

**Imported store articles is to be obtained from Corporation**

**Clause 24.**

The contractor shall obtain from the stores of the Corporation all imported store articles, which may be required for the work or any part thereof or in making up articles required thereof or in connection therewith; unless he has obtained permission in writing from the Unit Head to obtain such stores and articles from elsewhere. The value of such stores and articles as may be supplied to the contract or by the Unit Head will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule, they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

**Lump Sum in Estimate**

**Clause 25.**

When the estimate on which a tender is made includes lump sum in respect of parts of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates 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 Unit Head capable of measurement, the Unit Head may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Unit Head shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.

**Action where no Specifications**

**Clause 26.**

In case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the detailed specification of Rajasthan PWD ( B & R ) and also in accordance with the instructions and requirement of Unit Head.

**Defination of work**

**Clause 27.**

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

**Clause 27 A.**

The term 'Unit Head' means the Sr. DGM/SRM/RM/P.M./P.O. (whoever is concern) who shall supervise and be incharge of the work and who shall sign the contract on behalf of Corporation.

**Clause 28.**

It cannot be guaranted that 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 the work are delayed.

**Payment at reduced rates on account of items of work not accepted and completed to be at the discretion of the Unit Head**

**Clause 29.**

The rates for several items of work estimated to cost more than Rs. 1000/- agreed within will be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In case where the items of work are not accepted as so completed the Unit Head may make payment on account of such items as such reduced rates as he may consider reasonable in the preparation of final or on account bills and his decision in the matter shall be final and binding.

<b>Payment at part rates</b>	<p><b>Clause 29 A.</b> The rates for several items of work may be paid at part rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Unit Head.</p>
<b>Contractors Percentage whether Applied to net or Gross Amount of Bills</b>	<p><b>Clause 30.</b> The percentage referred to at tender of work (schedule 'G') of tender will be deducted/added from/to the gross amount of the bill before deducting the value of any stock issued.</p> <p><b>Clause 31</b> The contractor shall adhere to the requirements of the Workmen Compensation Act and Labour legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the Corporation as principal employer under sub-section (1) of section 12 of the said Act, on behalf of the contractor, it shall be recoverable by the Corporation from the contractor under sub-section (2) of the said section. such compensation shall be recovered in the manner laid down in clauses 1 of the condition of contract.</p>
<b>Withdrawal of portion of work</b>	<p><b>Clause 32</b> If the Unit Head shall at any time, and for any reasons whatever, think any portion of the work, should not be executed or should be withdrawn from the contractor, he may by notice in writing to that effect, require the contractor not to execute the portion of 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.</p> <p><b>Clause 33.</b> The contractor includes clearance, levelling and dressing of site within a distance of 15 meters of the building on all sides except where the building adjoins another building.</p>
<b>Protection of special type of Material</b>	<p><b>Clause 34.</b> The contractor shall arrange to protect at his own cost in an adequate manner all cut stone work and other work requiring protection and to maintain such protection as long as work on the building is in progress. He shall remove and replace this protection as required by the Unit Head 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.</p> <p>All templates, forms, module, centering, falls works and models which in the opinion of the Unit Head are necessary for the proper and workman like execution of the work shall be provided by the contractor free of cost.</p> <p><b>Clause 35.</b> If the progress of the work has fallen so much in arrears as to prevent other contractors on the work from carrying out their part of the work, within the stipulated time, he will be liable for the settlement of any claim put in by any of these contractors for the expenses of keeping his labour unemployed, to the extent considered reasonable by the Unit Head.</p>

**Tax and other liabilities**

**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 after connections necessary for the execution of work and the cost of water consumed and hire charges of meters and the costs of electricity consumed in connection with the execution of work shall be paid by the contractor, except where otherwise specifically indicated.

**Clause 36 C**

The Sales tax, royalty or other tax on materials issued in the process of fulfilling contract payable to the Government under rules in force will be paid by the contractor himself.

**Period of defect liability & Maintenance**

**Clause 37.**

The security deposits will be refunded after the expiry of the period as prescribed below:

- (a) In case of contract relating to hiring of trucks and other T & P transportation including loading, unloading of materials; the amount of security deposit is refundable alongwith final bill.
- (b) Supplies of material : As per provisions of prevailing rules of Corporation from time to time.
- (c) Original Works / Special repairs Renewal Works : 6 months for work below Rs. 5.00 lacs, 12 months for works above Rs. 5.00 lacs upto Rs. 25.00 lacs, 3 years for work above Rs. 25.00 lacs upto Rs. 100.00 lacs and 5 years for work above Rs. 100.00 lacs after completion, except in case of works such as building works, road bridge works drain, cross drainage works etc. where security deposits will be refunded after completion or expiry of one full rainy season (July to September) or after expiry of defect liability & maintenance period whichever is later, provided the final bill has been paid.

**Fair wage clause**

**Clause 38 A.**

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

**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 labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers has been immediately or directly employed by him.
- (c) In respect of all labourers immediately or directly employed on the work for the purpose of contractor part of this agreement the contractor shall comply with or cause to be complied with " The Public Works Department Contract Regulations"

made or that may be made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and un-authorized deductions, maintenance of wages register, wage card, publication of scale or wages and other terms of employment, Inspection and submission of periodical return and all other matters of a like nature.

- (d) The Unit Head 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-fulfilment of the conditions of the contract for the benefit of the worker or workers, non-payment of wages or of deductions made there from 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 Corporation the contractor shall be primarily liable for all payment to be made and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be breach of the contract.

**Clause 39**

The contractor has to engage the technical staff as follows on the work :

- (a) For works costing Rs. 7 to 25 lacs one qualified Diploma holder.
- (b) For works costing more than Rs. 25 lacs one qualified Degree holder Engineer.

**Clause 40.**

**Safety Code :**

The contractor shall follow the safety code of the PWD Rajasthan.

**Clause 41**

The contractor shall not be permitted to tender for works in unit in which his near relative is posted as Corporation Employee. He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any official / employee in the Corporation. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Corporation.

**Note :**

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

**Clause 42**

No Engineer of Officer Rank or other officer employed in Engineering or Administrative duties in an Engineering Department if the Corporation is allowed to work as a contractor for a period of 2 years of his retirement from Corporation service without the previous permission of Corporation. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Corporation as aforesaid, before submission of the tender or engagement in the contractor service as the case may be.

