RAJASTHAN HOUSING BOARD, JAIPUR

No. 685 Date 03.02.11

OFFICE ORDER

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

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

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

Chief Engineer
Rajasthan Housing Board,
Jaipur

Enclose : Sample copy of agreement.

Copy to :-

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

TA to Chief Engineer
Rajasthan Housing Board,
Jaipur

RAJASTHAN HOUSING BOARD

AGREEMENT NO.....

Year.....

.....Circle

Division.....

Name of work.....

Name of Contractor.....

Sanction No.....Date.....Rs.....

Technical Sanction No.....

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

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

Details of Document

(a) Percentage Rate Tender R.P.W.R. 100
(See rule- 322 & note 1 below rule 331)
(b) Schedule A to F
(c) Schedule H
(d) Schedule G
(e) Schedule
(f) General Specification and Conditions of Contract
(g) Contractor's Labour Regulations
(h) .....
(i) .....

Amended up to 1.3.2011

RAJASTHAN HOUSING BOARD

OFFICE OF THE .....
NOTICE INVITING TENDERS FOR WORKS

1. Tenders are herby invited on behalf of the Chairman, RHB for the works of ..... from enlisted contractors of the appropriate class. Contractors enlisted with the CPWD, Postal, Telecom, Railway, MES, other State Government/Central Government Undertaking/Organization equivalent to AA and A class of Rajasthan are also eligible after giving prescribed Earnest Money to tender for works as under:

(i) Contractor equivalent to AA Class of Rajasthan.	Works of which cost exceeds Rs. 1.5 Crores
(ii) Contractor equivalent to A Class of Rajasthan.	Works of which cost exceeds Rs.1.5 crores but not exceed Rs. 3.00 crores.

2. Contract document consisting of the detailed plan, complete specifications, the Schedule of the quantities of the various classes of work to be done and the set of condition of contract to be complied with by the persons whose tender may be accepted, which will also be found printed in the form of tenders, can be seen at the office of the.....(name of the Officer) every day except on Sundays and Public Holidays, during office hours.

3. Tenders, which should always be placed in sealed covers with the name of the work written on the envelopes will be received by the..... (Name of the officer) up to.....am/pm (time) on the..... (Date) and will be opened by him in his office at.....am/pm(time) on.....(date) in the presence of such Contractors or their authorized representatives, as are present.

4. Tenders are to be submitted on a prescribed from, which can be obtained from the office (s) of the ..... (Name of the officer (s) on payment of a sum of Rs.....in cash or by demand draft. The sale of tender form will start at least..... days before the date of receipt of tenders. The sale of tenders will be closed one day before actual time of receipt of tender. Before submitting tenders, it should be ensured that all the tender papers including Conditions of Contract are signed by the tenderer. Eligibility to get tender forms shall be with reference to the amount mentioned in the NIT.

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

6. Earnest Money, amounting to Rs.....must accompany each tender and each tender is to be in a sealed cover, super scribed "Tender for....." and addressed to the ..... (name of the officer) Earnest Money, in cash or Bankers cheque in the name of officer inviting tender or Demand Draft of Nationalized/Scheduled Banks, should be deposited with the cashier or authorized clerk and his receipt should be attached with tenders. In case of tenders for works of which tendered cost is Rs.5 crores and above, Earnest Money of Rs. 10 Lac. Shall be accepted in cash as above and remaining part of Earnest Money can be accepted either in the form of Bank Guarantee (From RPWA 87) or in cash. Enlisted contractors shall be required to deposit ½% of estimated cost of work as Earnest Money while tendering within their enlistment zone. For outside their zone, 2% Earnest Money shall be required to be deposited.

7. The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill, and shall be refunded as per rules on completion of the contract as per terms and conditions. However, the amount of security deposit deducted from running bills shall not be converted into, any mode or securities like bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.

   However, a contractor may elect to deposit full amount of 10% security deposit in the shape of bank guarantee or any acceptable from of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition to full 10% as above however, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the Running Account Bills.

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

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

Value of Tenders	Name of Office
(i) Tenders for which sanctioning authority is RE/ DHC	Division/Circle office
(ii) Tenders for which the sanctioning authority is Additional Chief Engineer/Chief Engineer	Addl. CE/CE Office
(iii) Tenders for which sanctioning authority is Board/State Government.	Chief Engineer Office

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

11. The tenders for works shall remain open for acceptance for the period as given below from the date of opening of [1][Potential assessment bid/post-qualification bid/pre-qualification bid, where 2 envelopment system is followed, otherwise from the date of opening of financial bid:]

1. For tenders to be accepted by Resident Engineer	20 days
2. For tenders to be accepted by DHC	30 days
3. For tenders to be accepted by Additional Chief Engineer	40 days
4. For tenders to be accepted by Chief Engineer	50 days
5. For tenders to be accepted by Works Committee	70 days
* Note :- Communication of acceptance of tender shall also within the above limits.	

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

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

13. Enlisted Contractors, will be required to pay Earnest Money @ ½% of estimated cost of work put to tender, in case of work or which they are authorized to tender under Rules for enlistment of contractors, but the amount to the extent of full Earnest Money shall be liable to be forfeited in the event of circumstance explained in clause 11 above. Degree/Diploma holder Engineers may pay Earnest Money, equal to one half of the normal rates, subject to the provisions of Rules for enlistment of Contractors.

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

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

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

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

1. All works proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the chief Engineer or other duly authorized Engineer.
   The form of invitation to tender will state the work to be carried out, as well as the date of submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Resident Engineer shall be open for inspection by the Contractor at the office of the Chief Engineer or other duly authorized Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of the registration certificate.
3. Receipts for payments, made on account of a work 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 partner or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate tender, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G, he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/schedule rates shall be mentioned. Tenders, which propose any alteration in the work, specified in the said form of invitation of tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors, who wish to tender for two of more works, shall submit a separate tender for each work. Tenders shall have the name and number of work, to which they refer, written outside the envelope.
5. The Chief Engineer or other duly authorized Engineer will open the tenders in the presence of any, Contractor (s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amount of all the tenders in the Register of Opening of Tender (Form RPWA 20A). In the event of the tender being accepted, a receipt for the earnest money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tenders shall/be return to the contractor making the same.
6. The Chief Engineer of other duly authorized Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered an acknowledgement of payment to the Chief Engineer or other duly authored Engineer.
8. The memorandum of work tendered for, memorandum of materials and tools and plant to be supplied by the board and their rates shall be filled in and completed in the office-of the Chief Engineer or duly authorized Engineer before the tender form is issued.
9. If it is found that the tender is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer- in charge not to consider the tender, forfeit the amount of earnest money and/or delist the contractor.
10. The tenderer shall sign a declaration under official secrets act for maintaining secrecy of the tender documents, drawings or other records connected with the work given to him in form given below. The unsuccessful tenderers shall return all the drawing given to them.

Declaration:

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

11. Any percentage rate tender containing item-wise rates and any item rate tender containing parentage Rate below or above estimated/schedule rates, will be summarily rejected, However, if a tenderer voluntary offers a rebate for payment within a stipulated period, this may be considered.
12. On acceptance of the tender, the name of the accredited representative (s) of the Contractor (with a photograph and signature attested.), who would be responsible for taking instructions from the Engineer in charge, shall be communicates to the Engineer in charge.
13. Sales tax or any other tax on materials, Or Income Tax in respect of the contract shall be governed by Clause 36 A, B C and D of the Conditions of Contract. Deductions of Income Tax at source will be made as per provisions of the Income Tax Act, in force from time to time.
14. The Tenderer to work shall not be witnessed by a Contractor or Contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe the secrecy of tender will render tender or the contractors, tendering as well as witnessing the tender, liable to summary rejection.
15. If on check, there are discrepancies the following procedure shall be followed:-

(i) Where there is a difference between the rates in figures and words, lower of the two rates shall be 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 board for such time will be taken into account while preparing comparative statement and contractor shall be Bound to execute such item on "G" schedule rates.

(iv) In case where percentage is given but the 'above' or 'below' not scored ,the tender will be non-responsive.

16. The contractor shall comply with the provisions of the Apprenticeship Act, 1961 abide the rules and orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of the contract and original sanctioning authority in his discretion may cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of violations by him of the provisions of the Act.

17. The Contractor shall read the specifications and study the working drawings carefully before submitting the tender.

18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Board to make he entire site available on the award of the work, the Contractor shall arrange his working programmer accordingly. No claim/whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisitions of land, approach roads etc.

19. The tender documents show already the specific terms and conditions on which tenders are required by the RHB. Hence all tenders should be in strict conformity with the tender documents and should be fulfilled in, wherever necessary, and initiated. Incomplete tenders are liable to rejected. The terms and conditions of the tender documents are firm; as such conditional tenders are liable to be rejected.

20. The tenderer, while submitting tender, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.

21. The Chief Engineer or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the tenderer has-quoted his rates before the tender can be considered of acceptance. If the tenderer, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in charge shall be at liberty to forfeit the said earnest money absolutely.

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

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

23. The Contractor should quote his rates, only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a contractor has quoted rated in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.

24. All additions, deletions, corrections and overwritings, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputed impossible on this score.

25. After acceptance of the tenders, the Contractor or all partners (in the case of partnership firm), will append photographs and signatures duly attested at the time of execution of Agreement.

26. If any contractor, who having submitted a tender does not execute the agreement or start the work or does not complete the work and the work has to be put to retendering, he shall stand debarred from participating in such retendering in addition to forfeiture of Earnest Money/Security Deposit and action under agreement.

27. The tender documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.

28. (a) If a tender reduces the rates voluntarily after opening of tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him form business shall be taken as per enlistment rules.

(b) If a non-tenderer offers lower rates after opening of tenders, action for debarring him form business shall be taken as per enlistment rules.

29. Contractors shall submit only unconditional tenders. Conditional tenders are liable to be rejected summarily.

Tender for works

I/We hereby tender for the execution for the Chairman RHB of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures).....%(as well as in words..... Percent below/Above the amount, entered in the schedule G in all respects in accordance with the specifications, design, drawings and instructions in writing referred to in Rule 1 in all respects in accordance with such condition so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and queries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Memorandum

(a) General description of work.....

(b) Estimated cost Rs.....

(c) Earnest money Rs.....@2% for enlisted contractors outside their zone and ½% within their zone of enlistment.

(d) Security Deposit:

(i) "The Security deposit @ 10% of the gross amount of the running bill shall deducted from each running bill and shall be refunded as per rules on completions of the contract as per terms and conditions. However the amount of security deposit deducted from running bills shall not be the converted into any mode of securities like band guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit' from first running bill of the contractor. There will be no maximum limit of security deposit.

(ii) However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. In that case earnest money may be refunded only after deposition of full 10% as above. However, in case during execution cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the "Running account bills."

(iii) Bank Guarantee shall in all cases be payable at the headquarter of the Division or the nearest District Headquarters.

(e) Time allowed for the completion of work (to be reckoned 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/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed here to and of the Notice Inviting tender, or in default thereof, to forfeit and pay to the Board or his successor in his office, the sum of money mentioned in the said conditions.

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

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address or Contractor

Date:
The above tender is hereby accepted by me on behalf of The Chairman, RHB.
Dated the .....Engineer-in charge

CONDITIONS OF CONTRACT

Clause 1 : Security Deposit:

"The Security deposit @ 10% of the gross amount of the running bill shall deducted 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".

A contractor may however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. In that case, earnest money may be refunded only after furnishing of the bank guarantee as above. During the execution for the work or after completion of the work also a contractor may replace the security deposit by furnishing bank guarantee for an equal amount. However during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the "Running Account Bills"

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

In case of Bank Guarantee of any Nationalized/ Schedule Bank is furnished by the Contractor to the RHB as part of the Security Deposit and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand furnish additional security to the RHB to make good the deficit.

The liability obligation of the bank under the Guarantee Bound shall not be affected or suspended by any dispute between the Engineer-in charge and the Contractor, and, the payment, under the Guarantee Bond by the bank to the Board shall not wait till the disputes are decided. The bank shall pay the amount the Guarantee, without any demur, merely on a demand from the RHB stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand so made, shall be conclusive as regard, to amount due and payable by the bank, under the guarantee limit to the amount specified in the guarantee bond. The guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid up to the specified date unless, extended on demand by the Engineer-in charge, which shall include the period of completion of the contract and the defect removal period as per terms of the agreement. Bank's liability shall, stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by Contractor, the Chief Engineer or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

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

Clause 2: <u>Compensation for delay:</u>

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 written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, and Security Deposit. Besides appropriate action may be taken by the Engineer-in charge/ competent authority to debar him from taking part in future tenders for a specified period or black list him. The work shall, through-out the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceed good progress during the excavation 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 1/8* 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 ¾* 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 Board at every time span as below:

A	Time Span of Full Stipulated period	1/4th (.....days)	1/2th (.....days)	3/4th (.....days)	Full (.....days)
B	Work to be completed in terms of money	1/8th (Rs.....)	3/8th (Rs.....)	¾th (Rs.....)	Full (Rs.....)
C	Compensation payable By the contractor for delay attributable to the attributable to stage	2.5% of Scheduled work remained unexecuted on the last day of (1/4) time span	5% of Scheduled work remained unexecuted on the last day of (1/2) time span	7.5% of Scheduled Work remained unexecuted on the last day of (3/4) span	10% of Scheduled Work remained unexecuted on the last day contracted Full period

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

[1] First time span is of 6 months, delay is of 30 days which is split over as under
Sdays [attributable to RHB] + Sdays [attributable to contractor] + Sdays [attributable to RHB] + Sdays [attributable to contract] + Sdays [attributable to RHB]+ Sdays [attributable to contractor]. Total delay is thus clubbed to 15 days [attributable to RHB] and 15 days [attributable to contractor]. The normal compensation of 30 days as per clause 2 of agreement is 2.5 which can be reduced as 2.5 15/30 1.25 over 30 days without any escalation by competent authority.

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

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

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

Clause 3: Risk & Cost Clause :

The Engineer-in-charge or the Competent Authority defind 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 contract and without prejudice to any rights remedies under any of 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 un workmanship manner, shall omit to comply with the requirements to such notice for a period of seven days, thereafter, or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of the already, failed to complete the work by that date.

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

iii. If the Contractor commits breach of any of the Terms and conditions of this contract.....

iv. If the contractor commits any acts mentioned in Clause 19 hereof.

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

(a) To determine or rescinded the contract, as aforesaid (of which determination or rescission notice in writing to the Contractor under the hand of the Engineer-in Charge shall be conclusive evidence) upon such determination or rescission, the earnest money, for any loss sustained by him by reasor of him having purchased any materials or entered into any engagement or made any advances on account of full security deposit of the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Board.

(b) To employ labor paid by the Board and to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labor and the price of the materials (0f the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the Contractor) and crediting hi n with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the contractor under the terms of this contract. The certificate of the Divisional Officer, as to the value of the work done, shall be final and conclusive evidence against the Contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Board are less then amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

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

thereof or actually performed under this contract unless and the Engineer-in-charge has certified, in writing, the performance of 'such work and the value payable in respect thereof, and he shall only be entitled to be paid the 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 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/Enlistment security and the liability of the past and future compensation shall remain unaffected.

Powers to take possession of, or require removal sale of Contractor's plant:

(ii) In the event of the Engineer-in-charge putting in force, powers vested in him under the preceding Clause 3 he may. If he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works or the site, thereof, or belonging to the contractor or procured by him and intended to used for the execution of work or any part thereof, paying or allowing for the same in account, at the contract rates or, in case of these not being applicable, at current market rates, to be certified by the Chief Engineer or duly authorized Engineer [whose certificate, thereof, shall be final and conclusive], otherwise the Engineer-in-charge may, be notice in writing to the contractor or his clerk of the works, foreman, or other authorized agent, require him to remove such tools plant, materials or stores from the premises [within a time to be specified in such notice], and in the event of the Contractor failing to comply with any requisition, the Chief Engineer or other duly authorized Engineer may remove them at the contractors expenses sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Chief Engineer or other duly authorized Engineer, as to the expense of any such removal, and the amount of the proceeds and expense of any such Sale shall be final and conclusive against the Contractor.

Clause 5: Extension of Time:

If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply, in writing, to the Engineer-in –charge within 30 days of the date of the hindrance, on account of which he desires such extension as a foresaid, and the Authority Competent to grant extension under the rule/delegations of powers or other duly authorized Engineer shall, if in his opining, [which shall be final] reasonable grounds be shown therefore, authorize such extension of time if any as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of one month provided in this clause, the application for extension shall be made before the expire of the period stipulated for completion of the contract the competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause [2] of this agreement.

Clause 5 A : Monthly Return of Extra Claims:

Contractor has to submit a return every month for any work claimed as extra. The contractor shall deliver the return in the office of the Resident Engineer and obtain Receipt Number of the Receipt register of the day on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claims as extra by the contractor, which values shall be based upon the rates and prices mentioned in the contract or in the schedule of Rates in force in the District for the time being. The contractor shall be deemed to have waived all claims, not included in such return, and will have no right to enforce any such claims not included, whatsoever be the circumstances.

Clause 6 : Final Certificate :

On completion of the work, the Contractor shall send a registered notice to the Engineer-in- Charge, giving the date of completion and sending a copy of it to the officer, accepting contract on behalf of the Board and shall request the Engineer-in Charge to give him a certificate of completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleared off the dirt from all wood, doors, walls, floors 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 material, materials and rubbish and dirt and filling of, pits on or before the date fixed for completion of the work, the Engineer-in charge may, at the expense of the contractor, remove such scaffolding, surplus materials, and the rubbish and dispose of the same, as; he thinks fit, and clean of such dirt and fill the pit, as aforesaid, and the contractor shall forthwith pay the amount of all expenses, so incurred, and shall have no claim in respect of any such scaffolding or surplus materials, as a foresaid, except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in- charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that, if subsequent to the taking of measurements by the subordinate, as a foresaid, the Engineer-in charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in charge shall have power to cancel the measurements already taken by his subordinates and acknowledged By the Contractor and to take measurements again, 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 defect on the face of the work, shall give the Contractor, a certification. If the Engineer-in charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by the Engineer-in- charge shall specifically

mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed.

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

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

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

other wise the engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7 A : Time limit for Payments of Final Bills:-

The final bill shall be paid within 3 month on presentation by the Contractor after issuance of final completion certificate in accordance with Clause 6 of the conditions of the Contract. If there shall be dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months, if a final bill (which contains no disputed item of disputed amount of any item) is not paid within 3 months of presentation of final bill of 6 months from the date of receipt of registered notice regarding completion of work in accordance with Clause 60: the conditions of the contract, the defects, if any, shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date rectification of the defects. The higher authority shall ensure that in no *case* final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance there of, and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

Clause 8 : Bill to be submitted monthly :

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work exacted in the previous month and the Engineer-in-charge shall take or cause to be taken the requested measurement for the purpose of having the same verified and the claim, as far as admissible, and recorded, or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement Book which shall be binding on the Contractor in all respects.

Clause 8 A : Contractor to be given time to the objection to be Measurement recorded by the Board :

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

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

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

Clause 9 : Bills to be on printed forms :

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge and charges in the bills shall always be entered at the rates specified in the 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 and after provided for such work.

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

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

Clause 10 : Stores supplied by Board :

In the specification or estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that Contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule of memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time, required to be used by him of the purpose of the contract only, and the value of the full quantity of materials and stores, so supplied at the rates specified in the said schedule of memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the Performance Guarantee and or Security Deposit of the proceeds or sale, it the same is held in RHB securities, the same or a sufficient portion thereof being in this case, sold for the purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of the RHB, shall remain the absolute property of RHB. The Contractor shall be the trustee of the stores/material, so supplied/procured, and these shall not, on any account, be removed from the site of work and shall be, all-times open for inspection by the Engineer-in-charge. Any such material, unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional Officer's stores. If by a notice in writhing under his hand, he shall so require, and if on service of such notice, the contractor fails to return such materials, so required, he shall be liable to pay the price of such materials in accordance with the provisions of clause 10 B . 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 Contractors, 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 the case of supplies received with the assistance of the Board, which however, should in no case exceed market rate prevailing at the time materials are taken back. The decision of the Engineer-in- charge, as to the price of the stores returned, keeping in view its conditions etc. Shall be final and conclusive. In the event of breach of the aforesaid condition, the Contactor shall, in addition to throwing himself open to account of contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Board all advantages of profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the Contractor shall, in no case be entitled to any compensation of damage on account of any delay in supply, or non-supply thereof, all or any such materials and stores.

Clause 10 A : Rejection of materials procured by the Contractor:

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

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

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

Clause 10 C : Hire of Plant & Machinery

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

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

The Contractor shall execute the whole and every part of the work in the most substantial & satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the Specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writhing 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 assess 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 of all such designs, drawings & instructions, as a aforesaid. A certificate of executing works as per approved design and specification etc. shall be given on each Running Account Bill.

The specification of work, material, methodology of execution, drawings& designs shall be signed by the contractor and the Resident engineer while executing agreement and shall form part of agreement.

Clause 12 :

The Engineer-in-charge shall have power to make any alteration, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge, and such alteration, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work shall be carried out work shall be extended in the proportion that the

altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

(i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

(ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the such rates will be derived from the rates for a similar class of work as are specified in the contractor for the work.

(iii) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in the sub-clause (i) to (ii) above, then the rates for such composite work item-shall be worked out on the basis of the concerned Schedule of Rates of District/area specified above minus/plus *die* percentage which the total tendered amount bears to the estimated cost of the tender. Provided always that if the rate for a particular part of parts of the item is not the Schedule of Rates, the rate for such part of parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.

(iv) If the rates for the altered, additional or substituted work item can not be determined in the manner specified in sub-clause (i) to (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 rate claimed and the Engineer-on-charge shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items failing under the clause.

(v) Except in case of item relating of foundations, provisions contained in sub-clause (i) to (iv) above shall not apply contract or substituted item's as individually exceed the percentage set out in the tender document under Clause 12 A.

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

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

(b) For abutments, piers, retaining wall of culverts and bridges, walls of water reservoirs and the bed of floor level.

(c) For retaining walls, where floor levels in not determinate 1.2 meters above the average ground level or bed level.

(d) For roads, all items of excavation and filling including treatment of sub base and soiling work.

(e) For water supply lines, sewer lines, under ground storm water drains and similar work, all items of work below ground level except items of pipe work for proper masonry work.

(f) For open storm water drains, all items of work except lining of drains.

(g) Any other items of similar nature which Engineer-in-charge may decide relating to foundation.

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

Clause 12 A :

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

(i) In case of contract substituted items of additional, which results " in exceeding the deviation limit laid down in this clause except items relating to foundation work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause.

(ii) of clause 12 and the Engineer-in-charge may revise their rate having derived in according with the provision of sub-clause may revise their rates having regard to the prevailing market rates and contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge may revise their rates having regard to the prevailing market rates and the contractor shall be paid in accordance with fates 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 arrange to carry it out in such manner as he may consider advisable. But under no circumstance, the contractor shall suspend entire work on the plea of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in rates of items for quantities in excess of the deviation limit no withstanding the fact that the rate for such item exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding clause 12 and the Engineer-in-charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the Engineer-in-charge and the Contractor.

Clause 13 : <u>No compensation for alternation in or restriction of work to be carried out :</u>

If, any time after the commencement of the work, the RHB, shall for any reason, whatsoever, not require the whole work thereof, as specified in the tender, to be carried out, the Engineer-in-charge shall give notice in writing, of the fact to the Contractor, who shall have no claim to any payments of compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in

consequence of the full amount of the work not having been carried out, Neither, shall he have any claim for compensation by reasons of alterations having been made in the original specifications, drawing and design and instructions, which shall involve any curtailment of the work, as originally contemplated. Provided, that the contractor shall be paid the charge for the cartage only, of materials, actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment of curtailment of the work as any portion thereof, and taken them back by the Contractor provided, however that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from RHB stores, charges recovered, including storage charge shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor, and in this respect the decision of the Engineer-in-charge shall be final.

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

If, it shall appear to the Chief Engineer or any authorized authority or the Engineer-in-charge or his subordinates in-charge or the work, or to the committee of retired officers appointed by the Board for the purpose that any work has been executed with unsound, imperfect of unskillful workmanship, or with material of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted or otherwise not in accordance with contract, the Contractor shall on demand in writing from the Engineer-in-charge, specifying the work/materials-or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will 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 office e.g. DHC, Additional Chief Engineer, Chief Engineer, and his subordinates and any other authorized agency of the RHB of retired officers/officers appointed by the RHB for the purpose to visit the works shall have been given to Contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

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

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

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

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

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

The Contractor shall arrange and supply at his own cost, all material (except such special materials, if any as may in accordance with the contract, be supplied from the Engineer-in-charge's stores) plants, tool appliances, implements, ladders, 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 of which he is entitled to require ,together with carriage there off to and from the work. The contractor shall also arrange and supply without charge, the requisite number of persons with the means and material necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing, the same may be provided by the Engineer-in-charge, at the expense of the contractor, and the expenses may be deducted from any money due to the Contractor under the contract, or from his Performance Guarantee and/or Security Deposit or the proceeds of sale thereof, are sufficient portion thereof. the Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall, be bear the expenses of defense of every suit, action or other proceeding at, law, that may be brought by any person for injury sustained Owing to neglect of the above precautions, and to pay may

damages and costs, which may be awarded in any such suit, action proceeding to any such person or which may with consent of the Contractor, be paid to compromise any claim by any such person.

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

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

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

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

Clause 21 : <u>Changes in Constitution of firm :</u>

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

Clause 22 :<u>Work to be under direction of Engineer-in-charge :</u>

All the works to be executed under the contract shall be executed under the direction and subject to the approval. In all respect, of the Engineer-in-charge of the RHB for the time being. Who shall be entitled to direct, at what point or points and in what they are 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 of arising out or this instrument, or the meaning of operation of any part thereof, or the right duties or liabilities of either part then, save in so far as the decision of any such matter, as herein before provided has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated, or has been rightly terminated and as regards the rights or obligations of the parties as the result of such termination, shall be referred for decision to the empowered Standing Committee, which would consist of the followings:-

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

The Engineer-in-charge on receipt of application along with non refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One lac) from the contractor shall refer the disputes to the committee within a period of one month from date of receipt of application.
Procedure and application for referring cases for settlement by the standing committee shall be as given in form RPWA90.

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

Contractor shall fully indemnify the Chairman RHB against any, claim or proceeding, relating to infringement or use of any patent design or any alleged patent or design, rights and shall pay any royalties which may be payable in respect or any article of part thereof included in the contract, in the event of any, claims made under of action brought against Board In respect of any such matters as aforesaid, the Contractor shall be immediately, noticed thereof, and 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 Chairman, RHB if the infringement or the patent or design or any alleged patent, or design, right is the direct result of an order passed by the Engineer-in-charge in this behalf.

Clause 24 : Imported Store articles to be obtained from Board:

The Contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work of any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission in writing, from the Engineer-in-charge, to obtain such stores and articles from else-where, The value of such stores and articles, as may be supplied to the contractor by the Engineer-in-charge, Will be debited to the Contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not

entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall included the cost or carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery or the same at the stores aforesaid plus storage charges.

Clause 25 : Lump-sums in estimates :

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 all 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 provision of this clause.

Clause 26 : Action where no Specification :

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

Clause 27: Definition of work:

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

Clause 27 A : Definition of Engineer-in charge :

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

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 : Payment at part rates :

The rate for several items of works may be paid as 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 stage shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of work.

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

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

Clause 31 : Contractor to adhere to labour laws/regulation:

The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force 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 Compensation Act, hereinafter called the said Act. If such compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, herein after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on be behalf of the contractor is shall be recoverable by the State 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.

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 prorate 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 right 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.

Progress Statement Referred to in Clause 2 of Conditions of Contract

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

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

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

Dated..... Signature of Contract

Note : For filling in the Progress Statement Form

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