

ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTOR
LABOUR REGULATIONS

1. **Short Title:** These Regulation may be called " The Rajasthan Public Works Department Contractor's Labour Regulation."
2. **Definition:** In these Regulation unless otherwise expressed or indicated, the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say:
 - (i) **"Labour"** Means work employed by a Rajasthan P.W. Department contractor directly, or indirectly through a sub-contractor or other person by an agent on his behalf.
 - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.
 - (ii) **"Contractor"** Shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract,
 - (iv) **"Wages"** Shall have the same meaning as defined in the Payment of Wages Act and includes time and piece, rate wages.
3. **Display of Notice regarding wages etc. :** The contractor shall (a) before he commences his work on contract, display and correctly maintain and continue to display and inconspicuous place on the work notices in English and the correctly by the Executive, Engineer, the Superintending Engineer, the Chief Engineer or labour commissioner as fair wages and the hours of works for which such wages are earned, and (b) send a copy of such notices to the Certifying Officers.
4. **Payment of Wages :**
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods :**
 - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
 - (ii) No wages period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
 - (iv) When the employment of any worker is terminated or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one which his employment is terminated.
 - (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.
- Note:** The term "working day" means a day on which labour is employed in progress.
6. **Book and Wage Slips etc.**
 - (i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particular:
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
 - (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
 - (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work

Fines and deductions, which may be made from wages:

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorized, namely the following .
 - (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work, the amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
- (ii) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.
- (ii) No Fines shall be imposed on a worker and on deductions for damage or loss shall be made until worker has been given an opportunity or showing cause against each fine or deductions.
- (iii) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wages period.
- (iv) No fine imposed on any worker shall be recovered from him by installments or after expiry of 60 days from the date on which it was imposed.

8. **Register of fines etc:** The contractor shall maintain a register of fines and or all deductions for damage or loss. Such register shall mention the reason for which fine was imposed of deduction for damage or loss was made.
The Contractor shall maintain both in English and local Indian Language a list approved by the labour Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.
 9. **Preservation of Register :** The wage register, the wage card and the register of fines deduction required to be maintained under there regulations, shall be preserved for 12 month after the date or the 1st entry made in them.
 10. **Powers of Labour Welfare Officer to make investigation of enquiry :** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf, it shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor of Sub-contractor in regard to such provisions.
 11. **Report of labour Welfare officer:** The labour Welfare officer or other person, authorized as aforesaid, shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indication the extent, if any to which the default has been committed with a note that necessary deductions from the contractors bill be made and the was and other dues be paid to the labour concerned in case as appeal is made by contractor under clause 12 of there regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Com issuer had give decision on such appeal.
 12. **Appeal against the decision of Labour Welfare Officers:** Any person agree by the decision and recommendation of the Labour Welfare Officer or other persons, so authorized, may appeal against. Such decision to the Labour Commissioner within 30 days form the date do decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.
 - 12 -A No Party shall be allowed to be represented by a lawyer during any inv estimation, enquiry, appeal or any other proceedings.
 13. **Inspection of wage Books and Silps :** The contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the labour Welfare Officer or any other person authorized by the State Government on his behalf.
 14. **Submission of Returns:** The Contractor shall submit periodical returns as may be specified from time to time.
 15. **Amendments :** The State Government may, from time to time, add to or amend these regulations and on any questions as to the application, Interpretational effect or these regulations, the decision of the Labour Commissioner to the Government of Rajasthan or any other person authorized by the State Government in the behalf, shall be final
- Note :-** In context of above Executive Engineer may be read as Resident Engineer & Superintend Engineer as Dy. Housing Commissioner.

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

- (1) Willful in subordination or disobedience whether alone or in combination with another. (2) The fraud dishonesty in connection with the contractors business or property of the R.H.B. (3) Taking or giving bribes or any illegal gratification. (4) Habitual late attendance. (5) Drunkenness, fighting riot or disorderly or indecent behavior, (6) Habitual negligence. (7) Smoking near or around the area where combustible or other materials are stocked. (8) Habitual indiscipline. (9) Causing damage work in progress or to property of the R.H.B. or the contractor. (10) Sleeping on duty. (11) Malingering of slowing showing down work. (12) Giving of false information regarding name, age father's name. (13) Habitual loss of wage cards supplied by the employers. (14) Unauthorized use of employer's property of manufacturing or making unauthorized articles at the work place. (15) Bad workmanship in construction and maintenance by skilled workers is not approved by the Board and for which contractors are compelled to undertake rectification. (16) Making false complaints and/or misleading statement. (17) Engaging in trade within the premises of the establishment. (18) Any delinquency business affairs or the employers. (19) Collection or canvassing for the collection of any money within the premises of and establishment unless authorized by the employer. (20) Holding meeting inside the premises without previous action of the employers. (21) Threatening or intimidating any workman or employee during the working hours within the premises.

Schedule showing (approximately) materials to be supplied from the R.H.B. store for work contracted to be executed to de executed and the rates of which they are to be charged for

Particulars	Rates which the materials will be charged		place of Delivery
	Unit	To the contractor Rs. Np.	
Doors, with Chowkhats			
-----do-----			
-----do-----			
Windows with Chowkhats			
-----do-----			
-----do-----			
Steel Shapes			
-----do-----			
-----do-----			
Bars Mild Steel			
Sheets Plain, G.I.			
-----do-----		Corrugated G.I. getting, Wire	
Belts Tower			
-----do-----		Rim	
Hinges, Butt			
-----do-----			
Hinges, Spring			
Cement, Portiand			

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

(Signature of Contractor)

(Signature of Engineer)

Progress Statement Referred to in Clause 3 of Conditions of Contract

[illegible]

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

Date: _____
Engineer-in-charge _____

Date _____
Contractor _____

NOTES FOR FILLING IN THE PROGRESS STATEMENT FROM ON THE PAGE

1. Columns 2, 3 and 4 must be installed and dated by the Contractor.
2. Columns 4 must be initialed and dated by the Chief Engineer or other duty authorized Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence work is given to the contractor; specified in line 3, clause 2, page 3 of the "condition of contract".
4. The date in columns 3 must correspond to the period stated in Sub clause (f) page to, of the tender
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.

Clause 33 :

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

Clause 34 : protect works:

The contractor shall arrange to protect at his own cost, in and adequate manner all out stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection as required by the Engineer-in charge, 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 template, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge, are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

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

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

Clause 36 A :

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

Clause 36 B :

The cost of all water connection, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Contractor except where otherwise specifically indicated.

Clause 36 C : Payment of Sales Tax and any other Tax :

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

Clause 36 D :

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

Clause 37 : Refund of Security Deposit :

Security Deposit will be refunded after the expiry to the period as précised below.

- (a) In case of contracts relating to hiring of trucks and other T & P, transportation including the "Loading, unloading of materials, the amount of Security Deposit is refundable along with the final bill.
- (b) Supplies of material: As per provisions of the G.F. & A.R.
- (c) Ordinary repairs: 3 months after completion of the work provided the final bill has been paid.
- (d) Original works/ special repairs works: Security deposit will be refunded six months after completion, or expiry of one full rainy session, or after expiry of defect liability period as defined in the special condition of agreement, whichever is later provided the final bill has been paid.

Clause 38 : Fair Wage Clause :

- (a) The Contractor shall pay not less than fair wages/minimum wages to laborers engaged by him on the work as revised from time to time by the RHB but the RHB shall not be liable to pay anything extra for it except as stipulated in price escalation clause (Clause 45) of the agreement.
Explanation: "Fair Wage" means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract of the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged by his sub-contractors in connection with the said work as if the laborers have been immediately or directly employed by him.
- (c) In respect of all laborers, immediately or directly employed on the work, for the purpose of contractor's part of this agreement, the Contractor shall comply with or case to be completed with the Public work Department Contract's Labour Regulation made, or that may be made by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of like nature.
- (d) The Engineer-in-charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the works or workers, non-payment of wages or of deduction made therefore, 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 RHB the Contractor shall be primarily liable for all payments to be made and for the observance of the regulation aforesaid, without prejudice to his right to claim indemnity from his sub-contractors.

- (f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

Clause 39: Contractor to engage technical staff :

The Contractor shall engage the technical staff, as follows, on the contract works.

- (a) For works costing Rs. 100 lac and above –One Graduate Engineer.
 - (b) For works Costing between Rs. 50 lac to Rs. 100 lac-One qualified Diploma holder having experiences of not less than 3 years.
 - (c) For works costing between Rs. 15 lac and Rs. 50 lac- One qualified Diploma Holder.
- The technical staff should be available at site, whenever required by Engineer-in charge to take instruction.

Clause 39 A:

The contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the rules and Orders issued, there under, from time to time. If he fails to do so, i.e. failure will be breach of contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause : 40 Safety Code:

The contractor shall follow the safety code of the department.

Clause : 41 Near Relatives barred from tendering:

The contractor shall not be permitted to tender for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Dy. Housing Commissioner and Project Engineer Sr. (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 Board. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of Contractors of the Board. If such fact is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money, shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered contractor on the same rates as per rules.

Note:- By the term, "near relative" is meant wife, husband and grand parents, children and grand children, brother and sister, uncles and cousins and their corresponding in – laws.

Clause 42: Retired Gazetted Officers barred for 2 years:

No Engineer of Gazetted rank or other Gazetted Officer, employed Engineering or administrative duties in an Engineering Cader/wing of the Board is allowed to work as a Contractor for a period of 2 years of his retirement from Board service without prior permission of Board. The contract is liable to be cancelled, if either the contractor or any his employee is found, at any time, to be such a person, who had not obtained the permission of Board, as aforesaid, before submission of the tender of engagement in the Contractor's service, as the case may be.

Clause 43: Quality Control:

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

Clause 43 A:

The work (whether fully constructed or not) and all materials, machines, tools and plant, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the Contractor until the work has been delivered to the Engineer-in charge, and a certificate from him, to the effect obtained.

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the legal heirs of the Contractor or the Chief Engineer or duly authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 44 : Death of Contractor

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the legal heirs of the Contractor or the Chief Engineer or duly authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 45 : Price variation Clause :

If, during the progress of the contract of values exceeding Rs. 50 lac (accepted tendered amount minus cost of material supplied by the Board) and where stipulated completion period is more than 3 months (both the conditions should be fulfilled), the price, of any materials/bitumen/diesel/petrol/cement and steel incorporated in the works (not being materials to be supplied by the Board) and/ or wages of labour increases or decreases, as compared to the price and/ or wages prevailing at the date of opening of tender or date of negotiations for the work, the amount payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those material supplied by the Board) labor/bitumen/ diesel/petrol/cement and steel. If negotiated rates have been accepted; prices as on the date of negotiation shall be considered for price adjustment. Similarly, if rates received on the date of opening of tenders have been accepted, then prices on the date of opening of tender shall be considered for price adjustment.

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

(A) **Labour:**

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

V_L = 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 excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

I_{L0} = The average consumer price index for industrial workers (whole-sale price) for the quarter in which tender were opened/ negotiated (as Published in Reserve Bank of India Journal/Labour Bureau Simla, for the area).

I_{L1} = The average consumer price index for industrial workers (whole-Sale prices) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal/ Labour Bureau Simla, for the area).

P_L = Percentage of labour components.

Note:- In case of revision of minimum wages by the Government or other competent authority, noting extra would be payable except the price escalation permissible under this clause.

(B) **Material** (excluding material supplied by the Department/Board.)

$$V_M = 0.75 \times \frac{P_M}{100} \times R \frac{(L_{M1} - L_{M0})}{L_{M0}}$$

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

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

L_{M0} = The average wholesale price index (all commodities) for the quarter in which tender were opened/ negotiated (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries for the area.).

L_{M1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal/Economic Adviser to Government of India, Ministry of Industries for the area.).

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

(C) **Bitumen:**

$$V_b = 0.85 \times \frac{P_b}{100} \times R \frac{(B_1 - B_0)}{B_0}$$

V_b = Increase or decrease in the cost during the quarter under consideration due to change in the rate of bitumen..

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

B_0 = The Official retail price of bitumen at the IOC depot it nearest center on the day 28 days prior to date of opening of Bids.

B_1 = The official retail price of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.

P_b = Percentage of bitumen component of the work.

(D) **Petroleum :**

$$V_f = 0.75 \times \frac{P_f}{100} \times R \frac{(F_1 - F_0)}{F_0}$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to change in the rates for fuel and lubricants.

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

F_0 = The average wholesale price Index of High Speed Diesel (HSD) as published by the Economic Adviser to the Government of India, Ministry of Industry on the day of opening at tender/negotiations.

F_1 = The average wholesale price index of H.S.D. for the quarter under consideration as published weekly by the Economic Adviser to the Government of India, Ministry of Industry for the quarter under consideration.

P_f = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department/Board (Specified in the sanctioned estimate for the work)

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

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

(E) **Cement**

$$V_c = 0.75 \times \frac{P_c}{100} \times R \frac{(L_{c1} - L_{c0})}{L_{c0}}$$

- V_c = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of cement.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department/Board and excluding other items as mentioned in this clause.
- L_{CO} = The average wholesale price Index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser of Government of India, Ministry of Industries).
- L_{CI} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the Government of India, Ministry of Industry).
- P_c = Percentage of cement components (excluding fuel and lubricant supplied by the Department/Board).

(F) Steel

$$V_s = 0.75 \times \frac{P_s}{100} \times R \times \frac{(L_{s1} - L_{s0})}{L_{s0}}$$

- V_s = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of steel.
- R = The value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department/Board and excluding other items as mentioned in this clause.
- L_{s0} = The average wholesale price Index for the quarter in which tenders were opened/negotiated (as published by the Economic Adviser to Government/Board of India, Ministry of Industries).
- L_{s1} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to the Government/Board of India, Ministry of Industry).
- P_s = Percentage of steel components (excluding steel supplied by the Department/Board)

Clause 45 A : Price Variation In installation of elevators, supply/ installation of Centrally Air Conditioning and Central Evaporation cooling works.

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

$$P = \frac{P_o}{100} \left(15 + 55 \frac{MP}{MP_o} + 15 \frac{Wo(D)}{Wo} + 15 \frac{Wo(I)}{Wo} \right)$$

Where :

- P = Price payable as adjusted in accordance with the price variation formula.
- P_o = Price quoted/confirmed
- M_{Po} = Wholesale Prices Index number for metal products as published by the office of the Economic Adviser, Ministry of industry, government of India, in their weekly bulletin, Revised index number of wholesale Price (base 1981-82=100) for the week ending first Saturday of the relevant calendar month, the relevant month shall be that in which price was offered or negotiated whichever is later.
The above index number M_{Po} & W_o are those published by IEEMA as prevailing on the first working day of the calendar month Four month prior to the date of tendering.
- W_o = All India Average Consumer price index number for industrial Workers (Base:1982=100), as published by labour Bureau, ministry of labour, Government of India, for relevant calendar Month. The relevant Month shall be that in which price was offered or negotiated whichever is later.
- M_p = Wholesale price Index number of Metal products as published by the office of Economic Adviser, Ministry of Industry, government of India, In their weekly bulletin Revised Index Number of wholesale price (Base:1981-82 =100). The applicable wholesale price index Number for Metal products as prevailing on 1st Saturday of the Month covering the date FOUR months prior to the date of delivery and would be as published by IEEMA.
- $W_o(1)$ = All India Average Consumer Price Index Number for Industrial workers (Base : 1982 = 100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/progress parts of installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The date of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested. In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-Charge which shall be final.
- Note- 1 The Wholesale Price Index Number for Metal Products is published weekly by the office of the Economic Adviser, but if there are changes, that same are incorporated in the issue appearing in the following week. For the purpose of this price variation Clause, the final index figures shall apply.
- Note -2 The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.
- Note -3 The indices MP & W_o are regularly published by IEEMA in monthly basic price circulars based information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA Circulars will be shown as evidence, if required.

General Conditions for admissibility or Escalation

1. The exact percentage of labour/material excluding materials to be supplied by the department/bitumen/diesel and petrol, cement & steel component and labour for the work shall be approved by the authority while sanctioning the detailed Estimates.
2. The break-up of components of labour/materials (excluding materials as to be supplied by the department)/bitumen/diesel and petrol, cement, steel as indicated in Clause 45 have been pre-determined as below:

a) Labour.....	Percent
b) Material.....	Percent
c) Bitumen.....	Percent
d) Diesel and Petrol.....	Percent
e) Cement.....	Percent
f) Steel.....	
.....	
Total.....	100%
3. While allowing price escalation the following shall be deducted from the value of work done (R) : (a) Cost of material supplied by the Board (b) Cost of service rendered as per clause 34. (C) of Secured Advance/any advance added earlier but deducted agreed rates.
4. The first statement of escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement, cost of work done during every quarter shall be taken into account. At the completion of work done during the last quarter of fraction there of, shall be the taken into account.
5. For the purpose of reckoning the work done during any period, the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement Book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion, and finally recorded by the competent authority in the Measurement book shall be the criterion.
6. The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only for the work that is carried out within the stipulated time of extension thereof, as are not attributable to the contractor.
8. If during the progress in respect of contract works stipulated to cost Rs. 50 Lac or less the value of work actually done excluding cost of material supplied by the Board exceed Rs. 50 Lac. And completion period is more than 3 Months, then escalation would be payable only in respect for values of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 3 month or less but actual period of execution excess beyond 3 months on account of reasons not attributable to contractor, escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be nationally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein shall be entertained.
12. If the period of completion, period attributable to RHB exceeds three month but cost does not exceeds more than Rs. 50 lac no escalation is admissible.
13. Similarly, if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to Board is less than 3 month, no escalation is admissible.
14. No Provisional escalation is payable on the basis of indices of the previous quarter in absence of non publication of indices for concerned quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement both the condition (completion period 3 month and amount of work Rs. 50 lac) for admissibility of Price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to RHB, both the conditions become fulfilled, in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lac and in period of work beyond 3 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other document as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorized representative of Board and further shall at the request of the Engineer-in charge furnish, Verified in such a manner as the Engineer-in charge may required any documents so kept and such other information as the Engineer in charge may require.

Clause 46 : Force Majeure :

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

Clause 47 : General Discrepancies and errors:

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

Clause 48 : Post payment Audit & Technical Examination :

The Government/RHB shall have right to cause and audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstracted etc., to be made within 2 years after payment of the final bill and if, as a result of such audit and technical examination, any sum is found to have been over paid in respect of any work done by the Contractor under the contract/or any work claimed by him to have been done by him under the contract and found not to have been executed below specification, the Contractor shall be liable to refund the amount of over payment., and it shall be lawful for Board 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 Board. to the Contractor.

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

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

Clause 48 B: Check Measurements:

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

Clause 49 : Dismantled Materials:

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

Clause 50: Recovery from Contractors:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Board shall be entitled to recover such sum by appropriating in part or whole of the Performance Guarantee and/or Security Deposit. Security Deposit at the time of enlistment of the Contractor. In the event of the security being insufficient, or if no security has been taken, thereafter, may become due to the Contractor, under this or any other contract with the Chairman, RHB. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Board on demand the balance remaining dues.

The Board shall, further, have the right to effect such recoveries under Public Demand Recover Act.

Clause 51 : Jurisdiction of Court :

In the event of any dispute arising between the parties hereto, in respect of any of the matters comprised in the agreement, the same shall be settled by a competent court having jurisdiction over the place, where agreement is executed any by no other court after completion of proceedings under Clause 20 of this contract.

**Schedule of Materials to be supplied by the Department, if available
(Referred to in Clause 10)**

[illegible]

Schedule of Machinery/T & to be supplied by the Board

The following Machinery/T & P shall be supplied by the Board, if available, to the Contractor or their as per "Rules of the RHB for supply for machinery and T & P to the Contractor on higher. (Refereed to In Clause 10 C)

Sr. No.	Item	Rate	Place of Delivery/ Return