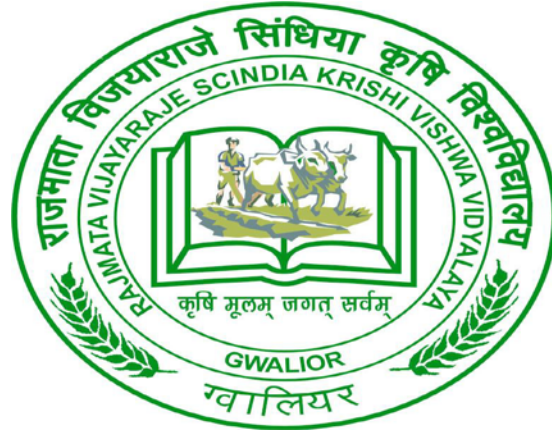


APPENDIX 2.13

(See Paragraph 2.091)

FORM A

GOVERNMENT OF MADHYA PRADESH



OFFICE OF THE EXECUTIVE ENGINEER, R.V.S.K.V.V., GWALIOR
RAJMATA VIJAYARAJE SCINDIA KRISHI VISHW VIDHYALA GWALIOR (M.P.)

**OFFICE OF THE EXECUTIVE ENGINEER
R. V. S. KRISHI VISHWA VIDYALA, GWALIOR**

SHORT TENDER NOTICE

Sealed percentage rate tenders are invited by R.V.S.K.V.V., Gwalior from 'A' from the **Registered Contractor in M.P.P.W.D. / C.P.W.D. /M.E.S. Deptt.**, For the following works through the **Registered/ Speed post** only. **The courier post is not permitted.**

No. E.E. / Tender / 2011 /Gwalior /27

Dated 10/04/2011

S. No.	Particular of Item	Esst. Cost in (Lakhs)	E.M.D in the form of F.D.R. from Nationalized Bank	Cost Of Tender Form	Class Of Contractor	S.O.R. Applicable	Time Allowed	Remark
1.	Construction of Library Building at R.V.S.K.V.V., Gwalior.	526.00	Rs. 5,26,000/-	Rs. 20,000/-	A-V & Above	MP. P.W.D. in force from 15 th June 2009. & Electrical S.O.R. in force from 1 st April 2008.	17 Months	

Last Date of download of tender farm from website www.rvskvv.nic.in

23/04/2011 up to 5:00 P.M.

Last Date of receipt of tender farm by Registered / Speed Post

30/04/2011 up to 5:00 P.M.

Date and time of opening of tender (Technical Bid)

02/05/2011 up to 4:00 P.M

The tender documents and eligibility criteria with full and further detail of above works can be downloaded from university website www.rvskvv.nic.in

The cost of the tender document should be paid at the time of submission of the tender in form of DD in favour of Executive Engineer R.V.S.K.V.V., Gwalior.

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 any postal delayed.

Note: - 1. The following document must be submitted with application for issue of tender form **by website.**

(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.

(g) Those applied earlier paid fee Rs 15000/- need to deposit additional Rs. 5000/- only in the form of DD in favour of undersigned.

**EXECUTIVE ENGINEER
R.V.S.K.V.V., GWALIOR**

Dated: - 10/04/2011

No. E.E. / Tender / 2011/Gwalior /28

THE ELIGIBILITY CRITERIA for Construction of Library Building at R.V.S.K.V.V., Gwalior:

Contractors who fulfill the following requirements apart from valid registration shall be eligible to apply.

1. Joint ventures are not accepted.
2. Should have relevant evidence from an officer of rank of executive engineer or above in original of having satisfactorily completed at least one R.C.C. frame structural building work of not less than **Rs. 300 Lakhs** or two works costing not less than **Rs. 150 lakhs** each or three works costing not less than **Rs. 100 lakhs** each a year in any Govt. / Semi Govt. department during last five year. Submit TDS certificate of the payment against the construction of such building.
3. 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.
4. Should have revenue solvency / current bank solvency certificate of Rs. 50 lakhs not letter than 12 months old.
5. Should have valid registration in Sales Tax and other relevant department.
6. Should not have incurred any loss in more than two year during the last five years ending 31st march 2009 in supports of this the contractor shall submit annual balance sheet of five years.
7. Should have relevant machinery available on hand and willingness to be inducted (own and hired) if instructed by university for the subjected work.

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
23/04/2011 up to 5:00 P.M.

Last Date of receipt of tender farm by Registered / Speed Post: 30/04/2011 up to 5:00 P.M

- The prequalification bid of the tenders shall be opened on **02-05-2011 at 04:00 P.M.** in the presence of tenders.
- **The price bid of the tender shall be opened only from tenderer qualified for the work at 04:00 P.M. on 02/05/2011 after evaluation of pre-qualification documents in the presence of tenderers.**
- The tender documents of above works can be downloaded from university website www.rvskvv.nic.in and the cost of the tender document should be paid at the time of submit ion of the tender.

**EXECUTIVE ENGINEER
R.V.S.K.V.V., GWALIOR**

**DETAILED NOTICE INVITING TENDERS
(IN FORM A, B, & C)
R.V.S.K.V.V., GWALIOR**

1. N.I.T. Form issued to
2. Tender invited fromAppropriateclass Contractor A-V & above Registered in M.P.P.W.D./C.P.W.D./M.E.S. Deptt.
 - (a) Last Date of issue/download of tender farm from website - 23/04/2011 up to 05:00 P.M.
 - (b) Last Date of receipt of tender farm by Registered / Speed Post - 30/04/2011 up to 05:00 P.M.
3. Name of work: - **Construction of Library building at R.V.S.K.V.V., campus Gwalior.**
4. Amount of Estimate: - 526.00 Lakhs.
5. Amount of Contractor Rs. Amount of estimate depending upon the tendered rate accepted
6. Amount of Earnest Money :Rs. 5,26,000/-
7. Cost of Tender & relevant S.O.R. :Rs. 20,000/-
8. Time allowed for completion :17 Months
9. Work to be done on schedule of rates issued by:
 - (i) Engineer-in-chief M.P.P.W.D. in force from 15th June 2009. And amendments up to date of N.I.T.
 - (ii) Engineer – in-chief M.P.P.W.D. E&M in forces from 1st April 2008. and amendments up to date of N.I.T. for Electric work.

EXECUTIVE ENGINEER
R.V.S.K.V.V., GWALIOR

APPENDIX .

2.13

(See Paragraph

2.091) FORM A

R.V.S.K.V.V. GWALIOR PERCENTAGE RATE

TENDER AND CONTRACT FOR WORKS General Rules

and Direction for the Guidance of Contractor

1. Tenders must be invited for all works proposed to be given on contract unless the amount of work proposed to be given on contract is Rs. 15000 or less. The N.I.T. shall be posted in public places signed by the authority inviting the tenders.

N.I.T. Will state the work to be carried out as well as the date for submitting and opening tenders & the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tendered and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, and ground rents will be granted, copies of the specifications designs and drawings and a schedule of items and rates of the various description of work, and any other documents required in connection with the work signed for the purpose of identification by the authority competent to approve the tender, shall also be open for inspection by the contractor at the office of the authority selling the tender forms during office hours.

Further that the schedule of items along with the rates payable shall be attached to the tender documents and in the event of variation in rates given in such list with the Current Schedule of Rates, the rates given in the C.S.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, In the event of the absence of any partner, it must be signed on its behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.
3. Any person who submits a tender, shall fill up above or below the C.S.R. specified in rule 1, he is willing to undertake the work. Only one rate of percentage above or below the C.S.R. on all the scheduled items shall be named. Tenders which propose any

alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No Single tender shall include more than one work, but contractors, who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.

4. The authority receiving the tenders or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and after obtaining their signatures on record, will enter the amount of the several tenders in a comparative statement in a suitable form . Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
5. The competent authority to dispose of the tenders shall have right of rejecting all or any of the tenders.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the R.V.S.K.V.V. selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorized by him.
7. The memorandum of work tendered for, and the schedule of material to be supplied by the R.V.S.K.V.V. and their issue rates be filled in and completed before the tender form is issued, if a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender .

Tender for works

I/We hereby tender for the execution for the Governor of Madhya Pradesh of the work specified in the underwritten memorandum with in the time specified in such memorandum at (in figures & words)

Rates quoted:-

S. No.	S.O.R.	Rate Above/Below
1.	Building work: - The current schedule of rates issued by the M.P.P.W.D. in force from 15 th June 2009. & Electric Fittings: - The current schedule of rates issued by the M.P.P.W.D. in force from 1 st April 2008.	

Percent below/above the rates entered in the schedule mentioned in rule 1 and in accordance in all respects with the specification, designs, drawings and instruction in writing referred to in rule 1 there of and in clause 12 of the annexed conditions and with such materials as are provided for by and in all other respects in accordance with conditions as far as applicable.

Memorandum

- (a) Name of work: - Construction of Library building at R.V.S.K.V.V., campus Gwalior.
- (b) Cost of work put to tender: - Rs. 526.00 Lakhs.
- (c) Earnest money Rs. 5, 26,000 /-
- (d) Security deposit Rs. (excluding earnest money) : @ 5%
- (e) Percentage, if any to be deducted from bills - as per P.W.D. Norms.
- (f) Time allowed for the work from dated written order to commence: 17 Months

Should this tender be accepted I/We hereby agree to abide by and fulfill all terms and Provisions of the said condition of the contract annexed hereto as far as applicable or in default, there of, to forfeit and pat to the Governor of Madhya Pradesh or his successors in office, the sums of money mentioned in the said condition. A separate sealed cover duly super scribed containing the sum of Rs. 5.26 lakh, as earnest the full value of which is to be absolutely forfeited to the Governor of Madhya Pradesh, or his successors in office. With out prejudice to any other right or remedied of the Governor of Madhya Pradesh, or his successors in office. Should I/We fail to commence the work specified in the above memorandum or Should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1 of the said condition of the Contract otherwise the said sum of Rs. shall be retained by Government on account of such security deposit as aforesaid or be full value of which shall be retained by Government on account of the security deposit in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature
(before Submission of Tender)

Signature of the Contractor

Name , Address & Occupation

Name and address of witness of Contractor

(.....) (.....) Datedday of20

Dated the ... day of20

The above tender is hereby accepted by me on behalf of the Registrar, Rajmata Vijaya Raje Scindia

Krishi Vishva Vidhyalaya,

Dated the ... day of20..

Signature of the
Authorized officers

CONDITIONS OF CONTRACT

Definition:

1. The (Contract) means the documents, forming the Notice inviting tenders and tender documents submitted by the tendered and the acceptance there of including the formal agreement executed between the Executive Engineer , Rajmata Vijaya Raje Scindia Krishi Vishay Vidyalaya and the contractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them:-
 - (a) The expressing (works) or work shall unless there by mean something either in the subject or context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract construed to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (b) The "Site" shall mean the land/ and or other places on into or through which work is to be executed under the contract or any adjacent land, path, or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The Governor, means Governor, of Madhya Pradesh & his successors in office,
 - (d) The Engineer-in-Charge means the Executive Engineer, who shall supervise and be in charge of the work and who shall sign the contract of behalf of the Governor of Madhya Pradesh.
 - (e) "Government" shall mean the government of Madhya Pradesh.
 - (f) The term Chief Engineer" means the Chief Engineer of the basin/zone/project and the Engineer-in-chief in case he is in charge of any basin/zone/project.
 - (g) The Executive Engineer, means Executive Engineer, of Rajmata Vijaya Raje Scindia Krishi Vishwa Vidyalaya & his successors in office,
 - (h) R.V.S.K.V.V. shall mean the Rajmata Vijaya Raje Scindia Krishi Vishwa Vidyalaya established by the state Government of Madhya Pradesh.

Note: Words importing the singular number include plural number and vice-versa.

SECURITY DEPOSIT

Clause 1. The person whose tender may be accepted (hereinafter called the

contractors, which expression shall unless excluded by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) shall permit R.V.S.K.V.V. at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under :-

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 percent from the payment made in the running bills, till the two together amount to 5 percent of the cost of work.

COMPENSATION FOR DELAY

Clause 2. The time allowed for the carrying out the work as entered in the tender form shall be strictly observed by the contractor and shall be deemed be the essence of the contract & shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor, for a work where completion is up to 6 months.

For works, for which the completion period is beyond six months: - The period will be reckoned from the third day after the date on which the order to commence the work is

issued to the contractor. The work shall throughout the stipulated period of contract be proceeded with all due de ligenge; keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the work before 1/2 of such time has elapsed & 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor, as compensation an amount equal to :

- 1) 1/2 percent of the value of work per week in respect of work costing up to Rs. 2,00,000.
- 2) 3/8 Percent of the value of work per week in respect of work costing above Rs. 2,00,000 and up to Rs, 5,00,000.
- 3) 1/4 percent of the value of work per week in respect of work costing above Rs. 5,00,000 and Up to Rs. 10,00,000
- 4) 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00,000 and up to Rs. 25,00,000.
- 5) 1/16 percent of the value of work per week in respect of work costing Rs. 25, 00,000 and above.

The total amount of compensation under the provision of the clause shall be limited to 6 percent of the value of work.

**THE DECISION OF THE EXECUTIVE ENGINEER, R.V.S.K.V.V. SHALL
BE FINAL.**

The delay in departmental assistance ingrained in the contract will be taken duly into account while recovering any compensation for the delay in the scales prescribed above. Where the executive Engineer decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time within the period of contract including extension granted, if any. Action when the work is left incomplete abandoned or Delayed beyond the permitted limit Allowed by the Executive Engineer, R.V.S.K.V.V.

Clause 3- In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (wether paid in one sum or deducted by installments) or committed a breach of any of the rules contained in clause - 24 or in the case of abandonment of the work, except due to permanent disability or death of the contractor, or any other cause, the Executive Engineer , R.V.S.K.V.V. on behalf of the R.V.S.K.V.V. shall give a notice before 15 days for work costing up to Rs. 10.00 lacs and before 30 days for works costing above Rs. 10.00 lacs, and in the event of the contractor failing to comply with the directions contained in the said notice, shall have power to adopt any of the following courses, as he may deem best in the interests of the R.V.S.K.V.V.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer, R.V.S.K.V.V. shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of R.V.S.K.V.V.
- b) To employ labour lpaid by the R.V.S.K.V.V. and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him which the value of the work done in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract or the cost of the labour and the price of the materials as certified by the executive Engineer whichever is less. The certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him By R.V.S.K.V.V. under the contract or otherwise or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the R.V.S.K.V.V. the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Whenever action is taken under clause 3 9a) the contractor's bill shall be finalized up within three months from the date of rescission both in the case of building works and road & bridge works.

**POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF MATERIALS TOOLS AND PLANTS
OR SALE OF CONTRACTORS PLANTS ETC**

Claus 4- In any case in which any of the powers, conferred upon the Executive Engineer, by clause-3 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected. In the event of the Registrar, putting in force either of the power (a) (b) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials, and stores, in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates, to be certified by Executive Engineer whose certificate there of shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants materials , or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Executive Engineer may

remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

EXTENSION OF TIME

Clause 5:- If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Executive Engineer, shall if in his opinion, (Which shall be final) reasonable grounds are shown therefore, may authorize such extension further extension shall be subject to previous sanction of the Executive Engineer, (grounds to be shown therefore) provided always where the executive Engineer has recommended the grant of the extension & Executive Engineer, has permitted the contractor to carry out the work reserving the right of the Authority to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to be paid to him.

Provided further if any extension applied for is proposed to be refused, the competent authority shall give contractor an opportunity to be heard before taking final decision.

FINAL CERTIFICATE

Clause 6 :- On completion of the work, the contractor shall be furnished with a certificate by the executive Engineer (hereinafter called the Engineer in charge) of such completion in the form appended at the end, but no such certificates shall be give nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, walls floors, or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof nor until the work shall have been measured by the Engineer in charge whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or

before the date fixed for the completion of the work, the Engineer in charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall for the with pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES

Clause 7:- No payments shall ordinarily be made for works estimated to cost less than Rs. 1,000 (Rs. One thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of work is considered desirable in the interest of works the contractor may be paid at the discretion of the Engineer in Charge. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such payment for works actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or erected or be considered as an admission of the due performance of the contract or any such part thereof, in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer in charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer in charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

BILLS TO BE SUBMITTED MONTHLY

Clause 8: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer in charge for all work executed in the previous month and the Engineer in charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as for as admissible adjusted if possible before expiry of ten days from the presentation of the bill. If the contractor does not submit

the bill within the time fixed as aforesaid the Engineer in charge may depute a subordinate to measure up the said work in presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer in charge may prepare a bill from such list which shall be binding on the contractor in all respects.

BILLS TO BE ON PRINTED FORMS

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

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

RECEIPTS TO BE SIGNED BY PARTNERS OR PERSONS HAVING AUTHORITY TO DO SO

Clause 10:- Receipts for payment made on account of a work when executed by a firm must also be signed by the several partners, except where the contractor are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm

ADVANCES TO CONTRACTORS

Clause 11(B):- Advances to contractors, are as a rule prohibited, and every endeavour should be made to maintain a system, under which no payment are made except for work actually done Exceptions are however, permitted in the following cases:-

Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought sites, Divisional Officer may in such cases sanction advance up to an amount not exceeding 75% of the value but 90% in the case of steel as assessed by the Divisional Officer) provided that the rate allowed in no case is more than the rate payable for the finished item as stipulated in the contract of such materials Provided that they are of imperishable nature and that a formal agreement is drawn up with the correctors under which Government Secures a lien on the materials and is satequarred against loses due to the contractor postponing the execution of the work or to the shortage

or misuse of the materials, and against the expense entitled for their proper watch and safe custody.

Payment of such advance should be made only on the certificate of an officer not below the rank of Sub Divisional Officer, that the quantities of materials upon which the advance are made have actually been brought to site, that the contractor has not previously received any advance on the security and that all the materials are required by the contractor for use on items of work for which for finished work have been agreed upon recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills, for work done as the materials are used the necessary deductions being made whenever the item of work is which they are used are billed for.

Before granting the above secured advance the contractor shall sign the prescribed indenture bond in the prescribed form.

WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWING ORDER ETC.

Clause 12:- The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faith fully to the designs, drawings and instructions in writing relating to the work signed by the Engineer in charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs drawings and instruction aforesaid.

C.P.W.D. specification shall apply along with the various I.S.I. codes in the case of any variance the following order of precedence shall prevail :-

- 1) Specifications as per N.I.T.
- 2) Specifications as per C.S.R. made applicable
- 3) I.S.I. Code I.C.C. Specification.
- 4) C.P.W.D. Specification.
- 5) Mode of measurements for building shall be as provided in the C.S.R. applicable to the contract. Where such mode of measurement is not specified in the C.S.R. . It shall be done as per I.S.I. code of building measurement. However if any mode of measurement is specifically mentioned in the N.I.T. the same will get precedence

over all the above.

Clause 12: A In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge, the contractor shall whenever, required, in the course of manufacture, arrange, and afford all facilities for purpose of inspection and test of all or any of the parts and the material used therein to any officer of the Directorate of Inspection of the Ministry of works. Production and supply of the Government of India, and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection. All inspection charges will be payable by the contractors.

(This clause may be struck off if the tender is not for bridge work).

ADDITIONS ALTERATIONS IN SPECIFICATIONS AND DESIGNS:

Clause 13- The Engineer- in charge shall have power to make any alterations in omissions from additions to or substitutions for the original specification drawings, designs and instructions, that may appear to him be necessary or advisable during the progress of the work & the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer in charge and such alterations omissions additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work & at the same rates as are specified in the tender for the main work, provided the total value of such increased or altered or substituted work does not exceed 25% of the amount put to tender, inclusive of contractor's percentage . If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS

Time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractors work and certificate of the Engineer in charge shall be conclusive as to such proportion.

RATES FOR WORKS NOT IN SCHEDULE OF RATES MADE APPLICABLE

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of work shall be carried out at

the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below/ above the schedule the schedule of rate, the altered additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/ plus the same percentage deduction addition and if such class of work is not entered in & arrange to carry it out in such manner as may be considered advisable provided always and if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out on expenditure incurred by him prior to the date determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer in charge . In the event of a dispute the decision of the Registrar, shall be final.

If during the course of execution where it is found necessary that certain item/ items of work not provided for in the CSR made applicable required to be carried out then the Engineer in charge shall identify such item/ items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer in charge shall obtain approval/ modification of the proposed rate from the competent authority and communicate the same with a period of 4 weeks to the contractor. In case the contractor agrees to the above rates as fixed by the competent authority then they shall form part of supplementary schedule of the contract agreement. If the contractor does not agree to the rate of the competent authority then it shall be open for the Engineer in charge to get the work executed through any other agency. The contractor will not however be entailed to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work be executed by alternative agency.

If the contractor commences non schedule work or incur expenditure in regard there to before the rates shall have been determined by the competent authority then he shall be entitled for payment for the work done as may be finally decided by the competent authority in the event of dispute, the decision of the Executive Engineer, R.V.S.K.V.V. shall be final.

NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR

ALTERATION IN OR RESTRICTION OF WORKS

Clause - 14 If at any time after the execution of the contract documents the

engineer in charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally, or partially, as the case may be in any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs & instructions which may involve any curtailment of the work as originally contemplated, where however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Engineer in charge, provided they are not in excess of requirements and are of approved quality and / or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him , the amount of such compensation to be determined by the Engineer in charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Engineer in charge. Whose decision shall be final may consider reasonable, Provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer in charge the labour could have been employed by the contractor elsewhere for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than six months, then this suspension of the work will be considered as permanent stoppage of the work contractor can determine the contract if he so desires.

TIME LIMIT FOR UNFORESEEN CLAIMS

Clause 15- Under no circumstances whatever shall the contractor be entitled to any compensation from R.V.S.K.V.V. on any account unless the contractor shall have submitted a claim in writing to the Engineer in charge within one month of the cause of such

claim occurring.

ACTION AND COMPENSATIONS PAYABLE IN CASE OF BAD WORK

Clause 16- If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer in charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer in charge to intimate this fact in writing to the contractor, & then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed certified & Paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper & suitable materials or articles at his own proper charge & cost & in the event of his failing to do so within a period to be specified by the Engineer in charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent, one the amount of contract put to tender every day not exceeding ten days during which the failure so continues, and in the case of any such failure the Engineer in charge may rectify or remove and re execute the work or remove and replace the materials or articles complained of as the case may be at the risk & expense in all respects of the contractor. Should the Engineer in charge consider that any such inferior work or material as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

WORK TO BE OPEN FOR INSPECTION CONTRACTOR OR

RESPONSIBLE AGENT TO BE PRESENT

Clause 17- All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer in charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer in Charge or his subordinate to visit the work shall have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

Clause 18- The contractor shall give not less than five days notice in writing to the Engineer in Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER CERTIFICATE

Clause 19 :- If the contractor or his work people or servants shall break, deface, injure, or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires trees grass or grass land or cultivated ground continuous to the premises on which the work or any part of it is being, executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in it within twelve months (six months in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall made good the same at his own expense or in default, the Engineer-in-Charge may cause the same to the made good by other workman, and deduct the expense (of which certificate of the Engineer-in-Charge shall be final) from any sums of the may be then or at any time there after may due to the contractor from security deposits, or the proceeds of sale there of or of a sufficient position thereof.

The contractor hereby also covenant that it shall be his responsibility to see that the buildings constructed under this contract do/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Engineer-in-Charge during the staid period, the same shall be removed by him at his own expenses' or in default the Engineer-in-Charge may get them removed and deduct the expenses thereof from any sum that may be then due to or may become due to the contractor or from the security deposits of the contractor, an amount equal to 20% cost of the roof shall not withstanding anything contained in this clause be retained, till the roots

are tested during two consecutive rainy seasons as aforesaid and the defects are fully removed and if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrears of land revenue/cash security. The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate provided that all the recoveries outstanding against him are realized 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed, balance 25% shall be refunded after the final bills is passed.

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

Clause 20 :- The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's Stores plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works, requisite for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision lights fencing etc. the contractor shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury, sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim

by any such person.

COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF

THE WORKMAN'S COMPENSATION ACT, 1923

Clause 21:- In every case in which by virtue of the provision of section 12 sub-section (1) of the work-man's compensation Act, 1923 R.V.S.K.V.V. is obliged to pay compensation to a workman employed by the contractor in execution of the works, R.V.S.K.V.V. will recover from the contractor the amount of compensation so paid and without prejudice to the rights of R.V.S.K.V.V. under section (1) sub-section (2) of the said Act. R.V.S.K.V.V. shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by R.V.S.K.V.V. to the contractor whether under this contract or otherwise R.V.S.K.V.V. may not be bound to contest any claim made against them under section-12. Sub-section (1) of the said Act except on the written request of the contractor and upon his giving to R.V.S.K.V.V. full security for all cases for which R.V.S.K.V.V. might become liable in consequence contesting such claim.

LABOUR

Clause 22:- The contractor should get himself registered under-contract-labour regulations and abolition Act, 1970 including its amendments after getting a certificate from the principal employer, who will be the Engineer-in-charge. And he should follow all the guidelines issued by Govt/ labour welfare department applicable as per norms.

Clause 23:- Labour below the age of 14 years – No labour below the age of 14 years shall be employed on the work.

FAIR WAGE

Clause 24:- The contractor shall pay not less than fair wage to labours engaged by him on the work. Explanation :- (a) [Fair wage], means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been notified, the wages prescribed by the Collector Gwalior.

(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-contractors in connection with the said work, as if the

labourers had been immediately employed by him.

(c) In respect of labour directly or in director employed on the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be completed with the Labour, Act inforce.

(d) The Executive Engineer / Asst. Engineer shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required or making good the loss suffered by a workers by reason of non-fulfillment of the conditions of the contract for the benefit of the worker or workers, nonpayment of wages of deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the regulations.

(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-contractors.

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

WORK NOT TO BE SUBLET

Clause 25:- The contract may be rescinded and security deposit forfeited, for subletting bribing or if contractor become insolvent:-

The contract shall not be assigned or sublet without the written approval of the Registrar, And if the contractor shall assign or sublet his contract, or attempt, so to do, or become insolvent commence any insolvency proceedings or Make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward of advantage pecuniary or otherwise, shall either directly or in directly be given, promised or offered by the contractor, any of his servants or agents to any public officer or person in the employ of R.V.S.K.V.V. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Registrar, R.V.S.K.V.V. may there up on by notice in writing resend the contract, and the S.D. of the contractor shall there on stand forfeited and be absolutely at the disposal of R.V.S.K.V.V. and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be

paid for any work thereto for actually performed under the contract.

If the contractor gets item/items of work executed on a task rate basis with or without materials this shall not amount to be sub-letting of the contract.

Sum Payable by Way of Compensation to be considered as Reasonable Compensation without Reference to Actual Loss.

Clause 26:- All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the use of R.V.S.K.V.V. without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHARGE IN THE CONSTITUTION OF FIRM

Clause 27: In the case of a tender by partner any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

WORK TO BE UNDER THE DIRECTION OF EXECUTIVE ENGINEER/

SUPERINTENDING ENGINEER

Clause 28:- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer Superintending Engineer R.V.S.K.V.V. for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

ARBITRATION CLAUSE

Clause 29 :- Except as otherwise provided in this contract all question and dispute relating to the meaning of the specifications, designs, drawings and instruction here in before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the work, or the execution or after the completion or abandonment there of shall be referred to the Superintending Engineering in writing for his decision, within a period of 30 days of such occurrence. There upon the superintending Engineer shall give his wirting instructions and or decisions within a period of 60 days of such request This period can be extended by mutual consent of the parties.

Upon receipt of written instructions or decisions the period can be extended by mutual consent of the parties. Such instructions or decisions if the Superintending Engineer fails to give his instructions or decisions in writing within a period of 60 days or mutually agreed time after being requested of if the parties are aggrieved against the decision of S.E. Parties may within 30 days prefer an appeal to the Chief Engineer who shall afford an opportunity to the parties to be heard and to add evidence in support of his appeal. The Chief Engineer will give his decision within 9 days. If any party is not satisfied with the decision of the Chief Engineer, he can refer such disputes for arbitration by an Arbitration Board to be constituted by the State Government which shall consist of three members of whom one shall be chosen from among the officers belonging to the Department not below the rank of S.E. One Retired Chief Engineer of any Technical Department, and one serving officer not below the rank of S.E. Belonging to another technical Department.

The following are also the terms of this contract namely:-

- (a) No person other than the aforesaid Arbitration Board constituted by the Government to handle cases of all technical Departments shall act as Arbitrator and if for any reason that is not possible, the matter shall not be referred to Arbitration at all.
- (b) The State Government may at any time effect any change in the personnel of the Board and the new members or members appointed to the Arbitration Board shall be entitled to proceed with the reference from the stage at which it was left by his or their predecessors.
- (c) The party invoking arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

(d) Where the party invoking arbitrations the contractor no reference for arbitration shall be main tainagle. Unless the contractor furnishes a security deposit of a sum determined according to the table given below and the sum so deposited shall on the determination of Arbitration proceedings e adjusted against the cost if any awarded by the Board against the party and the balance remaining after such adjustment or in the absence of such of such cost being awarded the whole of the sum shall be refunded to his within one month from the date of the award.

Amount of claim For Claim Rs. 10,000 For Claims of Rs. 10,000 & above but below Rs. 1,00,000	Rate of Security Deposits 5% of the amount claimed 3% of the amount claimed subject to minimum of Rs. 500
For claims of Rs. 1,00,000 & above	2% of the amount claimed subject to a minimum of Rs. 3,000

(e) If the contractor does not make any demand for arbitration in respect of any claim (s) in writing within 90days on receiving intimation from the Executive engineer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged or released of all liabilities under the contract is respect of such claims.

(f) The arbitration Board may from time to time, with the consent of the parties extend the time for making the award.

(g) A reference to the Arbitration Board shall be no ground for not continuing tye work on the part of the contractor and payment as per term and conditions of the agreement shall be continued by the Department.

(h) Except where otherwise provided in this contract, the provisions of the Arbitration Act 1940 and the rules made there under for the time being in force, shall apply to the arbitration proceeding under this clause.

LUMP SUMS IN ESTIMATE

Clause 30 :- When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the

items of work involved of the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-Charge Capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimates, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with, regard to any sum of sums payable to him under the provisions of this clause.

ACTION WHERE NO SPECIFICATION

Clause 31:- In the case of any class of work for which there is no such specification as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by Superintending Engineer/ Executive Engineer, for application to works in the R.V.S.K.V.V. and in the event of there being no such specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-Charge.

CONTRACTORS PERCENTAGE PAYABLE ON AMOUNT OF BILLS

Clause 32:- Subject to the provisions contained in clause 9 of this agreement, the percentage referred to at para 7 of the Tender, will be deducted from/added to the amount of the bills as worked out only form items of work done after deduction of the cost of materials supplied by the R.V.S.K.V.V. out only form items of work done after deduction of the cost of materials supplied by the R.V.S.K.V.V.

CLAIM FOR QUANTITIES ENTERED IN THE TENDER OR ESTIMATE

Clause 33:- Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.

Clause 34 :- No compensation shall be allowed for any delay caused in the Starting of the work on account of acquisition of land, or in the cause of clearance works on account of any delay in according sanction to estimates.

EMPLOYMENT OF SCARCITY LABOUR

Clause 35 :- If Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work, the Contractor, shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by

the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Executive Engineer whose decision shall be final and binding on the contractor.

REFUND OF QUARRY FEES AND ROYALTIES

Clause 36 :- All quarry fees, royalties, octopi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will, not be entitled for the refund there of.

TECHNICAL EXAMINATION

Clause 37:- The R.V.S.K.V.V. shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts. Etc. to be made as per payments of the final bill and if as a result of such Audit and Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the R.V.S.K.V.V. to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the R.V.S.K.V.V. account. If it is found that the contractor was paid lesser than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the R.V.S.K.V.V. to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the Registrar, shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, no recovery, should be made without orders of the Registrar,, whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within a period of twelve months from the date of completion.

DEATH OR PERMANENT INVALIDITY OF CONTRACTOR

Clause 38:- If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

However if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

PENALTY FOR BREACH OF CONTRACT

Clause 39:- On the breach of any term or condition of this contract by the contractor the said Executive Engineer, shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining, and to realize and retain the same as damages and compensation for the said breach but without prejudice to the right of the Executive Engineer, to recover further sums as (damages) from any sums due or which may become due to the contractor by R.V.S.K.V.V. or otherwise however.

Note: The person or firm submitting the tender should see that the rates in the schedule showing materials to be supplies by the R.V.S.K.V.V. from filled up by the Engineer-in-Charge, on the issue of the form prior to the submission of the tender.

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for the has been accepted by me/behalf of the R.V.S.K.V.V. day of 20 And you are hereby ordered to commence the work.

Executive Engineer

The notice of the Contractor(s) to start work from the day of 198 was issued vide this office memorandum No..... Dated the 20.....

Signature of Contractor.

Signature of
Executive Engineer
R.V.S.K.V.V., Gwalior

COMPLETION CERTIFICATE

In pursuance of clause 6 of the agreement in form dated

..... between the contractor Shri and the R.V.S.K.V.V. it is hereby certified that said contractor has duly completed the execution of the work undertaken by him there under, on the Day of 20

Signature of the

(Executive Engineer)

R.V.S.K.V.V. Gwalior

Name of work: - Abstract for Construction of Library Building

R.V.S.K.V.V. Gwalior

S.NO.	PARTICULARS	QUANTITY	RATE / @	UNIT	AMOUNT IN RUPEES	REMARKS
1.	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50m outside the periphery of the area cleared. As per SOR Page No. (4) Item No. (2.2)	3575.00	285	100 sqm	Rs. Two hundred eighty five only	
2.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in over areas foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. 2.6.1 All kinds of soil. As per SOR Page No. (4) Item No. (2.6)	1630.171	107.00	cum	Rs. One hundred seven only	
3.	Preconstruction curative Cum. preventive anti termite treatment to the building under construction by providing (i) surface treatment by spreading emulsion over the plinth area before laying the base concrete under floors @ 5.0 litres / Sqm.(ii) Pumping the emulsion in plinth masonry on filling side at floor junction @ 7.5 litres /Sqm. (iii) Pumping the emulsion from outer side of the plinth below ground around the masonry @ 5.0 litres /Sqm as per I.S. 8944 Emulsion. (1Chlorpyrifos: 19 water) with five years service guarantee (Measurements to be taken for plinth area) As per SOR Page No. (8) Item No. (2.31)	3000.00	132.00	sqm	Rs. One hundred thirty two only	
4.	Filling available excavated earth (excluding rocks) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50m and lift up to 1.5m. As per SOR Page No. (7) Item No. (2.24)	2466.189	49.0	cum	Forty nine rupee only	
5.	Extra for every additional lift of 1.5 m or part thereof in. 2.25.1 All kinds of soil. As per SOR Page No. (7) Item No. (2.25)	1025.63	127.00	cum	Rs. One hundred twenty seven only	
6.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 4.1.2 With 40mm nominal size graded stone aggregate 4.1.2.3 M 7.5 As per SOR Page No. (15) Item No. (4.1.2)	196.39	2546.00	cum	Rs. One thousand five hundred forty six only	
7.	Providing and laying in position specified grade of reinforced cement concrete (with 20mm nominal size graded stone aggregate) excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 5.1.1 M 20 Nomial mix As per SOR Page No. (20) Item No. (5.1)	923.185	3936.00	cum	Rs. Three thousand nine hundred thirty six only	
8.	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire up to floor two level including all wastage etc. complete. 5.16.3 Cold twisted bars (CTD) As per SOR Page No. (22) Item No. (5.16.3)					

	R.C.C up to Plinth level	110782.2	42 .00	kg	Rs. Forty two only
	R.C.C Ground floor	69557.64	42.00	kg	Rs. Forty two only
	R.C.C. first floor	65058.12	42.00	kg	Rs. Forty two only
9.	Brick work with well burnt chimney bricks in bulls patent trench kiln, crushing strength not less than 25kg /sqcm and water absorption not more than 20% in foundation and plinth. As per SOR Page No. (27) Item No. (6.2.2)	156.385	2190.00	cum	Rs. Two thousand one hundred ninety only
10.	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, posts and struts suspended floor roof slab, beams, etc. up to floor two level excluding cost of centering, shuttering, finishing and reinforcement : 5.2.1 M 20 Nominal mix (with 20mm nominal size graded stone aggregate) As per SOR Page No. (20) Item No. (5.2)				
	R.C.C. work in super structure	579.647	4321.00	cum	Rs. Four thousand three hundred twenty one only
	R.C.C. for First floor	542.151	4321.00	cum	Rs. Four thousand three hundred twenty one only
11.	Centering and shuttering including strutting, propping etc. and removal of form for :				
(A)	5.9.1 Foundations, footings, bases of columns, etc. for mass concrete up to plinth level As per SOR Page No. (21) Item No. (5.9)	362.34	127.00	sqm	Rs. One hundred twenty seven only
(B)	5.9.8 Vertical and horizontal fins individually or forming box louvers band, facias and eaves boards Weather shade, Chajjas, corbels etc., including edges.	411.69	259.00	sqm	Rs. Two hundred fifty nine only
(C)	5.9.2 Walls (any thickness) including attached pilasters buttresses, plinth beams and string courses etc. up to plinth level.	2423.36	193.00	sqm	Rs. One hundred ninety three only
	R.C.C. work in super structure Ground floor	4587.74	199.00	sqm	Rs. One hundred ninety nine only
	R.C.C. for First floor	3596.76	199.00	sqm	Rs. One hundred ninety nine only
(D)	5.9.4 All types of staircases including riser & landing	180.125	248.00	sqm	Rs. Two hundred forty eight only
12.	Brick work with well burnt chimney bricks in bulls patent trench kiln, crushing strength not less than 25kg /sqcm and water absorption not more than 20% in foundation and plinth 6.2.2 Cement Mortar 1:6 (1 cement: 6 sand). As per SOR Page No. (27) Item No. (6.2.2)				
	Ground floor	234.756	2211.90	cum	Rs. Two thousand two hundred eleven & paise ninety only
		233.666	2233.90	cum	Rs. Two

	First floor				thousand two hundred thirty three & paise ninety only	
	Parapet Wall	54.912	2255.80	cum	Rs. Two thousand two hundred fifty five & paise eighty only	
13.	<p>Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations: a) Applying a slurry coat of neat cement using 2.75 kg/sqm. of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls up to 300mm height including cleaning the surface before treatment. b) Laying brick bats with mortar using broken bricks/brick bats 25 mm to 115mm size with 50% of cement mortar 1:5 (1 cement : 5 sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs c) After two days of proper curing applying a second coat of cement slurry using 2.75kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge. d) Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement: 4 sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge including laying glass fibre cloth type II grade - I tissue reinforced of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3mm deep. e) The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test. All above operations to be done in order and as directed and specified by the Engineer-in-Charge :(with five years service guarantee). 22.7.1 With average thickness of 150mm and minimum thickness at khurra as 75 mm.</p> <p>As per SOR Page No. (187) Item No. (22.7.1)</p>	2206.88	744.00	sqm	Rs. Seven hundred forty four only	
14.	<p>6 mm cement plaster of mix :CM 1:3 (1 cement: 3 sand)</p> <p>As per SOR Page No. (99) Item No. (13.8)</p>	5608.47	69.00	sqm	Rs. Sixty nine only	
15.	<p>Kota / cuddapah stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 sand) : 11.23.1 25 mm thick.</p> <p>As per SOR Page No. (83) Item No. (11.23)</p>	617.9	670.00	sqm	Rs. Six hundred seventy only	
16.	<p>Kota /cuddapah stone slabs 25 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement 3 sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including</p>	30.36	701.00	sqm	Rs. Seven hundred one only	

	rubbing and polishing complete. As per SOR Page No. (83) Item No. (11.24)					
17.	Providing and laying polished vitrified floor tiles in different sizes of 10mm thickness with water absorption's less than 0.08% and conforming to IS : 15622 of approved make in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 sand) including grouting the joints with white cement and matching pigments etc., complete. 11.34.2 Size of Tile 60x60 cm As per SOR Page No. (85) Item No. (11.34.2)	3098.31	958.00	sqm	Rs. Nine hundred fifty eight only	
18.	Granite stone flooring with 18mm thick granite stone (sample of granite shall be approved by engineer-in-charge) over 20mm (average) thick base of cement mortar 1:4 (1 cement: 4 sand) laid and jointed with white cement slurry mixed with pigment of required shade to match the shade of stone complete. (area of slab over 0.50 sqm) (Item to be executed only in public buildings.) As per SOR Page No. (86) Item No. (11.39)					
	Ground floor	1881.48	2367.00	sqm	Rs. Two thousand three hundred sixty seven only	
19.	Steel work welded in built up sections frame work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc as required hoisting, fixing in position and applying a priming coat of approved steel primer: 10.23.2 In grating, frames, guard bars, ladders, railings, brackets, gates and similar works. As per SOR Page No. (74) Item No. (10.23)	11390.00	55.50	kg	Rs. Fifty five & paise fifty only	
20.	Providing and fixing in position collapsible steel shutters with vertical channels 20x10x2mm and braced with flat iron diagonals 20x5mm size with top and bottom rail of T-iron 40x40x6mm with 40mm dia, steel pulleys complete with bolts, nuts, locking arrangement, stoppers ,handles, including applying a priming coat of approved steel primer. As per SOR Page No. (71) Item No. (10.3)	19.08	2731.0		Rs. Two thousand seven hundred thirty one only	
21.	15 mm cement plaster 1:3 (1 cement: 3 sand) finished with a floating coat of neat cement on the rough side of single or half brick wall. As per SOR Page No. (99) Item No. (13.5)	5761.76	106.00	sqm	Rs. One hundred six only	
22.	Providing and applying Birla/J.K. or equivalent wall care exterior/interior mix putty for outer surface i/c sand papering for making the surface smooth for applying any or vinyl paint with all cost of materials, labours, and scaffolding etc. in all position complete.(this Item is to be executed only in new public buildings). As per SOR Page No. (106) Item No. (13.70)	11370.23	93.00	sqm	Rs. Ninety three only	
23.	Finishing walls with Deluxe Multi surface paint system for interiors and exteriors using primer as per manufacturers specifications : 13.37.1 Two or more coats applied @ 1.25 ltr/10 sqm. Over and including one coat of Special primer applied @0.75 ltr / 10 sqm. As per SOR Page No. (102) Item No. (13.37.1)	11370.23	71.00	sqm	Rs. Seventy one only	
24.	Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. hoisting, fixing in position and applying a priming coat of approved steel	2754.00	55.50	kg	Rs. Fifty five & paise fifty only	

	10.23.2 In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works. As per SOR Page No. (74) Item No. (10.23)					
25.	Stone work (machine cut edges) for wall lining etc. (vener work) backing filled with a grout of 12mm thick cement mortar 1:3 (Cement : 3 sand) including pointing in white cement mortar 1:2 (1white cement : 2 stone dust/sand) with an admixture of pigment matching the stone shade : (To be secured to the backing by means of cramps which shall be paid for separately) : 7.23.2.5 30 mm thick As per SOR Page No. (33) Item No. (7.23.2.5)	3055.00	1340.00	sqm	Rs. One thousand three hundred forty only	
26.	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: 13.50.1 Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture. As per SOR Page No. (104) Item No. (13.50)	485.92	56.00	sqm	Rs. Fifty six only	
27.	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS : 1285, fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing and paneling to be paid for separately) : 21.1.1 For fixed portion 21.1.1.2 Powder coated aluminium (minimum thickness of powder coating 50 micron) As per SOR Page No. (182) Item No. (21.1.1.2)	12513.48	255.00	kg	Rs. Two hundred fifty five only	
	21.1.1.2 Powder coated aluminium (minimum thickness of powder coating 50 micron)	8778.00	231.00	kg	Two hundred thirty one only	
28.	Providing and fixing 100mm brass locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete. As per SOR Page No. (184) Item No. (21.1.1)	60	360.00	nos	Rs. Three hundred sixty only	
29.	Providing and fixing double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors including cost of cutting floors as required, embedding in floors and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge. 21.2.1 With stainless steel cover plate As per SOR Page No. (182) Item No. (21.2.1)	60	1730.00	nos	Rs. One thousand seven hundred thirty only	
30.	Providing and fixing glazing in steel doors windows, ventilator, shutters & partitions etc. per architectural drawing & as per direction of engineer-in-charge. With steel beading metal sash putty. 10.25.2 With float glass 5.5mm thick As per SOR Page No. (74) Item No. (10.25.2)	466.03	800.00	sqm	Rs. Eight hundred only	

31.	Providing and fixing panelling or panelling and glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters 25 mm to 40 mm thick : 9.7.5.4 Pre-laminated particle board with decorative lamination on both sides, Grade I, Type II, IS: 12823 marked. As per SOR Page No. (42) Item No. (9.7.5.4)	476.41	1074.00	sqm	Rs. One thousand seventy four only
32.	Providing and fixing fly proof galvanised M.S. wire gauge to windows and clerestory windows using galvanised M.S. wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.63 mm. 9.51.1 With 2nd class teak wood beading 62X19 mm. As per SOR Page No. (49) Item No. (9.51)	466.03	636.00	sqm	Rs. Six hundred thirty six only
33.	Add extra for providing S.S wire gauge of average width of aperture 1.4mm with wire gauge of 0.63mm instead of M.S wire gauge for item 9.27, 9.28, 9.29, 9.30, 9.51 As per SOR Page No. (49) Item No. (9.52)	466.03	182.00	sqm	Rs. One hundred eighty two only
Base Items					
1.	Providing and fixing of stainless steel railing in 14 gauge S. S. tube of 304 grade including welding with 304 grade standard welding rods including grinding, polishing putty etc. complete fixed on stone tile floors with properly filling of readymade grouting mix (fosroc locks or equivalent) including cost of accessories caps etc. complete as per design & details instructed by Architect.	1309.00	450.00	kg	Rs. Four hundred fifty only
2.	Providing and fixing 4 mm thick sheet made of virgin U.V resistant polycarbonate material in rebbed/bubble/silk pattern over steel structure with aluminum riveting or bolts etc. and sealing joints and gaps with UV resistant silicone sealants, water proofing tapes etc. of appropriate grade and type to make the system leak proof for all heights including scaffolding etc. complete.	206.55	2050.00	sqm	Rs. Two thousand fifty only
3.	Providing and fixing structural glazing over the façade of the library building as per design, of 5.5mm thick reflective glass of 600x900mm size over 40x50mm aluminium section frame of required size to house the glass panels. The glass panels shall be fixed with appropriate type of double sided water proofing adhesive tape and the gap between the glasses shall be filled with water proofing silicon sealant compound of approved make etc. at all heights including scaffolding etc. complete.	550.00	2950.00	sqm	Rs. Two thousand nine hundred & fifty only

Note: - 1. Items for water supply and sanitary fittings shall be executed as per S.O.R. during execution of work.

2. Other items of S.O.R. can also be incorporate during execution of building works, Building Works S.O.R. M.P. P.W.D. w. e. f. 15 June 2009 and for electrification work Electrical S.O.R. M.P. P.W.D. with effect 15 April 2008.

3. The rate above or below quoted by the contractor shall be payable on the above base items also.

Executive Engineer