Delivery and Return

Statement of Payment & Recoveries to be attached with Agreement of works

S. No. of Bill	Gross amount of Bill	Progressive total, of amount of Bills	Recoveries
Materials/ T & P	Quantity/ Hours		

1	2	3	4a	4b
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Recoveries

Amount	Income Tax deduction	S.D.	Other recoveries	Total recoveries
4c	4d	4e	4f	4g

Net Amount of Payment C.B. Vr. No. Date Dated initials of

S.D./Acctt. A.E./E.E.

5	6	7	8
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Statement of Payment & Recoveries to be attached with Agreement of works

S. No. of Bill	Gross amount of Bill	Progressive total, of amount of Bills	Recoveries
Materials/ T & P	Quantity/ Hours		

1	2	3	4a	4b
---	---	---	----	----

Recoveries

Amount	Income Tax deduction	S.D.	Other recoveries	Total recoveries
4c	4d	4e	4f	4g

Net Amount of Payment C.B. Vr. No. Date Dated initials of

S.D./Acctt. A.E./E.E.

5	6	7	8
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Name of work.....

**'A'**

**1. Formation useful to the Contractor before tendering. Contractor must study the printed PWD Specifications and specifications prepared for this work according to which the work is to be executed.**

The site of the work will be pointed out by the Engineer-in- Charge or his authorised subordinate. The alignment of the canal and dam marked in the site index plan is available with tender form.

## **'B'**

List of plans necessary for the work, these can be seen in the office of the Executive Engineer. Irrigation on any working day or can be purchased by the payment of Rs. 10 extra.

## **'C'**

List of detailed and fully dimensioned drawing to be supplied by the contractor. Nil

## **'D'**

List of Sample to be deposited with the Engineer-in-Charge of the work within 2 weeks of the order being placed. Kankar for during lime Masonry, Stones, Bajri, Ballast to be used in the construction work.

## **'E'**

Periodical test shall be made by the Engineer-in-Charge or his authority representative to ensure that proper materials according to specification samples and workmanship are being used by the contractor who shall have to make arrangements for this at his own cost.

## **'F'**

(i) Date of order to commence the work.....(ii) Time allowed to complete the work.....(iii) Date of completion of the work from the date of order to commence the work.....(iv) Programme of work to be done and payment to the contractor.

**1st. Quarter 25%**

**2nd. Quarter 30%**

**3rd. Quarter 30%**

**4th. Quarter 15%**

**'G' & 'H' T attached.**

Signature of the contractor    Executive Engineer, Irrigation

## **'H'**

S.No.	Name of Labour	Rate in fig.	Words	Period
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1.	Beldar (Man Coolie)			
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2.	Boy			
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3. Women
4. Bhisty
5. Blacksmith
6. Carpenter Local
7. Carpenter Skilled
8. Cart hire (Village Cart)
9. Cart hire (Big Lath)
10. Painter
11. Mason Ordinary
12. Mason Skilled
13. Mason Stone
14. Mason Mistry

#### Materials

S. No.	Name of materials	Rate in fig. Words per day
1.	Building Stone at site	% Cft.
2.	Kankar lime stone at site	% Cft.
3.	Stone lime	% Cft.
4.	Bajri	% Cft.
5.	Surkhi	% Cft.
6.	Cement Bag	% Cft.
7.	Stone Ballast 1-5" size at site	% Cft.
8.	-do-1"	% Cft.
9.	Grit ¼" to 5" size at site	% Cft.
10.	Iron of all kinds	% Cft.
11.	Stone Slabs 3" thick	% sft.
12.	Stone Slabs 1-5"	Per ton
13.	Bhakri Slabs 6" thick of all sizes	% sft.

**T**

Materials to be supplied from the Divisional store for the work to be executed and rates which they are to charged for.

Signature of the contractor Executive Engineer, Irrigation