

**OFFICE OF THE EXECUTIVE ENGINEER, R.V.S.K.V.V., GWALIOR**

**RAJMATA VIJAYARAJE SCINDIA KRISHI VISHWA VIDHYALA GWALIOR (M.P.)**

**LUMP SUM TENDER IN FORM 'F' (TURNKEY BASIS)**

**R.V.S. KRISHI VISHWA VIDYALAYA, GWALIOR**



***CONSTRUCTION OF SOIL LIBRARY BUILDING AND FACULTY ROOMS IN AGRICULTURE COLLEGE GWALIOR USING PREFABRICATED TECHNOLOGY WITH EITHER CONTINUOUS PU SANDWICH PANEL OR SOLID CEMENT BOARD FOAM CONCRETE SANDWICH PANEL***

**OFFICE OF THE EXECUTIVE ENGINEER, RVSKVV GWALIOR  
RACE COURSE ROAD GWALIOR, M.P. –**

**DETAILED NOTICE INVITING TENDER -**

**No. E.E. / Tender / 2011-12 /Gwalior /888**

**Date: 15 /12/2011**

1- Sealed **Lump sum** Tender in form 'F' (**Turnkey basis**) in three covers system are invited from the eligible manufacturers/reputed firms on behalf of R.V.S.K.V.V., Gwalior by Executive Engineer, RVSKVV, Race Course Road, Gwalior (MP) on or before **15/12/2011 upto 3.00 PM** in the office of the Executive Engineer, Race Course Road, Gwalior (MP) for **Construction of Soil Library Building and faculty rooms in Agriculture College Gwalior using Prefabricated Technology with either continuous PU Sandwich Panel or Solid cement board foam concrete Sandwich Panel with complete in all respect as per enclosed concept drawing** including Water Supply, Sanitary Fitting & Electrification at various places in Madhya Pradesh as per details mentioned in scope of work.

S. No	Name of work	Cost of construction as estimated by deptt. (to be treated as PAC) (Rs. In lakhs)	Earnest Money ( in Rs.)	Cost of Tender Document ( in Rs.)	Time Period (including Rainy season)
1	2	3	4	5	6
1	Soil Library Building at places of BC Soil areas (with provision of pile foundation & RCC floor slab) Each at Indore, Khargone, Sehore & Khandwa.	33.60	67200.00	5000.00	3 months
2	Soil Library Building in places of hard Soil areas (with provision of open foundation ) at Gwalior / Morena	22.50	45000.00	2000.00	3 months
3	Construction Of Faculty Rooms & Meeting Hall on first Floor of Agriculture college Building at Gwalior	74.50	149000.00	10000.00	3 months

*Last Date of issue/download of tender form from website [www.rvskvv.nic.in](http://www.rvskvv.nic.in)- 31/12/2011 up to 5:30 P.M.*

*Last Date of receipt of tender form by Registered / Speed Post- 04/01/2012 up to 5:30 P.M.*

*Date and time of opening of tender (Technical Bid)- 05/01/2012 at 3:00 P.M*

*Date and time of opening of Financial Bid- After a Weeks time from 05/01/2012*

*(Separate Communication will be sent)*

The tender documents and eligibility criteria with full and further detail of above works can be downloaded from university website [www.rvskvv.nic.in](http://www.rvskvv.nic.in)

The cost of the tender document should be paid in form of DD in favour of Executive Engineer R.V.S.K.V.V., Gwalior in separate envelope mentioning "cost of tender farm".

The R.V.S.K.V.V., reserves the right to reject any or all tenders without assigning any reasons there of, University will not responsible for any postal delay.

The tender forms shall be considered for qualification of only those firms/contractors who fulfills the following criteria-

- (A) Execution of similar single work of value not less than Rs 50.00 lacks for any Govt./Semi Govt./Private Sector. The certificate to this effect shall only be accepted if issued by an officer not below the rank of Executive Engineer. In case of Private sector work the actual site photographs along with certificates issued by competent authorities shall be submitted.
- (B) Should have an average annual financial turnover of similar work of Rs. 500 lakhs during the last five year. The contractor shall submit the Audited balance sheet & T.D.S. certificate in support of his claim.
- (C) The intending firm shall not be a loss making firm in two consecutive years in last three years
- (D) The firm shall have completed at least 05 similar buildings with prefabricated technology of which the tender is called for certificate is this effect shall be submitted along with technical bid.
- (E) Should have revenue solvency / current bank solvency certificate of Rs. 50 lakhs not letter than 12 months old.

**Note: -** 1. The following document must be submitted with tender form on due date of submission.

(a) Valid Registration (b) Current income tax clearance certificate/PAN card (c) Bank Solvency which is not older than 12 months (d) Experience Certificate (e) List of work in hand (f) TIN No.

#### **SUBMISSION PROCEDURE:-**

The proposal will be submitted in two separate sealed envelopes viz envelopes (I) cost of tender form, earnest money, certificate of eligibility and pre-qualification documents (II) prize bid. Both the envelopes should be marked neatly as **PREQUALIFICATION BID** and **Prize Bid** separately. These two envelopes shall be put in a larger envelope and sent to E.E. R.V.S.K.V.V., Gwalior.

*Last Date of issue/download of tender farm from website [www.rvskvv.nic.in](http://www.rvskvv.nic.in)- 31/12/2011 up to 5:30 P.M.*

*Last Date of receipt of tender farm by Registered / Speed Post- 04/01/2012 up to 5:30 P.M.*

*Date and time of opening of tender (Technical Bid)- 05/01/2012 at 3:00 P.M*

*Date and time of opening of Financial Bid- After a Weeks time from 05/01/2012  
(Separate Communication will be sent*

The prequalification bid of the tenders shall be opened on **05/01/2012 at 03:00 P.M.** in the presence of tenderers.

The prize bid of the tender shall be opened after a weeks time only from tenderer qualified for the work for opening will be sent after evaluation of pre-qualification documents separate communication .

The tender documents of above works can be downloaded from university website

[www.rvskvv.nic.in](http://www.rvskvv.nic.in) and the cost of the tender document should be paid at the time of submission of the tender.

- 1.2 No two or more concerns in which an individual is interested as a proprietor and / as a partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
- 1.3 In case of a Joint Venture /Association of two or more firms, the proposal shall be accompanied by a certified Copy of the legal Memorandum of Understanding (MOU), signed by all firms of the Joint Venture/Association.

It is expected that most experienced firms of the Joint Venture/Association will act as a lead firm representing the Joint Venture/Association. **The lead partner should have at least 50% share in the Joint Venture.** Other partners should not have less than 25% share and also fulfill the qualifying criteria to that extent. The duties, responsibilities and powers of such lead firm shall be specifically included in the MOU/agreement. **Their experience will be evaluated in the same proportions.** It is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Joint Venture/Association. Joint venture information should be given in **Annexure-J**. All the JV partners shall be jointly and severally responsible for all contractual liabilities. If under Joint venture the tender is submitted any of the firm under JV should qualify registration criteria.

The contractor shall have to sign an MOU with their J.V.partners wherein it should mention clearly the role of each partner on 100 Rupees stamp paper. The copy of the same shall be submitted along with the tender documents. No change in the partners shall be allowed without the written consent of Executive Engineer, RVSKVV,Gwalior. M.P.

Bid shall be signed so as to legally bind all the partners, jointly and severally, and every bid shall be submitted with a copy of the joint venture agreement.

- 1.4 TENDER document consisting of qualifications, information and eligibility criteria of tenderer, plans, specifications, drawings, guiding schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the tenderer can be seen in the office of the Executive Engineer, RVSKVV , Race Course Road, Gwalior (MP) on any working day during office hours before the last date for the submission of the tenders
- 1.5 The tender documents and eligibility criteria with full and further detail of above works can be downloaded from university website [www.rvskvv.nic.in](http://www.rvskvv.nic.in)  
The cost of the tender document should be paid in form of DD in favour of Executive Engineer R.V.S.K.V.V., Gwalior in separate envelope mentioning “cost of tender farm”.  
The R.V.S.K.V.V., reserves the right to reject any or all tenders without assigning any reasons there of, University will not responsible for any postal delay The Demand Draft of any scheduled commercial bank payable on its local branch in favour of the Executive Engineer, RVSKVV , Race Course Road, Gwalior (MP) in acceptable.

## 2- **RATES :-**

### 2.1 **Concept Drawings & Scope of Work :**

The drawings enclosed in the TENDER are scope drawings. Drawings having plinth area 60 sq.m. for soil library building and 950 sq.m. for faculty room constructions are intended to give the tenderer an idea of work involved. These drawings are only indicative and for use prior to tendering only. They indicate general layouts only. However, the actual location distances shall be governed by field conditions. The bidder shall check at his own and all the drawings of connected utilities, so as to avoid possible conflict. Any discrepancies found in the drawings and the field conditions shall be immediately brought to the notice of the Engineer in-charge for decision. The Concept drawing on which work to be executed is enclosed as **Annexure- A**.

The work include **Construction of Soil Library Building using Prefabricated Technology with either continuous PU Sandwich Panel or Solid cement board foam concrete Sandwich Panel with complete in all respect as per enclosed concept drawing** including Water Supply, Sanitary Fitting & Electrification at various places in Madhya Pradesh as per details mentioned in scope of work.

### 2.2 **Lump sum Tender Rates (Turnkey basis)**

2.2.1 Lump sum contract value on turn key basis, on tenderers own design, based on concept drawing provided by department should be expressed at appropriate place on the financial tender both in words and figures in such a way that interpolation is not possible and all incorrect words should be neatly scored out and rewritten and the corrections should be duly attested prior to the submission of tender.

2.2.2 The rates quoted in the tender shall be for the finished items of complete work on turnkey basis. This shall include all charges required for laborers, materials, storage of materials, transportation of materials and equipment. Water and meter charges, temporary accommodation and plumbing works for laborers, tools and plants, making out and cleaning of the site, curing of various items of the work where cement has been used by keeping them constantly moist for such periods as stated in the relevant specifications and to do all things necessary to provide complete finished items of work in consistent with the drawing & design of tender inclusive of sales tax, Vat or other duties or fees levied by any government, public or local bodies.

2.2.3 Tenders not specifying contract value in words their offer shall, summarily, be rejected.

2.2.4 If the contract value quoted by the tenderer differs in words and figures, the lower of the two shall be considered.

2.3 **Lead and lift of water** - No lead and lift for water shall be payable.

2.4 **Lead and lift of material**- No lead and lift for material shall be payable.

2.5 Tenderer has to arrange his own power supply for construction work. If it is provided by the Department suitable deduction shall be made from the bill as worked out as per prevailing tariff.

2.6 **Extra Items** - For any extra items, the contractor shall carry out the work as per the instructions of the Engineer In-Charge. The rates for such items shall be worked out by the engineer in-charge considering all the aspects, which shall be binding to the tenderer.

- 2.7 Before tendering the tenderer shall visit the site on his own and also carefully examine all aspects in relation to work and tender. If any ambiguity or discrepancy is found, he shall refer to the Engineer in Charge. The submission of the tender shall be regarded as signifying acceptance of the tenderer for the instruction specifications conditions of the contract.
- 2.8 The tenderer shall make his own necessary arrangements for loading/unloading and transportation of the building components at the suitable place on site. The tenderer shall remain solely responsible for making the arrangement for watch and ward of the component and other construction materials at his own cost.
- 2.9 The tenderer, if required by the department shall have to submit detailed computation and break-ups of cost to arrive to figures of overall costs.
- 2.10 The time of completion of job is essence to this contract. The contractor is therefore, requested to complete the job in the stipulated time. In case of any deviation with respect to time or specification, the same shall be decided as per relevant clause of the agreement.
- 2.11 The contractor shall be entitled to receive payment intermittently on the basis of the actual work executed approved/certified by the Engineer in charge subject to deductions as mentioned in payment schedule given in agreement as **Annexure- H**.
- 2.12 The contractor shall be responsible for making good any defect which may be observed during defect liability period after handing over the premises into beneficiary use expeditiously and in accordance with good industry practice. In case contractor fails to do so, the same would be got done at his Risk & cost. The extra cost incurred on completion of above defective work will be solely recoverable from the various deposits and dues of the contractor and in case of shortfall through Arrears of Land Revenue.

### 3. **SUBMISSION OF TENDER :-**

#### 3.1 **Technical Qualification**

The firms will be first declared eligible on the basis of the Technical Evaluation carried out by on the basis of technical bid submitted in envelope B.

- 3.2 **Earnest Money Deposit** - The applicant shall have to deposit an earnest money deposit of amount specified in the Data Sheet, in the form of FDR of any Nationalized Bank/Scheduled Bank in favour the mentioned in the Data Sheet in envelope A. This should be kept in a separate envelop, if EMD is not found proper then the proposal shall be treated as non responsive and shall not be evaluated further and hence shall be rejected.

- 3.3 **Adjustment of Earnest Money** - Earnest money, which has been deposited for a particular work, will not ordinarily be adjusted towards the earnest money for another work. But if the tender of a tenderer for a work in the same division has been rejected and the earnest money has not been refunded though it was due for refund, it may be adjusted against this work by prior approval of the Executive Engineer, RVSKVV , Race Course Road, Gwalior (MP).

#### 3.4 **Implication of Submission of Tender –**

Tenderers are advised to visit site sufficiently in advance of the date fixed for submission of the tenders. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site, quarries etc. whether he inspects them or not.

**3.5 Submission of Tender** - Submission of tender implies that the tenderer has read the tender notice, conditions of tender and all other contract documents and made himself aware of the standards, specifications of the work to be done and the specifications as laid down for Building works with Prefab technology. The tenderer should satisfy himself regarding the suitability and availability of site of work etc. as also the suitability and availability of the material at the quarries. The responsibility of opening new quarries, construction and maintenance of approaches thereto shall lie wholly with the contractor.

Tenders in three envelopes system shall have been delivered to **The Executive Engineer, RVSKVV, Race Course Road, Gwalior (MP) till Date 04/01/2012 upto 05:30 P.M.** by registered A.D. only. If the office happens to be closed on the due date of receipt of the tenders as specified, the same will be received on the next working day at the same time and venue.

Three envelopes as mentioned below shall be kept in a large outer envelope, which shall also be sealed. Name of the work and due date of receipt of tenders shall be prominently written on the outer envelope.

- (a) **1<sup>st</sup> envelope "A" containing the Earnest Money Deposit.**
- (b) **2<sup>nd</sup> envelope "B" containing the Technical Bid and Work Experience**
- (c) **3<sup>rd</sup> envelope "C" containing the Financial Tender and terms and conditions of agreement. No additional conditions other than mentioned in form F shall be entertained.**

**3.6 Validity of Tender** - Tender shall remain valid upto 120 days from the date of submission of tender and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever, earnest money deposited with the tender shall be forfeited by the Executive Engineer.

**3.7 Relationship** - A tenderer shall not be permitted to tender for works in (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity in the grade of Executive Engineer. A list showing the names of the persons who are working with the contractor and are near relatives to any Gazetted Officer in the Public Works Department should also be appended to the tender. He should also intimate to the Executive Engineer the names of subsequently employed persons who are near relatives to any Gazetted Officer in the Public Works Department or Divisional Accountant in the Division. Any breach of this condition by the tenderer would render him to be debarred from tendering in future.

*Note: The term "near relative" means, wife, husband, parents, son, grandson, brothers, sisters, brother-in-law, father-in-law and mother-in-law.*

**3.8 The tender for the work** - shall be witnessed. Failure to observe this condition shall render the tender liable for rejection.

**3.9 Unsealed Tender** - The tender shall be returned unopened to the tenderer if not properly sealed.

#### **4- OPENING AND ACCEPTANCE OF TENDERS :-**

**4.1 Place and Time of Opening** - The tenders shall be opened at the time and place, mentioned in the Data Sheet, by the Executive Engineer ,RVSKVV, Gwalior in the presence of the tenderers or their duly authorized representatives who may choose to be present.

The envelopes containing EMD and Technical Bid will be opened in the office of Executive Engineer PIU Gwalior on 05/01/2012 at 3.30 P.M. If the office happens to be closed on the date of opening of the technical qualification as specified, the tenders will be opened on the next working day at the same time and venue.

Envelopes for tender documents shall be opened in the following order:-

- (i) Envelope containing earnest money deposit. If the earnest money deposit is not found in the mode prescribed in clause 3.2 of NIT the envelopes containing Technical/financial tender shall be returned unopened to the tenderer or kept unopened in absence of tenderer.
- (ii) Envelope containing Technical bid and work experience shall be opened after the EMD is found in order and the same shall be evaluated as per work experience and financial criteria spelt out in NIT
- (iii) Financial tenders of the eligible tenderers after scrutiny of technical bid shall be opened at **The Office of Executive Engineer, RVSKVV, Gwalior** within a weeks time in the presence of tenderers or their authorized representatives who may choose to be present and the communication to this effect shall be sent to all eligible bidders after technical evaluation.

**4.2 Powers of Executive Engineer** - The Executive Engineer does not bind himself to accept or recommend for the acceptance by the competent authority, the lowest or any tender or to give any reason for his decision.

**4.3 Conditional Tender** - Conditional tenders are liable to be rejected.

**4.4 Canvassing** - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the M.P. Vinirdishta Bhrashta Acharan Nivaran Vidheyak, 1982 and Rules 1988.

**4.5 Refund of Earnest Money Deposit** - The Earnest Money of the unsuccessful tenderers except L-2 shall be refunded to tenderer as decided by Executive Engineer within a reasonable time. The Earnest Money of the bidder found L-2 shall only be refunded to him after signing of agreement by L-1.

## 5- SPECIFICATIONS :-

- 5.1 **Material of Construction** - *The materials of construction to be used in the work shall be governed by the provision of the National Building Code of India, 2010 and the relevant Indian Standard Specifications with amendments and revisions issued up to the date of tender notice.*
- 5.2 **Workmanship** - The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer in respect of workmanship will be final.
- 5.3 **Specification for Building Works** - (including water supply and sanitary fittings).
- 5.3.1 The contractor shall execute the work in conformity with the standards and procedure laid down in the National Building code of India, 2010 and as per C.P.W.D. specification or specifications in force or special specification whenever enclosed separately, and in accordance with the approved drawing.
- 5.3.2 **Concrete** - All concrete shall be mixed in concrete mixers and compacted by mechanical Vibrators. Slump test shall be carried out during Concreting and sample test-cubes prepared and tested in due course. The testing will be carried out by the Department. The results of the tests shall conform with the required standard and if the Engineer-in-Charge considers that a structural test is necessary, the same shall be carried out as per instruction by the Engineer-in-Charge at the contractor's expenses and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particulars portion of work which has given unsatisfactory test result.
- 5.3.3. All timber used in the wood-work for all new works must be properly seasoned. In case of important Building mechanical seasoning should be done in good seasoning Plant. In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense but no certificate is required where no additional rate is paid.
- 5.3.5 **Maintenance of Roofs** - Subject to the provision in the agreements, it will be the responsibility of the contractor to see that the Building does not leak during the period of **Five Consecutive years** after its completion and he will make good and replace all the defective work on this account.
- 5.4 **Specification of Electrical Works**
- 5.4.1 The works will be carried out as per the approved drawing and as directed by the **Engineer in charge** The work will be governed by 'General Specifications' for the Electrical works in Government Building in Madhya Pradesh in force from 1972 and IS – Specification.
- 5.4.2 All samples of electrical accessories should be got approved from the Engineer-in-Charge. The Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them.
- 5.4.3 The period of testing **will be 24 months after completion of work.**

5.4.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tube light fixture is made by the tenderer, as mentioned in the attached schedule.

5.4.5 The contractor should submit wiring diagram on tracing cloth showing the point position of switch, length of point, position of D.B. and main switch circuit no in which points fall at the time of final bill. Otherwise deduction of 1/2 percent (half percent) will be made from the bill.

**5.5 Contradictions Or Amendments** - In the event of contradictions between different specifications and or Codes of Practice, referred to above, the decision of the Engineer-in-Charge shall be final, subject to appeal in case of dispute before the Chief Advisor (Civil) as provided in **clause-7** of the conditions of contract.

**6- Quality Control Test -**

6.1 Quality control tests shall have to be conducted by the contractor under the supervision of the Engineer-in-charge or his authorized representatives.

6.2 The work shall not be accepted in any case, if the contractor fails to observe the instructions of the Engineer-in-Charge, regarding mandatory testing of material as specified in **Annexure - D**.

6.3 Before making any payment, it will be the responsibility of the Engineer-in-Charge to ensure that all the tests at prescribed frequencies thereof have been carried out, and found as per requirement.

6.4 If tests are not conducted to the prescribed frequency, the Engineer-in-Charge shall reject that part of the work.

**7- MISCELLANEOUS CONDITIONS :**

**7.1 Post Tender Subletting** – Subletting of components of work under the contract only up to plinth level and electrification works shall be limited to 25% of the contract price. The contractor, whose tender is accepted, may request in writing duly supported by the documents prescribed in format of technical qualification- **Annexure-C**, regarding the sub-contractor to whom the subletting is proposed. The Chief Advisor (Civil) may approve such subletting up to an amount equal to 25% of the contract price including subletting, if any, approved by the tender accepting authority.

Where such approval for subletting is granted, the contractor shall, however, not be relieved of any obligation or duty or responsibility, which he undertakes under the contract.

**7.2 Taxes** - All dues regarding taxes, including the commercial tax, labour cess, royalties and income tax on the contractor's work will be payable by the contractor up to the completion of work.

**7.3 Fair Wages** - The contractor shall pay not less than fair wages to labour engaged by him on the work (Rules enclosed vide **Annexure-E**).

- 7.4 **Works In The Vicinity** - The Executive Engineer, RVSKVV reserves the right to take up departmental work or to award work on contract to other agencies in the vicinity without prejudice to the terms of contract.
- 7.5 **Removal Of Undesired Person** -The contractor shall on receipt of the requisition from the Executive Engineer, PIU PWD, at once, remove any person employed by him on the work, who in the opinion of the Executive Engineer, RVSKVV is unsuitable or undesirable.
- 7.6 **Amount Due From Contractor** - Any amount due from the contractor on any account concerning work may be recovered from him as arrears of land revenue.
- 7.7 **Tools And Plants** - The contractor shall arrange at his own cost, tools and plant required for the proper execution of the work.
- 7.8 **Time Schedule** - The work shall be done by the contractor according to the time schedule fixed by the Engineer-in-Charge.
- 7.9 **Time Of Contract** - Time allowed for carrying out the work as entered in the Detailed Notice Inviting Tenders shall be strictly observed by the contractor and shall be reckoned as defined in **clause 13** of the conditions of the contract.
- 7.10 **Payment By Cheque** - The payment for the work done will be made by cheque and by e-payment, Bank commission charges on releasing such payments through demand draft on the request of the contractor will be borne by him for e-payment contractor to submit to his Bank details.
- 7.11 **Acceptance of Tender** - The authority competent to accept the tender reserves the right of accepting or rejecting the tender .
8. **Agreement and Work Programme :-**
- 8.1 **Execution of Agreement-** - The tenderer, whose tender has been accepted, hereinafter referred to as the contractor will execute the agreement in the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the Executive Engineer.
- Failure of the successful tenderer to comply with the above requirements shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the earnest money deposit.
- 8.2 **Construction Programme:** The contractor shall submit a detailed day-wise construction programme within **3 days** of the notice to commence the work. The programme may be reviewed and revised every week.

If progress of a crucial item of work, which is important for timely completion of work, is unsatisfactory, the Engineer-in-charge, notwithstanding that the general progress of the work is satisfactory, be entitled to take action under **Clause 13** of the contract after giving **10 days** notice

in writing to the contractor and the contractor shall have no claim for compensation for any loss sustained by him owing to such action

**9. Security Deposit –**

- (a) **Performance Security** - Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of five years and the time for completion of works plus additional security for unbalanced Bids.
- (b) Security deposit shall be deducted from the running account bills @ 5% till the amount of security deposit and performance security deposit together is equal to **10%** of the total value of work done or amount of contract whichever is more.
- (c) Security deposit to the extent of 50% shall be refunded to the contractor after 36 months from the date of issue of completion certificate after observing no defects and balance 50% after rectification of defects, if any, noticed during the Defect Liability Period and issue of “No Defect Liability Certificate” by engineer-in-charge as given in **Annexure – N**.
- (d) The Authority, may on the request of the contractor allow the replacement of the amount recovered from running bills by Demand Draft / FDR / TDR / NSC, pledged in favour of Executive Engineer RVSKVV Gwalior Or Bank Guarantee in the format given in **Annexure – L**, valid until a date 45 days from the date of expiry of the defect liability period. In case contractor furnished security deposit in the form and manner stated above in advance no deduction will be made from running bills. Bank Guarantee should either be from a local branch or Scheduled Commercial Bank and countersigned by the local branch of the Bank.

Bank guarantee for security deposit may be submitted as under,

For 50% amount valid for 36 months from the scheduled / actual date of completion, which ever is later.

For balance 50% amount – valid for 45 days from the date of expiry of defect liability period (60 months).

**10. Technical Personnel**

- (a) The contractor shall employ technical personnel as detailed in **Annexure - F** during the execution of work.
- (b) The contractor should give a certificate that the Engineers / Diploma holder Engineers are exclusively in his employment.
- (c) The retired Assistant Engineer who is holding a Diploma may be treated at par with the Graduate Engineer for the operation of this clause.

## **11 Special Condition of Tender:**

### **11.1 Defects Liability :-**

"Defect" means any item of the work not completed in accordance with the specifications as per **Clause 10** of contract agreement.

The "**Defects Liability Period**" is **Five years** calculated from the date of actual completion as mentioned in completion certificate issued by Engineer-in-Charge as per **Clause 10** of contract agreement and additional **45 days** for inspection of work by the Engineer-in-Charge.

"**No Defect Liability Certificate**" in the form appended with the conditions of contract shall be issued by the Engineer-in-Charge, after expiry of the Defect Liability Period of 5 years and additional 45 days for his inspection and upon rectification of defects, if any, by the contractor.

Performance and defect liability guarantee period of works is 60 months from the date of actual completion of work. An amount equal to 10% of final bill paid to the contractor will be kept as security during the guarantee period. Out of this 5% will be deposited at the time of agreement as performance security and 5% will be deducted as security deposit from the bills. If any kind of defect in construction work is found during the defect liability period, it would be rectified by the contractor at his own cost within 15 days from the date of notice in writing of the Engineer-in-charge. If the Contractor fails to rectify the defects within 15 days, the Engineer-in-charge shall get it repaired or rectified at the cost and risk of the contractor. The amount of the expenses on repairing or removal of such defect of the work (for which the certificate of Engineer-in-charge shall be final) shall be adjusted from the 10% amount deposited by the contractor. After **five** years during the inspection of Engineer-in-charge, if quality of construction work is found satisfactory, remaining amount of deposit shall be refundable on issue of no defect certificate from the engineer-in-charge. If amount of repairing the work and rectification of defects is in excess of the amount of security deposit, than such excess amount shall be recoverable form the other dues of the contractor or as arrears of Land Revenue.

### **11.2 Liability of contractor for maintenance after taking over of completed work:**

The contractor shall be responsible for maintenance of building during defect liability period. The maintenance include.

**11.2.1** Repairs to fixtures and fastenings of doors, windows & ventilators.

**11.2.2** Repairs to frames and shutters to doors, windows and ventilators and maintaining doors, windows operatable.

**11.2.3** Repairs and replacement of sanitary and water supply fittings and repairs to water leakage and damp in walls and joints of water supply and sanitary lines.

**11.2.4** Repairs to floors.

**11.2.5** Maintenance, Repairing or Replacement of electrical items, against only manufacturing defects, bad workmanship defective materials but not replacement of electrical lamps, tube rod and bell.

- 11.2.6** It is clarified that the maintenance liability does not include running expenses of water pumps, electrical motors or consumable articles for rendering utility services.
- 11.2.7** The complaint Book will be maintained in the specified quarter / office and the occupants / tenants will lodge their complaints in this book about necessity for above maintenance. Contractor will attend to such demand within fifteen days from date of complaint in the complaint book. If the contractor does not attend to maintenance as above, the authorized representative of the department will give registered Notice to attend the same within fifteen days from the date of notice. If the contractor still fail to attend to maintenance. The maintenance work will be carried out from the amount of security deposit retained for this purpose. The last installment of security deposit ( remaining five percent ) will be released only on production of the certificate of Executive Engineer about no defect and satisfactory maintenance of buildings and required under this clause in prescribe Format.
- 11.3** The agency is required to carry out all the necessary design work of their own and shall be responsible for any defect or shortcoming if noticed during and after execution. This includes the requisite soil investigation, relevant foundation work, fabrication, installation and commissioning of work. At every stage necessary checking /verification shall be got done by engineer-in-charge on their behalf however, entire responsibility in all way shall be that of the bidder.
- 11.4** RVSKVV reserves its right to get the design verified and approved through any other Govt. approved institution / authority / consultant of their choice and the agency shall be required to co-operate in furnishing all details required for verification and certification, if need be. In such case the charges for verification shall be borne by the bidder.
- 11.5** The agency shall be required to substantiate the offer with documentation for such works actually executed satisfactorily during last five years by them.
- 11.6** All general condition as prescribed in the tender document of the RVSKVV stands applicable, except wherever modified.
- 11.7** For the respective Items where specifications are not mentioned in the certified drawing, those specified in General Technical Specification booklet of the NBO shall apply.
- 11.8** All work shall be carried out as per general specifications & relevant I.S. standard attached separately.
- 11.9** The Agency shall be required to submit the approved Five set of drawing prior of commencement of the work. Agency shall be required to get the basic materials and finished product units tested as per direction and frequency previously approved by the engineer-in-charge.
- 11.10** It is advisable for the agency to visit each site of work before quoting – All managements & expenditure for accommodation, light (Power Supply), water, site clearance and preparation for temporary approach to site etc. shall be the responsibility of contractor and rates quoted shall include for the same. No extras overheads what so ever shall be considered by the department.
- 11.11** For the design of foundation, Soil Investigation including arriving at SBC value at every location shall be got done by the bidder and the foundation shall be designed accordingly.
- 11.12** Only the ISI mark TMT fe 415 Steel to be used shall be of TATA, SAIL, SANGHI, PARI, MALHOTRA, VIZAG, SHARDA ISPAT, ELECTRO PLUS, Electro herm PARMESHWAR (GOD) or BURNALA PLUS shall be used conforming to IS 1786.
- 11.13** Only the ISI mark OPC 43 grade cement of approved make shall be used.

- 11.14** All electrical wiring / conductors, accessories etc. shall be of copper as per relevant IS codes and Indian Electricity Rules.
- 11.15** The electrical Contractor, which is attached with the civil contractor, must have valid registration of appropriate category of Electrification work and valid license from Energy Department and Madhya Pradesh Anugyapan Mandal (Electrical) Gwalior.
- 11.16** All materials to be used shall be environment friendly.
- 11.17** All fabrication, erection and construction shall be carried out under the supervision of experienced and qualified Engineers.
- 11.18** Erection to the structure shall be taken up as per directions of Engineer – In – Charge. Any kind of failure damage injury shall be the sole responsibility of the bidder.
- 11.19** Bidding for the complete Turnkey project of all the works as per enclosed drawings **shall** be considered. No part bidding of the project shall be permitted.
- 11.20** Testing frequency of prefab product shall be proposed by the bidder and concurred by RVSKVV. Testing frequency of rest of materials shall be as per general Technical specifications of CPWD.
- 12. An affidavit shall be submitted in prescribed form (Annexure - G)**
- 13. Conditions Applicable For Contract - All the conditions of the N.I.T will be binding on the contractor in addition to the conditions of the contract in the **Tender Form – F****
- 14.** The Contractor may have to dismantle and reconstruct with his material a new structure at a new place for which dismantling charges and cost of transportation loading/unloading will be paid to the contractor as per SOR rates for these items stated in SOR of building works issued of E-in-C PWD w.e.f. 15/06/2009. The labour cost of reconstruction to new place will also be payable to contractor on rates settled by DPE as per provisions of the extra items of works described in the agreement.

Following documents annexed with this N.I.T. shall also form part of the Contract:-

1. Data Sheet
2. Annexure – **A1** Concept drawing of Soil Library  
Annexure – **A2** Concept drawing for the prefabricated Building on terrace of Agriculture collage at Gwalior
3. Annexure – **B** Approximate Schedule of Quantities  
Annexure – **B1** Construction In B.C. Soil Area  
**B2** Construction of Soil Library In other than B.C. Soil Area  
**B3** Approximate Schedule of Quantity for the prefabricated Building on terrace of Agriculture collage at Gwalior
4. Annexure – **C** GENERAL SPECIFICATIONS OF ITEMS OF WORK TO BE EXECUTED
5. Annexure – **D** Mandatory Tests and Frequency thereof.
6. Annexure – **E** Contractors Labour Regulations
7. Annexure – **F** Technical Personnel
8. Annexure – **G** Affidavit
9. Annexure – **H** Payment Schedule
10. Annexure – **I** Time Frame for execution of Work.
11. Annexure – **J** Joint Venture Data

### **Guiding Schedule of Items**

12. Annexure – **B-1** For Civil works & Electrical works. (Prevailing MPPWD, SOR)
13. Annexure – **B-2** Civil works & Electrical works. (Prevailing MPPWD, SOR)
14. Annexure – **L** Format for Bank Guarantee of Performance Security
15. Annexure – **M** Format for Bank Guarantee for Mobilization Advance
16. Annexure – **N** Format for No Defect Liability Certificate

**EXECUTIVE ENGINEER**  
**R.V.S. KRISHI VISHWA VIDYALAYA**  
**RACE COURSE ROAD, Gwalior**

## DATA SHEET

Name of Work:- Construction of **Soil Library Building and faculty rooms using Prefabricated Technology with "continuous PU Sandwich Panel" or "Solid cement board foam concrete Sandwich Panel** at various places in Madhya Pradesh based on concept drawing including water supply, sanitary fitting & electrification  
**Construction Of Faculty Rooms & Meeting Hall on first Floor of Agriculture college Building at Gwalior.**

1	Completion period for construction	<b>90 days (including rainy season)</b>
2	No. and Date of Issue of Notice Inviting Tenders	
3.	Place and Dead Line for sale of tender documents	By web site up to <b>31/12/2011</b> on any working day (up to 5:30 PM)
4	Deadline for receiving tenders & Place	Date : <b>04/01/2012</b> Time : up to 05:30 PM
5	Time and Date of opening envelopes of Earnest Money Deposit and Technical offer	Date : <b>05/01/2012</b> Time : at 3:30 PM
6	Place of opening envelopes of Financial offer	Office of the Executive Engineer, RVSKVV , Race Course Road, Gwalior (MP)
7	Validity of Tender	120 days from the date of submission of tender
8	Cost of Tender Documents	Rs. 10000.00 (Ten thousand only)
9	Earnest Money Deposit	Rs. 149000.00
10	Submission of Tender	It shall be submitted in two separate envelopes as under : (a) Earnest Money Deposit "A" (b) Technical Bid document "B" (c) Financial offer shall be kept in envelop "C". (d) All the three envelopes shall be kept in an outer envelope. All these envelope shall be clearly marked as follows for each work. (i) Outer envelope to be marked as outer envelope for Name of work. (ii) EMD envelope A placed in outer envelope be marked as Earnest Money Deposit for the work:- ..... (iii) Technical bid offer envelope B placed in outer envelope be marked as <b>Technical Offer &amp;</b> (iv) Financial offer envelope C be marked as Financial offer Tender document for the work:-

## ANNEXURE -A

(as referred to in Para 2.1 of DNIT)

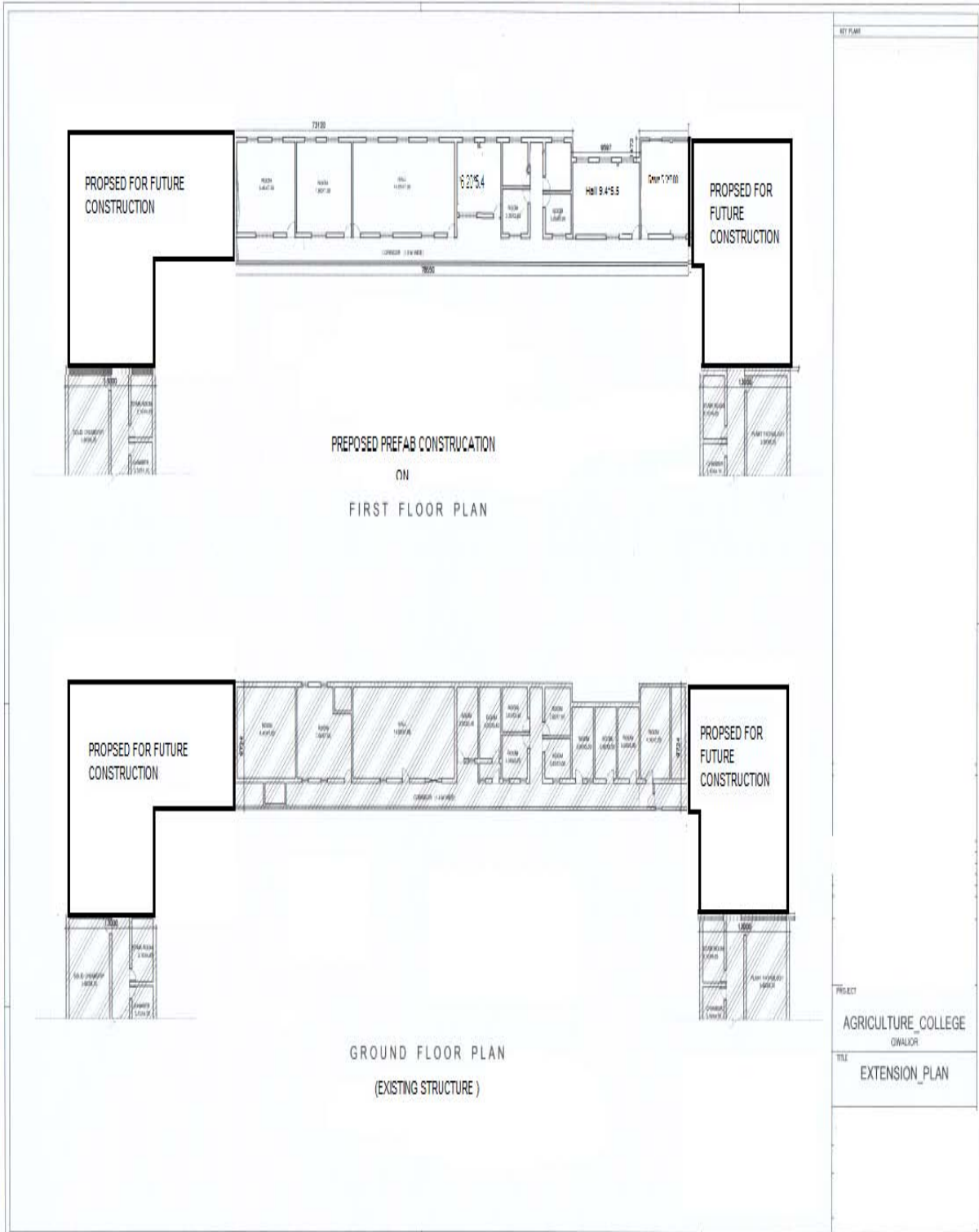
### **Concept Drawing**

Name of Work : **Construction of Soil Library Building using Prefabricated Technology with "continuous PU Sandwich Panel" or Solid cement board foam concrete Sandwich Panel based on concept drawing including water supply, sanitary fitting & electrification**

1- Prefab Construction at First Floor of Agriculture Collage Gwalior.

i) Key Plan of Prefab Construction at First Floor of Agriculture Collage Gwalior

**ANNEXURE - A**



## Approximate Schedule of Quantities for the prefabricated Building on terrace of Agriculture collage at Gwalior

Sr.No	Description of Item	Approx. Quantity	Unit
1	Structural steel work ( Confirming to is 4923-1997 ) riveted, bolted or welded in Rectangular hollow section, in framed work, including cutting hosting,fixing in position and applying a priming coat of approved steel primer complete in all respets as per .....	38775.00	Kgs
2	Providing and fixing PUF Insulated sandwich panels for wall cladding. The wall panels shall be 40 mm thick continuous sandwich panels made out from continue line method. Panel having 0.5 mm thick pre coated steel sheet on both side of Polyurethane foam.....	1364.00	Sq.Mt
3	Providing and fixing PUF Insulated sandwich panels for Roof cladding. The roof panels shall be 30 mm thick continuous sandwich panels made out from continue line method. Panel having 0.35 mm thick pre coated Profile steel sheet on outer side and 0.35 mm thk. Sheet at inner side.....	1153.00	Sq.Mt
4	Providing and fixing pressed steel door frames confirming to IS:4351manufactured from commercial mild steel sheet of 1.25 mm thickness including hinges jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25mm, or base.....	143.00	Meter
5	30mm thick fiberglass reinforced plastic (F.R.P.) flush door shutter in different plain and wood finish made with fire retardant grade unsaturated polyester resin,moulded to 3mm thick FRP laminate all around, with suitable wooden blocks inside at required.....	30.00	Sq.Mt
6	24 mm thick factory made PVC door shutters made of styles and rails of a PVC hollow section of size 59x24 mm and wall thickness 2 mm $\pm$ 0.2 mm with inbuilt edging on both sides. The styles and rails mitred and joined at the corners by means of M.S. Anised/.....	21.00	Sq.Mt
7	Openable PVC Windows (Outward/Inward) Providing and fixing of PVC casement openable windows (outward / inward) produced by ISO 9001:2000 Qaulity Management System and 14001:2004 Environmental Management System certified company, having : Frame: Made from .....	61.20	Sq.Mt
8	Providing and fixing silicon modified polymer precoated galvanised steel sheet roofing accessories 0.50 mm +/- 5% total coated thickness (TCT) thick Zinc coating 120gsm as per IS: 277 in 240mpa steel grade, 5-7 microns epoxy primer on both side of the RIDGES PLAIN ( 500 – 600 mm).....	141.00	R.Mt
9	Providign and fixing 4 mm Glass in window shutter	50.50	Sq. Mt
10	Flashings/ Aprons.( Upto 600 mm)	2325.00	R.Mt
11	Hardware set for doors, like Aluminum sliding bolt, tower bolt, handle, door stoper etc.	28.00	Door

12	Painting steel work with enamel paint.	1.00	Job
13	Hardware for fixing of prefab superstructure like Nut-bolts, Pop Rivets, screws, self drilling screw etc.	1.00	Job
14	Point wiring (excluding metallic switch box & sheet but including switches, sockets, lamp holders/ceiling roses etc) with 1.5 Sq. mm. PVC insulated cable FR with copper multi strand conductor ISI marked in concealed rigid P.V.C. conduit (HMS) ISI Marked of suitable size and 1.5 Sq. mm. PVC insulated copper earth continuity conductor of green colour inside conduit including painting etc. as required as per specification for :-		
	a) Short point	20.00	Each
	b) Medium point	20.00	Each
	c) Long point	20.00	Each
	<b>3 Pin 6 Amp socket outlet on Separate Board</b>		
	a) Medium point	10.00	Each
	b) Long point	20.00	Each
	<b>Call Bell / Buzzer Points</b>		
	a) Medium point	10.00	Each
	b) Long point	10.00	Each
15	Point wiring (excluding metallic switch box & sheet but including switches, sockets) for 3 pin 6 Amp. Socket outlet point with 1.5 Sq. mm. PVC insulated cable FR with copper multi strand conductor ISI marked in concealed rigid P.V.C. conduit (HMS) ISI marked of suitable size and 1.5 Sq. mm. PVC insulated copper earth continuity conductor of green colour inside conduit with required materials as per specification on same board .	15.00	Each
16	Wiring for circuit wiring with PVC insulated cable FR with copper multi strand conductor ISI marked in concealed rigid P.V.C. conduit (HMS) of ISI marked suitable size including painting etc. as required as per specification		
	a) 2x2.5 Sq.mm.	50.00	Metre
	b) 4x2.5 Sq.mm.	50.00	Metre
	c) 6x2.5 Sq.mm.	50.00	Metre
	d) 8x2.5 Sq.mm.	50.00	Metre
17	Point wiring (excluding metallic switch box & sheet ) for 3 Pin 16 Amp. Socket Outlet Point With 4 Sq. mm. PVC insulated cable FR with copper multi strand conductor ISI marked in Concealed rigid P.V.C.Conduit (HMS) ISI Marked of suitable size including painting etc. with 16 Amp. F.T. Switch & Socket / S.S.Combined 16 Amp. of ISI Marked and 4 Sq. mm. PVC insulated copper earth continuity conductor of green colour inside conduit as per specification for :-		
	<b>On Separate Board</b>		
	A. Short Point	10.00	Each
	B. Medium Point	10.00	Each
	C. Long Point	20.00	Each

18	Supplying and fixing factory fabricated hot dip galvanised <b>switch box for normal flush type accessories</b> of minimum 1.2 mm (18 swg gauge) thickness with earth terminal stud with nut and washer, with 3 mm thick synthetic phenolic resin bonded laminated sheet conforming to grade P-I of IS:2036-1974 on surface / concealed including painting etc. as required as per specification:		
	MSBox 100 mm X 100 mm X60mm deep	15.00	Each
	MS Box 200 mm X 150 mm X 60 mm Deep	5.00	Each
19	Supplying and drawing single core PVC insulated cable FR with copper multi strand conductor ISI marked in existing rigid conduit in surface or concealed as per specification.		
	<b>1.5 Sq mm cable</b>		
	1 X 1.5 sq mm	50.00	Metre
	<b>2.5 Sq mm cable</b>		
	1 X 2.5 sq mm	50.00	Metre
20	Wiring for sub-mains with PVC insulated cable FR with copper multi strand conductor ISI marked in recessed / concealed rigid steel ISI marked conduit of suitable size(Conduit included) including connection painting etc ,as required as per specification		
	<b>2 WIRE SUB-MAIN</b>		
	6.0 sq mm cable in 25 mm conduit	50.00	Metre
	<b>4 WIRE SUB-MAIN</b>		
	6.0 sq mm cable in 25 mm conduit	50.00	Metre
21	Supplying & fixing of ISI marked Porcelain Rewireable type <b>fuse carrier &amp; base unit</b> of approved make & confirming to IS: 2086-1993		
	16 Amps./415 Volts or 32 Amps/240 Volts	20.00	Each
	Supplying of ISI Marked and approved make of <b>Moulded Case Circuit Breaker (MCCB)</b> suitable for 3 phase,3 pole, 50 Hz, 415 Volts, AC supply with respective interrupting capacity (KA) at 415 Volts cited against their range standard conforming to IS - 8828		
	<b>MCCB with Breaking Capacity 35 KA at 415 V</b>		
	Current Rating -160 Amps & Adjustable: 70% -100% thermal & 5-10 times magnetic setting	15.00	Each
	Supplying of ISI Marked and accepted standard of <b>Miniature Circuit Breaker (MCB) of 'C' series</b> suitable for 240/415 Volts, 50 Cycle , 10 kA Value AC supply confirming to IS : 8828 : 1996, IEC : 60898 :2002 but without enclosures :-		
	<b>SINGLE POLE (SP)</b>		
	6 Amp to 32 Amp Rating	15.00	Each

<b>FOR TRIPLE POLE &amp; NEUTRAL(TPN)</b>		
6 Amp to 32 Amp Rating	15.00	Each
Supply of approved make powder coated sheet steel encloser <b>SPN MCB DB</b> inclusive of Busbar, Neutral bar, Earth bar & two earth terminals etc. complete as per IS:13032( exclusive of MCB & isolator )-		
6 way double door	1.00	Each
8 way double door	1.00	Each
Supplying of approved make <b>TPN MCB DB Metal Double Door</b> with provision for FP MCB/Isolator/RCCB/RCBO as incomer and SP MCBs as outgoing inclusive of Busbar, Neutral bar, Earth bar & two earth terminals etc. complete as per IS:13032( exclusive of MCB & isolator ):		
4 way (4+12)	1.00	Each
Fixing of MCB /MCCB/ Isolator		
Fixing of MCB / Isolator SP/DP in sheet steel enclosure as required as per accepted practice, including mounting on busbar and cable connection etc. complete (Labour only )	10.00	Each
Supplying and fixing as per specification Call bell / buzzer of approved make with necessary materials complete.		
Ding Dong bell	15.00	Each
Supplying and fixing in position incandescent lamp of approved make as per IS specification		
60 Watt 250 Volt	5.00	Each
Supplying,Fixing and Testing of Fluorescent Tube rod ISI marked of approved make as required as per specification		
4' X 40 Watt	44.00	Each
Supplying, erection and testing of approved make electric <b>Ceiling fan</b> of double ball bearing complete with standard down rod, canopy, hanging shackle, Aluminium blades, without regulator, A.C. 230-250 volts including connections with all necessary material complete as required confirming to IS :374/1979 with upto date ammendments.		
Ceiling Fan (Energy Saver 50 W)-1200 mm Sweep	24.00	Each
Supplying, fixing and testing of approved make fluorescent tube fitting, rust resistant, stove enamelled paint, box type channel with cover, complete with <b>electronic ballast (HF)</b> complete duly wired (without tube rod) as per specification & fixing as below:		
a) 1x36/40 watt		

I) Fixing on wall/Ceiling on wooden round block with 'J' hook / Anchor hole fastners/hollow bow with rod fixed in Ceiling and other necessary materials including connections etc. and as required.	24.00	Each
Supplying, fixing and testing of approved make bulk head luminaire consisting of pressure die aluminium housing lamp holder, prismatic glass cover, rubber gasket and wire guard, delux type, including fixing on wall as required, with necessary material complete Fitting	24.00	Each
Providing and fixing wooden board of suitable size (maximum 12" X 18" ) for fixing of house service Metre with necessary materials and connection testing etc. complete as per specification :		
Single phase Metre	1.00	Each
Earthing with G.I. Earth plate 600mm X 600mm X 6mm thick including accessories and providing masonry encloser in cement mortar, cover plate having locking arrangement on the top and G.I. watering pipe 20mm dia 2.7 Metre long etc. (but without charcoal or coke and salt ) complete as required.	1.00	Each
Add Extra for using salt and charcoal / coke for G.I. Plate or Copper plate earth electrode as required including excavation & refilling.	1.00	Each
Supplying and laying 25mm X 5mm G.I. strip at 0.5 Metre below ground level as strip earth electrode including soldering etc. as required.	3.80	metre
Providing and fixing earthing arrangement with 38.1mm dia 2.5 Metre long galvanized iron pipe electrode including packing of charcoal powder and salt as per specification watering pipe 19mm dia G.I. Connection etc. complete with refilling the pit as required, but excluding the excavation of earth pit.	1.00	Each
Supplying and laying G.I. earth lead duly installed on wall or in G.I. Pipe including connections etc.complete as required.		
13 sq mm ( 4 mm dia )	50.00	Metre

Supplying & installing G.I. Pipe for protection of underground cable fixed on wall/support/in trench/fixed between two rigid existing support of wall/beam for erection of ceiling Fan/down rod for stiff pendent for light luminaries /fan/protective for earthing, lightening conductor down strip/everhead service line/for submer cable or centrifugal pump for water supply with necessary iron clamp coupler, bend, te, elbow, nuts and bolts etc. complete in an approved manner as required to complete the job excluding cost of excavation/dismantalling & other finished masonry Item complete.		
<b>For 'B' Class pipe ISI Marked (IS-1161-68)</b>		
15mm	50.00	Metre
Supplying and drawing guard wire/earth wire/bearer wire 13mm <sup>2</sup> (4mm. Dia) G.I. including stringing, binding at existing insulators or brackets, jointing, jumpering, connecting etc. as required and clearing of obstacles (if any)	0.60	Km.

**(AS REFERRED TO IN PARA 2 & 12 OF DTENDER)**

**GENERAL SPECIFICATIONS OF ITEMS OF WORK TO BE EXECUTED**

Name of Work : Construction of **Soil Library Building and faculty rooms in agriculture college Gwalior using Prefabricated Technology with "continuous PU Sandwich Panel" or "Solid cement board foam concrete Sandwich Panel** "based on concept drawing including water supply, sanitary fitting & electrification **at various places in Madhya Pradesh.**

**(A) Objective :-**

- 1 RVSQVV Gwalior intends to take up works of Building Construction. The purpose of construction **Soil Library Building and faculty rooms in agriculture college Gwalior using Prefabricated Technology with "continuous PU Sandwich Panel" or "Solid cement board foam concrete Sandwich Panel** with such special building techniques is to build these building in a possible shortest time and put to use at the earliest.

**(B) General Specification & Requirement of the New Structure:**

1. Architectural planning of building prepared by the Department is to be taken into consideration by the bidder. Reduction in carpet area or change in planning will not be permitted.
- 2 Bidder will prepare design & structural plan complying to Architect Plan provided by the RVSQVV & suiting to their own product of prefab technique.
- 3 All structural members separately and as a whole for each unit should be designed complying Latest IS Codal provisions; and standards and good Engineering Practice & get it sanctioned from RVSQVV. Necessary Soil investigation work at all the sites shall be carried out by the bidder as a part of this work. Bidder will submit in detail work Methodology related to their production of units, transporting to site, erection & executing finishing items like flooring, plumbing, sanitation etc. (which are shown in the Madhya Pradesh Public Works Department drawings), including handing over of the units.
- 4 Necessary testing of materials/product units shall be done by the bidder at their own cost.
- 5 The bidder shall be required to substantiate the offer with certificates for such works actually executed satisfactory during Past three year by the firms.
- 6 Prefab structure shall have to be fire resistant.
- 7 The Total height of room ( Building ) shall be minimum 3.30 mt from flooring level.
- 8 The Prefab structure shall be such that it will maintain ideal room temperature for human life for all seasons.
- 9 The plinth height shall be minimum 60 cm from respective ground level. or AS directed by engineer in charge.
- 10 A terrace tank of the approved PVC product of 1000 Liters capacity is to be provided with water supply network to Bath / W.C. Drainage disposal arrangement with PVC pipes, traps, chambers etc. to be provided as directed by Engineer – In – Charge.

**(C) BUILDING REQUIREMENT :**

- 1 Carpet area of building as per detail architect drawing (consider carpet area and planning as per architect drawing attached) to be adhered to.

- 2 Wall thickness to be kept as per bidders own structural design.
- 3 Reinforcement Steel shall be **TMT fe415** or per structural design be fitting to the relevant IS Code & cement shall be OPC 43 grade only.
- 4 Grade of concrete as per structural design be fitting to the relevant IS code.
- 5 All water supply and drainage Network for internal building shall be of GI pipe as approved by Madhya Pradesh Public Works Department.
- 6 Necessary Water proofing treatment if required shall be provided.
- 7 Internal paint shall be two coats of white wash / colour wash / distemper plastic paint as specified paint of approved make & shade and external paint shall be acrylic emulsion paint & Apex of approved make.
- 8 Foundation design should be done considering one more floor Likely to be provided in future for different buildings.

(D) **BRIEF TECHNICAL SPECIFICATIONS:**

- 1 Design and construction of the building shall be carried out as per latest relevant BIS specifications in general and following specifications particular:  
IS 456 - 2000 Code of practice for plain and reinforced concrete.  
IS 1343 – 1980 Code of practice for prestressed concrete.  
IS 11447 – 1985 Code of practice for construction with large panel prefabricates.
- 2 Concrete shall be of minimum M20 grade for RCC work.
- 3 Concrete shall be form finished and no plaster shall be applied.
- 4 SBC of soil shall be considered as per National Building Code at 600mm below ground level.
- 5 All the finishing items shall be carried out as per tender specifications and approved by department

**(as referred to in Para 6.2 of DNIT)**  
**MANDATORY TESTS AND FREQUENCY THEREOF**

**List of Mandatory Tests**

Material	Test	Relevant IS code of testing	Field laboratory test	Minimum quantity of material work for carrying out test	Frequency of testing
Sand	a. Silt Content	IS: 2386 Part- I	Field	20 cum	Every 20 cum or part thereof or more frequency as decided by the Engineer in charge.
	b. Partical size distribution	IS. 2386 Part-1	Field	20 cum	Every 20 cum or part thereof or more frequency as decided by the Engineer in charge.
	C. Bulking of sand	IS. 2386 Part-III	Field	20 cum	----- do-----
Stone Aggregate	a. Percentage of soft or deleterious material	IS 2306 Part-II	Generally visual inspection laboratory test where required by the engineer in charge or so specified.	-	As required by Engineer-in Charge
	b. Partical size distribution	IS 2386 Part -I	Field	45 cum	For every 45 cum or part thereof or as decided by the Engineer in charge
	c. 10% Fine value	IS 2386 Part- IV	Laboratory	45 Cum	Initial test and subsequent test as and when required by Engineer in charge.
	d. Aggregate impact value of loss Angles abrasion value	IS 2386 Part - IV	Laboratory	45 Cum	As above
Cement concrete or reinforced cement concrete (not leaner than M-15)	Slump Test	IS 1199	Field	15 cum	15 cum or part thereof or more frequency as required by engineer in charge
Reinforced cement concrete	Compressive Strenght Test	IS 456	Field	15 cum in slab, 5 cum on columns	15 cum or part thereof, or more frequency as required by engineer in charge
Steel	a. Tensile strength	IS 1608	Laboratory	20 tonne	Every 20 tonne of part thereof confirming to IS 1786-1985
	b. Bend test	IS 1599	--do--	--do--	--do--
Cement	a. Initial and final setting time by vicat apparatus	IS 403	Field	10 tonne	IS 4031-1988
	b. Test for determination of consistacy				

Timber	a. Moisture contents	IS : 11215	(by moisture rates Field/ Laboratory test in case of dispute as required by Engineerin- charge)	1 Cum	Every one cum or part thereof
Flush Door	1. Emersion Test	IS : 2191 & 22021	Laboratory	20 Shutters	As per sampling and testing specified in clause 9.8.3
Aluminum door or windows fitting	Thickness of anodic coating	IS : 1948	----- do -----	It the cost of fitting exceeds Rs. 3000/-	Rs. 5000/- or part there of required by the Engineer-in-charge
Mortic locks	Testing of Spring		----- do -----	50 Nos.	100 of part thereof
Terrace tiles	1. Transverse strength 2. Water absorption 3. Abrasion test	IS : 1237	----- do -----	2000 Nos.	2000 Tiles or part thereof
White glazed	1. Water absorption 2. Crazing test 3. Impact strength test	Laboratory	3000 Nos	3000 Nos	Part thereof
	Compressive strength of cement				
Bricks	Testing of bricks	IS : 1077	Laboratory/Field	Brick Designation	for every 1000 Bricks or part the
a. Dimensions b. water absorption &	IS : 3485	Laboratory	100 50,000 100 50,000	One test of sour of Manufacturer	
			75 190000.00 50 35		
	c. Compressive strength and dimensions	IS : 3595	Laboratory	50,000	for every 50,000 part manufacture
	b. Water absorption	IS : 3495	Laboratory	50, 000	One test for sour of manufacture
Marble	a. Moisture absorption	IS : 1130	Laboratory	cost of marble work Rs. 10,000/-	Rs. 10,000/- or thereof it require Engineer- in-charge.
	b. Mhos scale hardness				

## ANNEXURE - E

(as referred to in Para 7.3 of DNIT)

### CONTRACTORS LABOUR REGULATIONS

The contractor shall pay not less than fair wages to labourers engaged by him in the work.

#### **Explanation:**

- (a) "Fair wages" means wages whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the Public Works Department for the division in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub contractor in connection with the said work as if labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of his contract the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Executive Engineer, RVSKVV shall have the right to deduct from the money due to the contractor any sum required estimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from their wages which are not justified by their terms of the contract or non-observance of regulation.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractor.
- (f) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the Contractor Labour Regulation and Abolition Act, 1970 in force and rules made there-under by the competent authority from time to time before commencement of work and continue to have valid licenses until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the contractor.

**ANNEXURE - F**

**(as referred to in Para 10 of DNIT)**

**Technical Personnel**

**The contractor shall employ the following technical staff during the execution of work.**

Position	Minimum Qualification	Number		
		For work (package) costing upto 50 lacs.	For work (package) costing 100.00 lacs.	For work (package) costing above 100 lacs.
Graduate Engineer	BE (Civil)	-	01	01
Field Engineer	Diploma (Civil Engineering)	02	02	04

- 1- The contractor shall have to indicate the names of the key personnel at the time of submission of tender. Replacement of key personnels shall ordinarily be not permitted. However, the Engineer-in-charge may approve as a special case any proposed replacement of these personnel only if their qualifications, abilities and relevant experience are in conformity with the requirements indicated above.
- 2- If the Engineer-in-charge asks the contractor to remove a person who is a member of the contractor's staff or his workforce stating the reasons, the contractor shall ensure that the Division Gwalior person leaves the site within seven days and has no connection with the present work under the contract.
- 3- In case the contractor fails to employ the requisite technical staff as aforesaid, he shall be liable to pay to the department a sum of Rs. 20,000 (Twenty Thousand only) for each month of default in case of any person not deployed on the work.
- 4- Continuous absence of key personnel of the contractor for more than three months on the contract work will entail to rescind the contract.
- 5- The contractor shall employ Technical Staff during the execution of work. The Technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.
- 6- The contractor should give the names and details of the Graduate Engineer/Diploma Holder Engineer whom he intends to employ or who is under his employment on the work at the time of commencement of the work. The Contractor should give a certificate that the Engineer/Diploma Holder Engineer is exclusively in his employment.
- 7- It is not necessary for the contractor's partner in the case of firm/company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of work.
- 8- The retired Assistant Engineer who is holding a Diploma may be treated at par with the Graduate Engineer for the aforesaid operation. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay the penalty.

**Annexure - G**  
**( as per Para 13 of DNIT )**  
**AFFIDAVIT**

- (1) I.....S/o Shri.....  
Proprietor/Partner/Authorized Signatory of M/s.....  
.....Age about .....years Resident of  
..... solemnly affirm on oath as under:-
- (2) The information, self attested certified copies of the documents supplied with the technical qualification, undertaking given and certificates attached by me/us with the Tender Documents for the work Construction of **Soil Library Building and faculty rooms in agriculture college Gwalior using Prefabricated Technology** at Gwalior against the Notice Inviting Tender No..... Dated ..... issued by the Executive Engineer, RVSKVV, Gwalior Madhya Pradesh are true, correct and genuine in all respects.
- (3) That none of my near relatives, as defined in the Notice Inviting Tender are in employment of the R.V.S.K.V.V., Gwalior.
- (4) That any information, even after award of contract or subsequently, is found to be incorrect, the Department may forfeit my/our Earnest Money Deposit and other deposits and debar me/us for this tender and future tenders and my/our name removed from the approved list of contractors in any branch of the Department.
- (5) That the electrification work will be executed from the electrical contractor, who is having the valid registration / License issued by Energy Department and Madhya Pradesh Anugyapan Mandal ( Electrical) Gwalior.

Place :- .....

**Deponent**

Date :- .....

**Verification**

I....., S/o Shri ..... verified on oath that all the contents of this affidavit from 1 to 4 are true and correct as per my best knowledge and best memory. I have neither expressed anything incorrect nor have suppressed any truth or any material fact.

Place :- .....

**Deponent**

Date :- .....

**Annexure – H**  
**( as per Para 2.10 of DNIT )**

**NIT No. .... Dt. ....**

**Package No. .... District : Gwalior**

**(Payment Schedule)**

1.	On completion of work up to plinth level including filling under floor	20%
2.	On completion of structure up to roof height (without roof)	30%
3.	On completion of roof including water proofing	15%
4.	On completion of floors, Dado, Plasters, Finishing	20%
5.	On completion of water supply and sanitary fittings, electrifications and colour washing & site clearance etc.	15%

**Annexure – I**

( as per Para 7.8 of DNIT )

NIT No. .... Dt. ....

**District : Gwalior**

( Time Frame for Execution of Work )

<b>Time Schedule of Completion</b>	
<b>Percentage of time of the total time limit</b>	<b>Percentage of work to be completion</b>
<b>1</b>	<b>2</b>
25%	10% of contract Value
50%	40% of contract Value
75%	80% of contract Value
100%	100% of contract cost of complete work

**RAJMATA VIJAYARAJE SCINDIA KRISHI VISHWA VIDYALAYA, GWALIOR  
RACE COURSE ROAD GWALIOR, M.P. –**

**FINANCIAL OFFER AND CONDITIONS OF CONTRACT FOR WORK  
Financial Offer for Work**

**Lump sum Tender Form 'F'**

**NAME OF WORK:- CONSTRUCTION OF FACULTY ROOMS & MEETING HALL ON FIRST  
FLOOR OF AGRICULTURE COLLEGE BUILDING AT GWALIOR**

**EARNEST MONEY:- RS. 10,000.00**

**ESTIMATED COST:- 74.50 LAKHS**

**TENDER No. .... Dt. ....Package No.3**

**District : Gwalior**

I/We do hereby tender to execute the whole of the work described in the Drawing Nos.  
..... and according to the annexed specifications signed by  
..... and dated ..... for the sum of Rs. ....  
(Rupees in words .....) and should this tender  
be accepted I/We do hereby agree and bind my self/ourselves to abide by and fulfill all the conditions  
annexed to the said specification or in default thereof to forfeit and pay to the Governor of Madhya  
Pradesh, the penalties of sums of money mentioned in the said conditions, viz.

Dated :

Tenderers Signature

Witness :

Address :

Address :

The above offer is hereby accepted by me on behalf of the Governor of  
Madhya Pradesh

The ...../2011-12

Signature of the authority  
by whom the tender  
has been accepted

**:: SECURITIES ::**

-----  
Name            Address            Occupation of Profession            Remarks  
-----

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**:: CONDITIONS OF CONTRACT AGREEMENT::**

1. The person(s) whose tender may be accepted (hereinafter called the contractor(s) shall within Ten days of the receipt by him/them of the Notification of the acceptance of his/their tender, deposit with the Executive Engineer, RVSKVV sum equal to 5% of the sum specified in the tender either in case or Govt. Securities endorsed to the Executive Engineer, RVSKVV(it deposited for more than 60 months).All damages to be borne or other sums of money payable by the contractors(s) to the Governor of Madhya Pradesh under the terms of this Contract may be deducted from or paid by the sale of sufficient part of his/their security deposit or from the interest arising there from or from any sums which may be due or may become due to the contractor(s) by the Governor of the M.P. on any account whatsoever. In the event of his/their security deposit being reduced by reason of any deduction or sale as aforesaid or by reason of forfeiture under Clause 13, the contractor(s) shall within ten days thereafter make good in cash or Govt. securities endorsed as aforesaid any such or sums which may be necessary to make the amount of deposit equal to 5% of the sum specified in the tender.

The Contractor(s) is/are to provide every thing of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by Executive Engineer, Madhya Pradesh PWD, PIU (hereinafter called the Executive Engineer) and the contractor(s) whether the same may not or may not be particularly described in the specification or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specification the Executive Engineer is to decide which shall be followed.

2. The Contractor(s) is/are to set out the whole of the works in conjunction with an officer to be deputed by the Executive Engineer, RVSKVV and during the progress of the works to amend on the requisition of the Executive Engineer any error which may arise therein and provide all the necessary labour and materials for so doing. The contractor(s) is/are to provide all plant, labour and materials (with the exceptions noted in the schedules attached) which may be necessary and requisite for the works. All materials and workmanship are to be the best of their respective kinds. The contractor(s) is/are to leave to work in all respects clean and perfect at the completion thereof.

**2(A) Deleted**

3. Complete copies of the drawings and specification signed by the Executive Engineer are to be furnished by him to the contractor(s) for his/their own use, and the same or copies thereof are to be kept on site in charge of the Contractor(s) agent who is to be constantly kept on the ground by the contractor(s) and to whom the instructions can be given by the Executive Engineer The Contractor(s) is/are not to sublet the works or any part thereof without the consent in writing of the Executive Engineer
4. The Executive Engineer is to have at all times access to the works which are to be entirely under his control. He may require the contractor(s) to dismiss any person in the Contractor's(s') employ upon the works who may be

incompetent or misconduct himself and contractor(s) is/are forth with to comply with such requirements.

5. The Contractor(s) is/are not to vary or deviate from the drawings or specification or execute any extra work of any kind whatsoever unless upon the authority of Executive Engineer to be sufficiently shown by any order in writing by any plan or drawings expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Executive Engineer or the Officer In-Charge at least during the week following that in which the work may have been done and only such day work is to be allowed for as such as may have been authorized by the Executive Engineer to be so done unless the work cannot from its character be properly measured and valued. The drawings in respect of which this contract is drawn up provide for a minimum depth of foundations for good soil. Any extra depth will be measured as an extra when the foundation trenches have been opened up and will be paid for in addition to the sum contracted for the completed work.
6. Any authority given by the Executive Engineer for any alternation or additions in or to works is not to vitiate the contract, but all additions, omission or variations made in carrying out the work to be measured and valued and certified by the Executive Engineer and added to or deducted from the amount of the contract, as the case may be, at rates in force in the Public Works Department. In such cases in which rates do not exist, the Vice Chancellor, RVSKVV, will fix the rates to be paid.
7. All work and materials brought and left upon the ground by the Contractor(s) or his/their orders for the purpose of forming part of the works are to be considered to be the property of the Governor of M.P. and the same are not to be removed or taken away by the Contractor(s) or any other person without the special license and consent in writing of the Executive Engineer but the Governor of M.P. is not to be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
8. The Executive Engineer has full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specification and in case of default the Executive Engineer is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials,. The Executive Engineer is also to have full power to require other proper materials to be substituted and in case of default the Executive Engineer may cause the same to be supplied and all costs which may attend such removal and substitution are to be borne by the contractor(s).
9. If in the opinion of the Executive Engineer any of the works are executed with improper materials or defective workmanship, the contractor(s) is / are when required by the Executive Engineer forth with to re-execute the same and to substitute proper materials and workmanship and in case of default of the contractor(s) is so doing within a week the Executive Engineer is to have full power to employ other persons to re-execute the work and the cost thereof shall be borne by the contractor(s).
10. Any defects, shrinkage or other faults which may appear within 6 months, from the completion of the building arising out of defective or improper materials or workmanship are upon the direction of the Executive Engineer to be amended and made good by the contractor(s) at his/their own cost unless the Executive Engineer shall decide that he/they ought to be paid for the same and in case of default the Governor of M.P. may recover from the Contractor(s) the cost of making good the works.

11. From the commencement of the works to the completion of the same they are to be under the contractor's charge. The contractor(s) is/are to be held responsible for and to make good all injuries damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of M.P. harmless from any claims for injuries to persons or for structural damage to property happening from any neglect default, want of proper care or misconduct on the part of the contractor(s) or of any one in his/their employ during the execution of the work.
12. The Executive Engineer is to have full power to send workmen upon the premises to execute fittings and other works not included in the contract for whose operation the contractor(s)is/are to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract but the contractor(s) is/are not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.
13. The works comprised in this tender are to be commenced immediately upon receipt of the order of commencement given in writing by the Executive Engineer when possession of the site can be had. The whole work including all such additions and variations as aforesaid (but excluding such if any as may have been postponed by an order from the Executive Engineer) shall be completed in every respect within 20 days including rainy season from the date of issue of the aforesaid order and if from any cause whatever other than will full obstruction or defaults, on the part of Executive Engineer or his staff and except as hereinafter provided the whole of such work shall not be finished to the satisfaction of the Executive Engineer within the said period, the contractor(s) shall forfeit to the Governor of Madhya Pradesh. from his/their security deposit by way of ascertained and liquidated damages for each defaults and not by way of penalty, the sum of **Rs.\* 10000/- Rs. Ten Thousand Rs only**) per day for every completed day of such default provided that the entire amount of damages to be forfeited under the provisions of this clause shall not exceed 10% on the estimated value of the whole work as shown in the tender.

Provided, nevertheless that if the contractor(s) shall be of the opinion that he is/they are entitled to any extension of time on account of the works being altered, varied or added to or on account of any delay by reason of any inclement whether or causes not under the control of the contractor(s) in consequence of orders to that effect from the Executive Engineer himself which orders, the Executive Engineer is hereby empowered to give them any or either of such cases it shall be competent for the Executive Engineer by an order in writing to extend the aforesaid period for final completion by such period or periods as he shall deem reasonable and the contractor(s) is/are to complete the works within such extended period or periods as aforesaid. Provided that the contractor(s) shall not be entitled to any extension of time unless he/they shall within 3 days after the happening of the event in respect of which he/they shall consider himself/themselves entitled to any extension give to the Executive Engineer written notice of such claim to any extension of time and of the ground or grounds and of the amount thereof unless in any case the Executive Engineer shall in his direction dispense with such notice and certify for an extension of time. Nevertheless and in case of any extension of time, the aforesaid provisions with amount for damages in default of due completion shall apply in case of non-completion of the works within the extended time. Provided that the Contractor(s) shall not be

entitled to any extension of time in respect of the extra work involved in extra depth of foundation mentioned in Clause 5.

**\*Note :- The sum will vary according to the requirements of the case but shall no case exceed half percent of the total value of the contract**

- 14.** If the contractor(s) shall become bankrupt or compound with or make any assignment for the benefit of his/their creditors or shall suspend or delay the performance of his/their part of the contract (Except on account of causes mentioned in clause 13 or in consequence of not having proper instructions for which the contractor(s) shall have duly applied.) The Executive Engineer may give to the Contractor(s) or his/their assignee or trustee, as the case may be, notice requiring the work to be proceeded with and in case of default on the part of the contractor(s) or his/their assignee or trustee for a period of 7 days, it shall be lawful for the Executive Engineer to enter upon and take possession of the works and employ any other person or persons to carry on and complete the same and to authorize him or them to use the plant, materials and property of the contractor(s) upon the works and the costs and the charges incurred in any way in carrying on and completing the said works are to be paid to the Executive Engineer by the Contractor(s). The Executive Engineer shall be the final authority to determine the amount spent to complete the unfinished work. The certificate of Executive Engineer as to the Value of the balance work done shall be final and conclusive against the contractor.
- 15.** The Contractor(s) shall be paid on the completion of each calendar month commencing from the Date of work order a sum of 90% of the total value of work done (till that month) since the last payment according to the certificate of Executive Engineer When the works shall be completed the contractor(s) is/are to be entitled to receive one moiety of the amount remaining due according to the best estimate of the same that can be made and the contractor(s) is/are to be entitled to receive the balance of all moneys due or payable to him/them under or by virtue of the contract within 06 months from the completion of the works. Provided always that no final or other certificate is to cover or relieve the contractor(s) from his/their liability under the provision of clause 10 whether or not the same is notified by the Executive Engineer at the time or subsequently to the granting of any such certificate.
- 16.** A certificate of the Executive Engineer or an award of the referee hereinafter referred to, as the case may be showing the final balance due or payable to the contractor(s) is to be conclusive evidence of the works having been duly completed and that the contractor(s) is/are entitled to receive payment of the final balance, but without prejudice to the liability of the contractor(s) under provision of clause 10.
- 17.** Provided always that in case any question, dispute of difference shall arise between the Executive Engineer and the contractor(s) as to what additions, if any, ought in fairness to be made to the amount of the contract by reason of the works being delayed through no fault of the contractor(s) or by reason or on account of any directions or requisitions of the Executive Engineer involving increased cost to the contractor(s) beyond the cost properly attending the carrying out of the contract according to the true intent and meaning of the signed drawings and specification, or as to the works having been duly completed or as to the construction of these presents or as to any other matter or thing arising under out of this contract, except as to matters left during the progress of the works to the sole decision or

requisition of the Executive Engineer under Clauses No.1 4,8 and 9, or in case the contractor(s) shall be dissatisfied with any certificate of the Executive Engineer under clause 6 or under the provision in Clause13 or in case he shall with hold or not give any certificate to which he/they may be entitled, or as to the right of the contractor(s) to receive any compensation or as to the amount of such compensation payable to him/them under clause 18, then such question, dispute or difference or such certificate of the value or matter which should be certified as the case may be, is to be from time to time submitted to the Arbitration of a Tribunal composed of one Arbitrator nominated by the Contractor(s) and one Arbitrator nominated by Executive Engineer /VC,RVSKVV. In the event of disagreement between the Arbitrator on any matter or matters, such matter or matters shall be referred to an umpire to be nominated by the VC,RVSKVV and the award of such arbitrator or the umpire is to be final and where necessary to be equivalent to a certificate of the Executive Engineer and the contractor(s) is/are to be paid accordingly.

- 18.** If at any time before or after the commencement of the work, Governor of M.P. shall for any reason whatsoever, -
- a. Cause Alterations, Omissions or Variation in the drawings and specification involving any curtailment of the works as originally contemplated; OR
  - b. Not required the whole of work as specified in the tender to be carried out,

The Contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reason of alterations, omissions or variation or in consequence of the full amount of the work not having been carried out.

But the Contractor(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered into any engagements or made any advances to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

DATED:

SIGNATURE OF THE CONTRACTOR

DATED

**Executive Engineer,  
R.V.S. Krishi Vishwa Vidyalaya,  
Race Course Road, Gwalior**

**Notice to the Contractor to Start Work**

Your contract for the Work ..... has been accepted by..... on behalf of the Governor of Madhya Pradesh on the.....day of .....20.....and you are hereby ordered to commence the work.

Engineer-in-Charge

-----

The notice to the Contractor to start work from the.....day of .....20.....was issued vide this office memorandum No.....dated the .....day of .....20..... .

**Engineer-in-Charge**

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**Completion Certificate**

In pursuance of **Clause .....** of this contract, dated .....between the contractor M/s .....and the Governor of Madhya Pradesh, it is hereby certified that the said contractor has duly completed the execution of the work .....  
Construction of **Soil Library Building using Prefabricated** Technology taken by him on the.....day of.....20..... .

Name of work:           **Construction Soil Library Building using Prefabricated Technology with "continuous PU Sandwich Panel" or "Solid cement board foam concrete Sandwich Panel at various places in Madhya Pradesh**

**Engineer-in-Charge**

**Annexure – J**  
**(Referred to Para 1.6 of DNIT)**  
**JOINT VENTURE DATA**

**(Names and details of all constituents of JV should be given serially clearly indicating the name of lead partner)**

1. Name(s)
2. Head Office Address  
Telex No. Cable Address  
Telephone No.
3. Local/Regional Address (if any)  
Telex No. Cable Address  
Telephone No.
4. Name of Partners
  - a.
  - b.
  - c.
  - d.
  - e.
5. Name(s) of Lead Firm:
  - a.
  - b.
6. Joint Venture Agreement :
  - a. Date of agreement : \_\_\_\_\_
  - b. Place : \_\_\_\_\_
7. Proposed distribution of responsibilities among constituent firms.
  - a. Financial Distribution
  - b. Work Distribution
8. Work executed in last 5 years.
9. Similar details about constituent firms to be provided on separate sheets.
10. Following documents should be furnished in support:
  - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;
  - b. Experience in works of similar nature and size of each for last five years, and details of works underway or contractually Committed value, stipulated value, likely date of completion and value of balance work; and clients who may be contacted for further information on those contracts;
  - c. Qualification and experience of key site management and technical personnel proposed for the contract.
  - d. Major item of construction equipment proposed to carry out the contract.
  - e. Evidence of adequacy of working capital for this contract (access to line of credit and availability of other financial resources.
  - f. Authority to seek references from the bidders bankers.

**ANNEXURE –K-1**

**Schedule of Items of work to be executed  
FOR CIVIL WORKS. (PREVAILING MPPWD  
, SOR)**

<b>S. No.</b>	<b>CSR Ref.</b>	<b>Description of Items</b>	<b>Total Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		----- Nil -----				

**ANNEXURE –K-2**

**Schedule of Items of work to be executed**

**FOR SANITARY & WATER SUPPLY. (PREVAILING PWD SOR)**

<b>S. No.</b>	<b>CSR Ref.</b>	<b>Description of Items</b>	<b>Total Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		----- Nil -----				

**ANNEXURE –K-3**

**Schedule of Items of work to be executed**

**FOR ELECTRICAL WORKS. (PREVAILING PWD ELECTRICAL SOR)**

<b>S. No.</b>	<b>CSR Ref.</b>	<b>Description of Items</b>	<b>Total Qty</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		----- Nil -----				

**Annexure – L**

**( Referred to Para 9 of DNIT )**

**Form of Bank Guarantee for Performance Security**

**(To be used by approved scheduled banks)**

1. In consideration of the Executive Engineer, PIU Gwalior Madhya Pradesh Public Works Department (hereinafter called "the Authority") having agreed to exempt..... (Herein after called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement dated..... made between..... And ..... for .....(hereinafter called "the said Agreement") security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for (Rupees.....only). We..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Authority an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor (s) of any terms of conditions contained in the said agreement.

2. We.....Bank Limited, do hereby undertaken to pay the amount due and payable under this guarantee without any demure merely on a demand from the Authority starting that the amount claimed is due by way of loss or damage caused to or suffered by the Authority by reason of any breach by said Contractor(s) of any of the terms or conditions Contained in the said agreement or by reason of the Contactor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We ..... Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claim satisfied or till Authority certifies that the terms of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

4. We.....Bank Limited further agree with the Authority that the Authority that the Authority shall have the fullest liberty without our consent and without effecting in any manner obligations her under or very any of the terms and condition of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said contractor (s) and to force-bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liabilities by reasons of any such variation of extension having granted to the said contractor (s) for any forbearance act, or commission on the part of the Authority or any indulgence by the Authority of the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We bank ..... hereby also undertake to have the signature of Branch Manager issuing the Bank Guarantee verified from the local branch of the bank in M.P.

6. We bank ..... hereby unequivocally undertake that if the Authority invokes the guarantee the bank (issuing branch) ..... will make the payment to the Authority without any reference and demur.

7. We .....Bank Limited Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated        the        .....day        of.....20.....        For  
..... Bank Limited.

**Annexure - M**

**NO DEFECT LIABILITY CERTIFICATE**

In pursuance of **Clause.....** of contract Dated..... between the contractor M/s..... and the Governor of Madhya Pradesh, the said contractor completed under Package No..... Construction of **Soil Library Building using Prefabricated Technology with "continuous PU Sandwich Panel" or "Solid cement board foam concrete Sandwich Panel** at various places in Madhya Pradesh  
the following works on the ..... day of .....2011

<b>S. No.</b>	<b>Name of Bhavan</b>	<b>Remarks</b>
1		
2		
3		
4		
	<b>Total =</b>	

It is hereby certified that there were no defects in the works mentioned above as on .....

**(Five years and 45 days after the actual date of completion) and no liability is outstanding against the contractor on the said date.**

**Engineer-in-Charge**