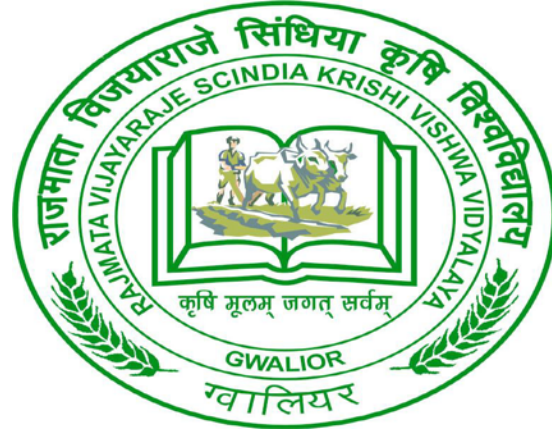


APPENDIX 2.13

(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 VISHWA VIDHYALA GWALIOR (M.P.)

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

Short Tender Notice

Sealed percentage rate tenders are invited by R.V.S.K.V.V., Gwalior form '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 / 2012 /Gwalior /999

Dated: - 17/01/2012

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 Till the Date of Download of the Tender Form	S.O.R. Applicable	Time Allowed i/c Rainy Season	Remark
1.	Construction of Seed Technology Lab at COA Gwalior	60.00	60,000/-	10,000/-	C & Above	MP. P.W.D. in force from 15 th June 2009. & Electrical S.O.R. in force from 1 st April 2008. amended up to till date	09 Month	2 st Call
2.	Construction of Staff Quarter KVK Ashok Nagar (4 G-Type & 2 H-Type Qtr.)	43.01	50,000/-	5000/-	----Do----	----Do----	06 Month	2 nd Call
3.	Construction of Staff Quarter KVK Sheopur (Baroda) (4 No. G-Type)	43.92	50,000/-	5000/-	----Do----	----Do----	06 Month	1 st Call
4.	Renovation and Construction Chickpea lab at Sehore	27.00	50,000/-	5000/-	----Do----	----Do----	04 Month	1 st Call
5.	Renovation and Construction Pigeopea Biotech lab at ZARS Khargone	50.00	50,000/-	5000/-	----Do----	----Do----	06 Month	1 st Call
6.	Renovation and Construction Pigeopea Biotech lab at ZARS Sehore	50.00	50,000/-	5000/-	----Do----	----Do----	06 Month	1 st Call
7.	Strengthening & Construction of field lab Bind Farm	43.00	50,000/-	5000/-	----Do----	----Do----	06 Month	1 st Call
8.	Construction of Boundary wall at College of Agriculture Sehore	17.50	35,000/-	2000/-	----Do----	----Do----	03 Month	1 st Call
9.	Construction of Library Building at B.M. College of Agriculture Khandwa	45.00	50,000/-	5000/-	----Do----	----Do----	06 Month	1 st Call
10.	Construction of Badminton Hall at College of Agriculture Khandwa	21.25	42,500/-	5000/-	----Do----	----Do----	06 Month	1 st Call
11.	Construction of Vehicle Stand at B.M. College of Agriculture Khandwa.	03.00	6,000/-	2000/-	----Do----	----Do----	02 Month	1 st Call
12.	Construction of Boundary wall at College of Agriculture Khandwa	10.00	20,000/-	2000/-	----Do----	----Do----	02 Month	1 st Call
13.	Construction of Tar Road at College of Agriculture Khandwa	08.35	16,700/-	2000/-	----Do----	PWD Bridge SOR In force from 15/04/2009 and amended up to till date	03 Month	1 st Call

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

30/01/2012 up to 5:00 P.M.

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

08/02/2012 up to 5:00 P.M.

Date and time of opening of tender

Next working day at 3:00 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. up to the Date of Download of the Tender Form.

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) Experience Certificate (d) List of work in hand (e) TIN No.

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

OFFICE OF THE EXECUTIVE ENGINEER
R. V. S. KRISHI VISHWA VIDHYALAYA, GWALIOR.
DETAILED NOTICE INVITING TENDERS
IN FORM 'A'
FOR CONSTRUCTION & MAINTENANCE WORK

NIT No. 999

Date 17/01/2012

NIT. form Issued to

.....
.....
.....

Tender invited from

Class Contractor :- C & Above

The deadline for receipt of tender

(Time & Date):-08/02/2012 up to 5:00 P.M.

The deadline for receipt of Application

30/01/2012 up to 5:00 P.M.

Forms for purchase of tender document

www.rvskvv.nic.in

Name of work

Construction of Tar Road at B.M. College of
Agriculture Khandwa.

Amount of contract

08.35 Lakhs

Amount of earnest money

16,700/-

Cost of tender

2,000/-

Time allowed for completion

03 Month i/c Rainy Season

Work to be done on schedule of rates issued by **PWD Bridge SOR In force from 15/04/2009 and amended up to till date** The following clauses of this N.I.T. are not applicable for this work.

Date

Signature of officer
Issuing N.I.T.

OFFICE OF THE EXECUTIVE ENGINEER
R. V. S. KRISHI VISHWA VIDHYALAYA, GWALIOR
DETAILED NOTICE INVITING TENDER

(IN FORM AB & C FOR CONSTRUCTION AND MAINTENANCE WORKS)

N.I.T. No 999

Date 17/01/2012

The deadline for receipt of Tender :- 08/02/2012 up to 5:00 P.M.

(Time & Date)

The deadline for receipt of application forms for purchase of tender documents 30/01/2012 up to 5:00 P.M. (Date)

1 INTRODUCTION :-

Sealed tenders are invited on behalf of the Governor of Madhya Pradesh for the works detailed below in prescribed form..... and will be received through registered post (A.D.) only till the close of office hours in the office of the Superintending Engineer./Executive Engineer R.V.S.K.V.V. Gwalior on the from categories :- C & Above

(i) of 'A' class contractors registered in the office of the Engineer-in-chief, P.W.D. M.P. Bhopal, C.P.W.D.

(ii) and class contractors registered in the office of Chief Engineers,

P.W.D Zone,.....

(iii) °B class contractors registered in the office of Superintending Engineer, P.W.D.....Circle

(iv) 'C' class contractors registered in the office of Executive Engineer, P.W.DDn.....

1 Name of the work Construction of Tar Road at B.M. College of Agriculture Khandwa.

2 Probable amount of contract 08.35 Lakhs

3 Amount of earnest money 16,700/-

4. Time allowed for completion **03 months including rainy season** from the date of written order to commence the work.

1.2 The electrical work shall be executed only by contractors possessing valid electrical license from the Chief Electrical Advisor to the Government of Madhya Pradesh. A copy of the said license will have to be attached with the tender.

1.2.1 Where the contract for civil works of any building includes electrical works also, the Executive Engineer R.V.S.K.V.V., Gwalior Dn. concerned would be the Engineer-in-Charge so far as electrical works component is concerned.

1.2.2 The Superintending Engineer" referred to clause 13 of appendix 2.13 or appendix 2.14 (Agreements in form 'A' and 'B' respectively) would refer to the Superintending Engineer, R.V.S.K.V.V., Gwalior circle concerned, so far as the electrical component of the work is concerned.

1.3 Not more than one tender shall be submitted by any contractor or by a firm of contractors.

1.4 No two or more concerns in which an individual is interested as a proprietor and/or partner shall tender for The execution of the same work. if they do so, all such tenders shall be liable to be rejected.

1.5 Application for issue of tender copies shall be submitted to Executive Engineer so as to reach the office not Latter than office hours of

1.6 Tender copies consisting of plans specifications. Schedule (s) of quantities of the various classes of work to Be done the conditions of contract and other necessary documents, together with addressed envelopes to be used for return of forms and other documents will be open for inspection and issued / sold on payment of Rs..... up to clued of office hours of

1.7 The copies of other drawings and documents pertaining to the work signed for the purpose of identification by the accepting officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection by tenderers at the following offices during working hours between up to the date mentioned in clause 1.1 & 1.6 above.

1.8 Tenders shall not be recieved by any other means like ordinary post or personal delivery.

1.9 Any tender recieved through registered post (A.D.) after close of office hours of the prescribed dead line for receipt of tenders shall not be recieved form the postman and shall be returned back to the tenderer. All other tenders recieved before the prescribed deadline for receipt of tenders shall be kept in safe costody with the office Superintendent or

Divisional Accountant or Senior Accounts Clerk (as the case may be) till the prescribed time for opening of tenders. Tenders shall be opened on 11.30 A.M. on the working day subsequent to the prescribed deadline for receipt of tenders.

1.10 All tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Superintending, Engineer/Executive Engineer or office Superintendent/ D.A./ S.A.C.

"Received late on.....and A.M./P.M. hence returned unentertained".

1.1 (Notes for Guidance of the Department Officers only)

Note (i) Fill in the blanks and strike out, whichever is not applicable carefully before issue of N.I.T. for publication and/or display on notice board as well as before sale/issue to intending tenderers.

Note (ii) Unless the tender forms with complete documents are fully prepared and ready for delivery to intending tenderers, neither the tender notice shall be displayed on the notice board nor sent for publication in the press.

Note (iii) In order to avoid postal delay, the authority issuing the tender copies should specify in the tender notice, the date and time upto which tender copies will be issued/sold to the tender (s)

and the tender (s) received from the intending tenderer (s). The date of selling/issuing the tender should be 7 days ahead (of the last date given on notice period) by which tenders are due to be received by registered post in the office of the authority receiving the tender. This illustrated as under

Monetary limits Prescribed vide para '200' of this chapter.	Minimum time limit between invitation & receipt of tenders prescribed vide para '200' of this chapter.	Last date & time upto which the tender copies should be sold (issued) in the office of the authority issuing (selling) tender copies	(4) copies (of 30th Sept.)
(1) (A) Works costing above Rs. 50.000/- & upto Rs. 5.00 lacs (five lacs)	(2) One month (e.g. 1st Sept. to 30th Sept.)	(3) Upto 4.00 P.M. (of 23rd Sept.)	
(B) Works costing above Rs. 5.00 lacs (five lacs)	Six weeks (e.g. 1st Sept to 15th Oct.)	Upto 4.00 P.M. (of 8th day of next month i.e. 8th Oct)	(Of 15 October).

The date & time as specified under columns No. '3' and '4' above should also specifically be indicated in the tender notice itself.

Note (iv) The time gap of 7 days for tenders for works should be kept between date of issuing (selling) tender copies. and the date of receiving tenders (by registered post) so that present minimum time limits will also be observed and there will not remain any possibility of postal delay.

Note (v) The tender (s) sent by the tenderer (s) by registered post should be received upto the office hours of the working days till the prescribed deadline. The tender notice should specifically indicate the deadline upto which the tenders sent by registered post will be received in the office (to be specified). The last date for submission on application for issue/sale of forms should be specified in paras 1.5 and 1.6 above.

Note (vi) The deadline for receipt of applications of tenders should be kept in such a way that the following date is a working day. However if due to unforeseen reasons the following date is declared or happens to be a holiday then the business shall be carried out on the next working day.

Note (vii) All tenders received after the deadline shall be noted in the register to be maintained in the concerned office & shall be counter signed by the head of office in the following format.

S.No.	Name of work	Time & date of receipt	Initials of person	Dated initials of the head of office
-------	--------------	------------------------	--------------------	--------------------------------------

Note (viii) Tenders for works costing more than R. 25 lakhs shall be prescribed to be received and opened in the office of the concerned Superintending Engineer. These tenders shall be scrutinised in the circle office itself. Comparative statement and other documents shall be compiled in the circle office itself through the assistance of the concerned Executive Engineer or Divisional Accountant may be obtained after inviting them to the circle office.

Note (ix) Attached officer or Superintendent or D.A. or Senior Accounts Clerk shall be present at the time of opening of tender (s), Both the officer opening the tenders as well as the other officials present shall initial each

tender with date. The initials of the other officials shall only be as a witness and other formalities shall be completed by the officer opening the tender (s).

Note (x) the names of tenderer (s) of their authorised representatives presents at the time of opening of tender (s) shall be noted in a register and their signature obtained in token of their presence. Rates and conditions offered by the tenderer(s) shall be read aloud by the officer opening the tender (s), so that the same can be noted by the tenderers or their representatives, if they so desire. The rates as well as conditions contained in the forwarding letter or seperately attached to the tender (s) read out, should also the got signed by all the tenderers or their representatives, who might be present. Comparative statement when ready (This should be as for as possible be got ready on the day after opening tenders) should also be exhibited publicly to the tenderers or their representatives.

Note (xi) The offices opening the tender should mark every tender under his dated initials by his fraction, the denominator of each will show the order in which the tenders are opened and the numerator will show the number of tenders received. This should be done inveriably on the first page of the tender form and on page (2) where the tenderers are to sign as well as all pages of schedule of items i.e. (**Annexure - F**) attested and number the corrections and overwritings on each page in the tender with dated initials, if some word or figure is corrected more than once each of such correctios must be initialed.

1.12 (INSTRUCTIONS FOR GUIDENCE OF TENDERERS)

The tender will be liable to be rejected out-right, if while submitting it :-

- (i) The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions or
- (ii) Any of the pages of the tender removed or replaced or
- (iii) In the case of item rate tenders, rates are not entered in figures, and in words and the total of the each item and grand totals are not struck by the tenderers in the last column of the shedule of items (Annexure - F) under his signature or
- (iv) if crasures are made by him in the tender or
- (v) if all corrections and Conditions and pasted slips are not initialed by the tenderer or
- (vi) if the tenderer or in the case, each partner there of, does not sign or the signature / signatures is / are not attested by a witness on page 2 of the tender in the space provided for the purpose or
- (vii) if documents are not filled in ink or by ballpen.

2. Rates :

2.1 The schedule of items :- The schedule of main items of work to be executed is enclosed as Annexure 'F' 2.2 Percentage rate tender in form 'A' or 'C'

2.2.1 In respect of percentage rate tenders, contractor should quote his seperate tender percentage rate above or below the following schedule of rates.

- (a) Building Work :-** The current schedule of rates issued by thein force fromand its ammendments issued up to date of issue of N.I.T.
- (b) Electric Fittings :-** The current schedule of rates issued by the.....in force with effect fromand its ammendments issued upto the date of issue of N.I.T.
- (c) Water supply & Sanitary fittings :-** The current schedule of rates issued by the ... and in force with effect from and its ammendments issued upto the date of issue of N.I.T.
- (d) Road works :-** The current Schedule of rates issued by the Chief Engineer of the concerned Zone in force with effect fromand its ammendments issued upto the date of issue of N.I.T.

2.2.2 The percentage of tender above/below or at par with the relevent schedule rates inclusive of amendments - and correction slips issued upto the date of the issue of notice inviting tenders should be expressed on the tender from itself, both in words and figures in such a way that interpolation is not possible and all over writtings should be neatly scored out and rewritten and the corrections should be duly attested prior to the submission of tender. Tenders not specifying percentage in words will summarily be rejected. In the case of variation between the rates stated in figures and words, the lesser of the two shall be deemed to be valid. Any ammendments to the schedule or rates after the date of issue of this tender notice or the date of issue of any ammendments to the 'N.I.T. specifically notifying the said ammendment to the current schedule of rates, shall not apply to this tender.

2.2.3 The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rates mentioned in clause 2.2.1 or have been derived from the said current schedule of rates and not to other items of work.

2.2.4 The percentage quoted by the contractor shall not be altered by the contractor during the term of contract. 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.

2.3 Item rates tenders in form 'B' :-

2.3.1 The tenderer shall fill in his/their tendered rates and prices for all items of works described in the bill of quantities. The tendered rates of items against which no rate or price is entered by the tenderer will be taken as zero and the price of the same shall be deemed to have been covered by the other rates and prices of the schedule of item indicated in Annexure "F".

2.3.2 The rates quoted in the tender for the various items of work will not be altered by the contractor during the term of contract.

2.3.3 If the tender of the successful tenderer is unbalanced or "front-loaded" in relation to the Executive Engineer's estimate of the

competent authority real cost of the work to be performed under the contract by more than the amount of the security deposit mentioned in Clause 3.5 of NIT herof, the competent authority may require that the amount of the performance security set forth in clause 3.5 of NIT, herof be increased at the

expense of the successful tenderer to a level sufficient to protect the Government against financial loss in the event of subsequent default of the successful tenderer under the contract. In case where the aggregate of expected contract payments would, at any time, exceed the Executive Engineer's estimate of actual work performed by more than the amount of security deposit specified in clause 3.5 of NIT, such security shall be increased accordingly at the expense of the successful tenderer upto a limit/level mentioned above.

2.3.4 Rate of Additional Quantities of items of Work.

Variation in the quantities of work in schedule of items shall not vitiate the contract. The rates quoted for the individual items shall apply for the quantities of work increased by not more than thirty percent, for each of the items. Schedule the quantities of work actually involved under any item vary by more than thirty percent, the rate for additional quantity of such item of work shall be paid on the basis of S.O.R. rate plus/minus the percentage which tender cost bears to the cost of work at S.O.R. This percentage shall be worked out while sanctioning tender and would not change during the currency of the contract.

2.3.5 The following changes in the standard agreement from 'B' vide appendix 2.14 of works department volume II shall be deemed to have been made.

- (i) **The words :** Sub Divisional Officer : wherever (if appearing) shall stand deleted.
- (ii) The words : Executive Engineer : (if appearing) in clause 2 shall stand deleted,
- (iii) The words "SE of the circle (if appearing)" in clause 28 shall stand deleted.
- (iv) The procedure (if outlined) for setting rates for "items required to be executed, but for which no rates are - provided in the contract", in clause 13 shall stand deleted.
- (v) Alternative (B) (if appearing) in clause 1 of the form shall stand deleted. Words "Or amount of deductions made under : B: (if appearing) in the Note below clause I shall also stand deleted.
- (vi) Alternative (B) (if appearing) in the last para of the memorandum shall stand deleted.

2.4 **Lead & lift of water :-** No lead and lift for carting of water will be paid.

2.5 **Lead and lift of materials :-** No lead & lift for carting of material shall be payable to the contractor except in case of such items for which specific lead and lift and lift are provided in the current schedule of rates

mentioned in clause 2.2.1 of the N.I.T. or in the schedule of items in respect of item rate tenders. 3.1 No tender will be considered without the deposit of the specified earnest money.

3.2 Forms of earnest money :-

3.2.1 Where the amount of earnest money is more than Rs, 500, the same shall be accepted only in the shape of Bank Drafts or in other shapes mentioned in W.D. Manual-para 2.079 in favour of officer inviting tender. 3.2.2 The intending tenderers from other states may remit E.M. in the form of the bank draft of any schedule bank payable at par at the head quarters of the Executive Engineer.

3.3 **Earnest Money in separate Covers :-** The earnest money in one of the prescribed forms should be produced/sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer. 3.4 **Adjustment of the earnest money :-** Earnest money, which has been deposited for particular work will not, ordinarily, be adjusted towards the earnest money for another work, but if the tender of contractor for a work in the same division has been rejected and the earnest money has not been refunded to him due to any reason, it may be so adjusted by the Executive Engineer.

3.4.1 Refund of earnest money :-

- (i) If it is decided on the same day to reject all the tenders, the earnest money of all the tenderers shall be refunded immediately after taking decision.
- (ii) The earnest money of tenderers whose tenders are rejected shall be refunded after the tenderers whose tender is accepted, completes tender documents, however irrespective of the decision regarding acceptance of the tenders, the earnest money shall be refundable after expiry of period of validity of tenders unless extended by the tenderer.

3.5 **Security Deposit :-** Five percent of the amount of contract inclusive of tender premium.

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

3.6.1 The submission of a tender by a tenderer implies that he has read the notice, conditions of tender and all the contract documents and made himself aware of the scope and specification of the work to be done and the conditions and rates at which stores, tools and plants etc. will be issued to him by the departments, has seen the quarries with their approaches, site of work, etc., and satisfied himself regarding the suitability and availability of site of work and regarding the suitability and availability of the

materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches their to shall lie wholly with the tenderer.

3.7 Income Tax clearance certificate :- A tenderer applying for tender copies for works exceeding Rs. 2.00 lakh shall have to submit an Income Tax Clearance Certificate or a certificate from the Income Tax authority that the assessment is under consideration, as well as.

3.7.1 A solvency certificate or attested photocopy thereof from any scheduled bank along with the application for tender papers. Such solvency certificate should not be older than 12 months from the date of application, Amount of solvency to be furnished for various amount of contracts (put to tender) shall be as here under :-

<u>The amount or work put to tender</u>	<u>Amount of solvency to be indicated in the certificate from the Bank</u>	<u>Rs. 25,000</u>
1. Above Rs. 2 lakhs but upto 5 lakhs	Rs. 3 lakhs	
2. Above Rs. 5 lakhs but upto 25 lakhs	Rs. 5 lakhs	
3. Above Rs. 25 lakhs but upto 50 lakhs	Rs.12 lakhs	
4. Above Rs. 50 lakhs but upto 200 lakhs	Rs.25 lakhs	
5. Above Rs. 200 lakhs		

The solvency certificate shall have to be in the following format.

CERTIFICATE

On the basis of transaction/turn over in the account of.....
..... (Name & Address)

We are the opinion that he is solvent to the extent of Rs.....
(Rupees
(both figures & words)

This without any prejudice and responsibility on our part.

Branch Manager Tender copies would not be issued/sold in the absence of these documents.

8 List of works in Progress : Tender must be accompanied by a list of contract already held by the tenderer at the time of submitting the tender, in the Department and elsewhere showing therein.

- i). The amount of each contract and total period of completion.
- ii). Balance of work remaining to be done, and the remaining time allowed as per contract.
- iii). The amount of solvency certificate produce by him at the time of enrolment in the department.
- iv). Details of works where he with-draw his offer or did not execute the tender documents as well as where his contracts were rescinded in the format vide Annexure-'J'

9 Relationship : The contractor shall not be permitted to tender for works in the Division (responsible for award and Execution of contracts) in which his near relative is posted as Divisional Accountant. He shall intimate the names of his near relative working in the P.W.D. Secretariat and the concerned Division. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relative to any gazetted officer in the P.W.D. Secretariat. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the department. By the term near relative is meant wife, husband parents and son, grand son, brothers, sisters, brother-in-laws, father-in-law, mother-in-law.

Opening and acceptance of tender :

Tenders shall be opened at 11.30 a.m. on the day subsequent to the deadlines prescribed for receipt of tenders as per Para 1.1 above by the Executive Engineer/Superintending Engineers/ Chief Engineer in the presence of our other senior officer/official of their office and the tenders or their authorised representative, who may choose to be present. The Executive Engineer/Superintending Engineer under unavoidable circumstances may depute any other officer in his absence to open the tenders on his behalf.

2. The officer opening the tenders does not bind himself to accept or recommend for acceptance of higher authorities, the lowest or any tender or to give any reasons for his decision.

3 Conditional tenders shall be treated as invalid tenders and shall not be considered at all except in cases covered under Para 8 (ii) below.

5 The authority competent to accept a tender reserves the right to accept the tender for the whole work or for a distance part or by the distributing the work between one or more tenderers.

7 Validity of offer : Tender shall remain open upto 120 days from the specified deadline of receipt of tender(s) and in the event of the tenderer withdrawing his offer before the aforesaid date, for any reason whatsoever, earnest money deposited with the tender shall be forfeited.

71 In the event of tenderer withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement as required by condition No. 8.1.1 of the notice inviting tender (NIT.) he/ she will not be entitled to tender for this work, in the case of recall of tenders, in addition to forfeiture of his/ her earnest money as per provision of condition Nos. 4.7 & 8.1.1 of the N.I.T., as may be applicable for their work. If the tenderer has committed a similar default on the earlier occasion as well, his/her registration in the department may be suspended temporarily for period of 6 months

from such date as may be ordered by the authority which has registered him/her.

Specifications :

1 Specification for Building works (Including water supply and Sanitary fittings.)

The contractor shall have to execute the work strictly in conformity with the central P.W.D. specifications as updated on the date of issue of the N.I.T.

1.1 **Maintenance of roofs:** Subject to the provision in the agreements, it will be responsibility of the contractor to see that the building does not leak, during the period of the first rainy season in respect of tile and sheet roofing and two constructive rainy season in respect of lime concrete and cement concrete terraced roof, after its completion and he will make good and replace all the defective work on this account, at his own cost.

5.2 Specification of electrical works : The work will be carried out as per the approved drawing and as directed by the Executive Engineer. The work will have to be strictly in accordance with the "Gene specifications" for the Electrical works in Government building in Madhya Pradesh in force from 1972.

5.2.1 All materials to be brought by the contractor shall be as per stipulations in the relevant schedule of rates the case of tenders in form 'A' & 'C' and as per stipulations in the special conditions vide annexure 'H' in case of item rate tenders, in form 'B'.

5.2.3 The period of testing and refund of deposit will be 6 months after completion of work

5.2.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tube light fixtures will be made Engineer-in-Chief as mentioned in the S.O.R. As such labour rates only as per SOR will be paid for fitti such items in position.

5.2.5 The contractor should submit wiring diagram on tracing cloth showing the point position of switch, length point, position of D.B. and main switch circuit No, in which points fall at the time of final bill Otherwii deduction if V2% (Half percent) will be made from the bill.

5.3 Specification for Road and Bridges and supply of materials : The road work including supply materials as well as works of bridges and culverts shall have to be carried out according to MOS specifications for road and bridges works published by Indian Road Congress as updated on the date: issue of NIT.

5.4 Contradictions or amendments : In the event of contradiction between the stipulations of the sched of rates (relevant to this NIT) and aforesaid specification (vide para 5.1 to 5.3 above the stipulations of II schedule of rates shall gain precedence. In the event of contradictions, if any between differe: **specifications and or codes of practice**, referred to above the decision of Engineer in Chief shall be final

6. Supply of Materials : The following materials will be supplied by the department.

Name of the materials	Rate as which Supplied	place of delivery
1		
2		
3		

7. Miscellaneous Conditions :

7.1 **Subletting :** The contractor shall not without the prior approval of the authority who has accepted tender in writing sublet or assign to any other party or parties, the whole or any portion of the work under IN contract, Where such approval is granted, the contractor shall not be relieved of any obligation or duty^o responsibility which he undertakes under the contract.

7.2 **Taxes :** All dues regarding taxes, including the Sales Tax, other duties, etc. levied on the contractor's woi by Government and local bodies of private individuals will be payable by the contractor. The Executivi Engineer will only grant a certificate for the quantities actually used on the work but will not entertain an claim on this account. •

7.3 Minerals extracted for works carried out on behalf of the Government of India, from the quarries possession of and controlled by the State Government is subject to payment of Royalty by the contractort whom it shall not be refundable. The Executive Engineer shall not also issue any certificate in respect such materials extracted for Government of India work (Applicable to Government of India works only).

7.4 **Rules of Labour Camps :** The contractor will be bound to follow the Madhya Pradesh Model Rule relating to layout, water supply and sanitation on labour camps (vide AnnexureA) and the provisions of th National Building Code of India in regard to constructions and safety.

7.5 **Fair Wages :** The contractor shall pay not less than fair wages to labourers engaged by him on the work (rules enclosed vide Annexure-B).

7.6 **Work in the Vicinity :** The Executive Engineer reserves the right to take up departmental work or to aw work on contract in the vicinity without prejudice to the terms of contract. 0

7.7 **Removal of undersired persons :** The contractor shall on receipt of the requisition from the Executiv Engineer at once remove any person(s) employed by him on the work who in the opinion of the Executiv. Engineer is/are unsuitable or undesirable

7.8 **Amount due from contractor :** Any amount due to the Government of Madhya Pradesh from the contractor on any account concerning work may be recovered from his as arrears of land revenue.

7.9 **Rights to increase or decrease work :** The Engineer-in-charge reserves the right to increase or decrease item of the work during the currency of the contract and the contractor will be bound to comply with the order.

7.10 **Time Schedule :** The work shall be done by the contractor according to the time schedule approved by the Engineer-in-charge.

7.11 **Payment by Cheque :** The payment will be made by cheques in the Bank only. No bank commission charges on realising such payments will be borne by the Executive Engineer.

7.12 **Transport of materials :** The contractor shall make his own arrangements for transport of all materials. The Executive Engineer is not bound to arrange for priority in getting wagons or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in his opinion. If the recommendation proves to be ineffective, the contractor shall have no claim for any compensation on that account.

7.13 The methodology and equipment to be used on the project shall be furnished by the contractor to the Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge obtained prior to its adoption and use.

The contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer-in-charge before commencement of work, if so desired by the Engineer-in-charge.

All equipment provided shall be of proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer-in-charge. No equipment or personnel will be removed from site without permission of the Engineer-in-charge.

7.14 **Work Programme and methodology of construction :** The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology construction of each item of work and obtain the approval of the Engineer-in-charge prior to actual commencement of work.

7.15 **Revised programme of work in case slippage :** In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-charge revised programme.

7.16 **Documentation :** The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer-in-charge who will verify and certify these drawings. Final as constructed drawing(s) shall then be prepared by the contractor and supplied in triplicate along with a micro film in case of minor and major bridges and on tracing cloth in all other cases to the Engineer-in-charge for record and reference purpose.

7.17 The contractor shall have to provide a ruled duplicate register at site named "Site order book". It shall be in the custody of departmental supervisory staff. The Engineer-in-charge or his authorised representative may record their instruction in this book, which shall be noted by the contractor or his authorised representative for compliance.

7.18 If any item of work is found to be substandard but the Engineer-in-charge is of the opinion that the same is structurally adequate and can be accepted at the reduced rate, then in such cases, the Engineer-in-charge shall have to submit proposals for appropriate reduction of rates supported by an analysis. In justification thereof, through a D.O. letter to the Superintending Engineer concerned to obtain his approval expeditiously (Ordinary within 15 days). The approved analysis along with orders of the Superintending Engineer shall have to be appended to the bills of the contractor.

8 **SPECIAL CONDITION:**

(i) Special conditions are listed in Annexure - H.

(ii) In case, the probable amount of contract is more than 25 lakhs, the tenderer should submit his offer in three sealed envelopes suitably subscribed one - containing the earnest money second containing the terms and conditions money, second containing the terms and conditions any third containing financial bid. The procedure outlined in para 2.083 of the works Department Manual shall be followed in such cases.

4.8.1 **Agreement:**

8.1.1 Execution of agreement: The tenderer whose tender has been accepted here in after referred to as the contractor, shall produce an appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement in the prescribed form, within a 10 days of the date of communication of the acceptance of his tender by the department. Failure to do so will result in the earnest money being forfeited to the Govt. of Madhya Pradesh and tender being cancelled.

8.1.2 (a) The contractor shall employ the following technical staff during the execution of work:

(i) One Graduate Engineer when the cost of the work to be executed is more than Rs. 5 lakhs.

(ii) One Engineer diploma holder when the cost of work to be executed is from Rs. 2 lakhs or more but not more than Rs. 5 lakhs.

- (b) The technical staff should be available at site whenever required by the Engineer-in-charge to take instructions.
 - (c) In case the contractor fails to employ the technical staff as aforesaid, the Executive Engineer shall have the right to take suitable remedial measures
 - (d) The contractor should give the names and other details of the graduate engineer-diploma holder, whom he intends to employ or who is under employment on the work as soon as he commence the work.
- (e) The contractor should give a certificate to the effect that the Engineer/Diploma holder, is exclusively in his employment.

Provided that :

- (i) A graduate Engineer or diploma holder may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 25 lakhs in the case of an graduate Engineer and Rs, 5 lakhs in the case of a Diploma holder.
- (ii) It is not necessary for the contractor's partner in case of firm/company, who is himself an graduate engineer or diploma holder to employ another graduate engineer or diploma holder for the supervision of work.
- (iii) The Retired Assistant Engineer who is holding a diploma may be treated as par with a Graduate Engineer for the operation of the above clause.
- (iv) in case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay the Executive Engineer a some of Rs 1000/- (One thousand only) for each month of default in the case of graduate Engineer and Rs. 500/- for each months of default in the case of deploma holder.

8.2 **Conditions applicable for contract :-** All the conditions of the tender— notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form',

Annexure - 'A' :- Model rules relating to labour, water supply etc

Annexure - 'B' :- Contractors labour regulations

Annexure - 'F' :- Schedule of items.

Annexure - 'G-1' :- Form of Bank guarantee in lieu of earnest money.

Annexure - 'G-11' :- Form of Bank guarantee in lieu of security deposit

ANNEXURE "A"

Model Rules Relating to Labour, Water Supply and Sanitation in Labour Camps.

Note: These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to standards in permanent or semi permanent labour camps should not obviously be lower than those for temporary camps.

1. **Location** - The camp should be located in elevated and well drained ground in the locality.
2. **Labour** - huts to be constructed for one family of 5 persons each The layout to be shown in the prescribed sketch
3. **Hutting** - The huts to be built of local materials. Each hut should provide at least 20 sq meter of living space
4. **Sanitary** facilities - latrines and urinals shall be provided at least 15 meters away from the nearest quarters separately for men and women and specially so marked on the following scale
5. Latrine - Pit provided at the rate of 10 users or two families per seat, separate urinals as required as the privy can also be used for this purpose.
6. **Drinking Water** - Adequate arrangements shall be made for the supply of drinking water If practicable filtered and chlorinated supplies shall be arranged, when supplies are from intermittent sources overhead storage tank shall be provided with a capacity of five liter a person per day. Where the supply is to be made from a well it shall conform to be sanitary standard laid down in the report of the Rural Sanitation committee. The well should be at least 30 metres away from any latrine or other source of pollution. If possible hand pump should be installed for drinking the water from well The well should effectively disinfected once every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfecting
- 7 Bathing and washing - Separate bathing and washing place shall be provided for men and women for every 25 person in the camp There shall be one gap and space of 2 sq metre for washing and bathing. Proper drainage for the waste water should be provided.
8. Waste disposal- Dustbin shall be provided at suitable place in camp and the lents shall be directed to throw all rubbish into those dustbins. The Dustbins shall be provided with cover The contents shall be removed every day and disposed off by trenching.
9. Medical facilities - (A) Every camp where 1,000 or more persons reside shall be provided with whole time doctor and dispensary If there are women in the camp a whole time nurse shall be employed.
 - (B) Every camp where less than 1,000 but more than 250 persons reside shall be provided with a dispensary and part time nurse midwife.
 - (C) If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time

persons. trained in first aid

All the medical facilities mentioned above shall be for all residents in the camp including a dependent of the worker if any, free of cost.

Sanitary Staff - For each labour camp there should be qualified sanitary inspector and sweepers should be provided in the following scales

(1) For camps with strength over 200 but not exceeding 500 persons -one sweeper for every 75 persons. above the first 200 for which 3 sweepers shall be provided.

(2) For camps with a strength over 500 persons one sweepers for every 100 persons above first 500 for which 6 sweepers should be provided.

ANNEXURE -B

Contractor's t.abourReguiaticms

The Contractor shall pay not less then fair wage to laboures engaged by him in the work.

Explanation -(a) "Fair wages- Means wages whether; for time or piece work as notified on the date of date inviting tenders for work, and where such wages have not been so notified the wages prescribed by department for the division in which the work is dooe.

(b) The contractor shall not withstanding the provisions of any, contract to the contrary, cause to be paid a ir wage to laboures Indirectly engaged am the work: inciliding] any labour engaged by his sub contractors in nnection 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 or the performance of his contract, e contractor shall comply with or cause to be complied with the labour Act in force.

(d) The Executive Engineer/Sub-divisional officer shall have the right deduct from the money due to, the ntractor any sum required or estimated to be required for making good the loss.suffered by a worker or workers reason of non fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages of deductin made from his on their wages which are not justified by their terms of tRe contract or-non-observance regulations.

(e) The contractor shall be-primarily liable for all payment tabe made under and for the observance of the gulations aforesaid with prejudice to his right to claim indemnity from his sub-contractor.

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

(g) The contractor shall obtain a valid licence under the contract (Regulation and Abolition) Act 1970 rules force and rules made there under by the competent authority from time to time before commencement of work, d continue to have a valid licence until the completion of, the work.

Any failure to fulfil thfs requirement shall attract the perrat provisions of this contract alfising, 01 1t of the suited non-execution of the work assigned to the Contractor..'

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Executive Engineer

ANNEXURE. " G-1 "
(FORM OF BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY)

GUARNTTEE BOND

(to be used by the approved Scheduled Bank)

(1) In consideration of the Governor of Madhya Pradesh (hereinafter called Government) having agreed to exempt(hereinafter called the said contractor (s) from the demand under terms & conditions of an agreement made between the said contractor and the

Government for the work of (indicate name of work) notified vide NIT No..... dated issue by the Executive Engineer, **PWD**Divn. (Herein-after called the said agreement) of earnest money for the due fulfilment, by the said contractor (s) of the terms & conditions contained in the said agreement on production of a Bank Guarantee for Rs Rupeesonly, we (Hereinafter referred to as "the Bank' at the request of the said contractor (s) do hereby undertake, to pay the Government an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said Agreement.

(2) We.....(*) do hereby undertake to pay the amounts dueand payable under this guarantee without any demur merely on ademand from the Government stating that amount claimed is due by way of loss of damage caused to or suffered by the Government by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reasons of the contractor (s) failure to perform the said agreement. Any such demand made on the Bank shall beconclusive, as regards 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 under-take to pay to the Government any money so demanded not withstanding any disputer or disputes raised by the said contractor (s) in any suit or proceedings pendings before any court or Tribunal relating thereto, our liability under this present being absolute & unequivocal & accordingly discharge our liability for payment for paymentthere under and the contractor (s) shall have no claim against us for making such payment.

(4) We.....(*)
 *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 said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the' Executive Engineer **PWD Divn** certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee, Unless a demend or claim under this guarantee is made on us in writing on or before the.....
we shall be discharged from all liability under this guarantee.

(5) We.....(*)further agree with the Government that the Government shall have the fullest libefty without affecting in any manner our bligation hereunder to vary any of the terms and conditions 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 for time to time any of the powers exerciseable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall nOt be relieved from our liability by reason of any such variation, or extension being granted to tile said contractor (s) or forbearance, act or commission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureities would,but for this provision have effect of so relieving us.

(6) This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor (s).

(7) We..... (*)lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated theDay of

Indicate the name of the bank.

For.....
(Indicate the name of the Bank)

Here write a date beyond 9 months of the prescribed date of opening of tenders.

ANNEXURE "G-II"
(Revised form of Bank Guarantee Bond)

GUARANTEE BOND
(IN LIEU OF SECURITY DEPOSIT)
(To be used by approved Scheduled Bank)

(1) In consideration of the Governor of Madhya Pradesh (hereinafter called the Government) having agreed to exempthereinafter called the said contractor (s) from the demand under the terms and conditions of an NIT No.....dated..... and consequent agreement datedmade between andfor the work (Name of work (hereinafter called the said agreement) of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs..... Rupees..... only, We (*) (hereinafter referred to as "the Bank") at the request of the said contractor (s) do hereby undertake to pay to the Govt. an amount not exceeding Rs against and loss or damage caused to or suffered or would be caused to or suffered by the Government, by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.

(2) We (*) do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on demand from the Government stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor (s) of any of the terms or condition contained in the said agreement or by reasons of the contractor (s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall restricted to an amount not exceeding Rs

(3) We undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceedings pendings before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor (s) shall have no claim against us for making such payment.

(4) We (*) . 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 said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer PWD Dn. certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (here indicate a date which falls 10 months beyond the date of communication of acceptance of tender) we shall be discharged from all liability under the guarantee.

(5) We (*) further agree with the Government that the Govt. shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms & conditions of the said agreement or to suspend or to postpone for any time or for time to time any of the powers exercisable by the Government against the said contractor (s) and to for bear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for-bearance, act or commission on the part of the Government or any indulgence by the Govt. to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision have effect of so relieving us.

(6) This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).

(7) We (*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....Day of.....

For (*)

(*).. Indicate the name of the Bank

SPECIAL CONDITION

FOR ROADS AND BRIDGE/CULVERTS.

Notwithstanding provisions of clause 901.1 of the specification, it would be optional for the contractor to setup his own field laboratory near the site of work, if the amount of contract inclusive of tender premium does not exceed Rs. 5.00 lakhs.

FOR BUILDING WORKS.

(i) Rates include the element of testing of samples of various materials brought by the contractor for use in the work as per list of mandatory tests attached herewith. Frequency of such tests to be carried out shall not be less than the prescribed frequency. Contractor shall also have to establish a field laboratory at site to be approved by the Engineer-in-Charge. The tests shall have to be conducted by the contractor's material under the supervision of Engineer-in-Charge or his authorised representative. A record of such tests shall be maintained in a duplicate register at site of work Duplicate copies of such tests shall be submitted to office alongwith running account bills. The original register shall also be submitted alongwith the final bill. Failure to conduct any of the test or not upto the prescribed frequencies would invite following consequences.

The Engineer-in-Charge may reject the work. but if in his opinion the work can be accepted despite the foresaid shortcomings. Then he may do so subject to a recovery of Rs. 100/- for each default and simultaneously form the Superintending Engineer. However, it would be optional for the contractor to set up his own laboratory if the amount of contract (inclusive of tender premium) does not exceeds Rs. 5.00 lakhs.

(ii) As regards steel reinforcement;

- (a) Mild steel and medium tensile steel bars shall conform to IS : 432 (Part-I).
- (b) Hot rolled deformed bars shall conform to IS: 1139
- (c) Cold Twisted bars shall conform to IS: 1786
- (d) Hard drawn steel wire fabric shall conform to IS : 1566 and
- (e) Rolled steel made form structural steel shall conform to IS : 226

All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other coatings which may destroy or reduce bond.

Only such steel as is obtained from main producers of steel e.g. SAIL, IISCO, TISCO or such steel rolling mills as are having licence from the B.I.S. to manufacture steel for reinforcement, shall be allowed to be used in the work.

The contractor shall have to produce Test Certificate in the proforma prescribed/approved by B.I.S. from the manufacturer for every batch of steel brought to site of work.

Before commencement of use of steel, from any batch, brought to site of work by the contractor, the Engineer-in-charge shall arrange to get sample tested for nominal mass, tensile strength, bend test and rebend test from any Laboratory of his choice At the cost of contractor. The selection of test specimens and frequency shall be as per relevant I.S. specification of steel to be used.

(iii) where, contract provides for cement to be arranged by the Contractor himself, only, I.S.I. marked cement of relevant I.S standard specifications shall be allowed to be used in the work subject to the following tests. Arrangement for necessary equipment and testing shall have to be made by the contractor, himself at a site to be selected by the Engineer-in-charge. All expenses shall be borne by the contractor. Any lot of cement brought to site by the contractor would be permitted to be used in the work, under the supervision of the Engineer-in-charge or his authorised representative as hereinafter. The record of the tests result shall be maintained in the register referred in subsequent para.

Type of Test	Frequency	Minimum quantity
---------------------	------------------	-------------------------

(a) Test for initial & final/setting Time as per: 3536 – 1966	1 Test for 10 tonne or part thereof	10 Tonnes
(b) Test for determination Of compressive strength Of cement as per IS : 3536 - 1966	1 Test for 50 tonne or part thereof	50 Tonnes

A duplicate register as per format hereunder shall be maintained at site of work. Extract certified copies of the entries for each month shall be submitted to the Engineer-in-charge by the contractor. The original register shall also

be submitted to the Engineer-in-charge on completion of the work by the contractor.

S.	Date of authorised No. receipt of cement	No. of bags	name and address of firm, from whom purchased.	Signature of contractor or his authorised	Signature of representative of
Engr. in-charge. representative					
1	2	3	4	5	6
Result of test for initial and final setting time			Result of tests for compressive strength of cement.		Remarks.
7			8		9

When the strength of concrete required is upto M-20, then O.P.C. conforming to LS. 269 - 1989 or P.P.C. conforming to LS.: 1498-1976 may be used.

When the strength of concrete required is more than M-20 but upto M-30, then O.P.C. conforming to I.S. 8112-1989 shall be used.

For prestressed concrete works and when the strength of concrete required is more than M-30, then O.P.C. conforming to I.S. 12269-1987 shall be used.

Nominal mix would be adopted for cement concrete M-7.5, M-10, M-15 and M-20, Design mix shall have to be adopted for concrete of higher strengths.

(iv) If any item of work is found to be substandard but the Engineer-in-charge is of the opinion that the same is structurally adequate and can be accepted at a reduced rate, then in such cases, the Engineer-in-charge shall have to submit proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a C. C. letter to the Superintending Engineer concerned to obtain his approval expeditiously (or finally within 15 days). The approved analysis along with the Superintending Engineer's approval shall have to be appended to the bills of the contractor,

(v) The contractor shall have to be provided a ruled duplicate register at site named "Site Order Book". It shall be in the custody of departmental supervisory staff. The Engineer-in-charge or his authorised representative may record their instructions in this book, which shall be noted by the contractor or his authorised representative for compliance.

Material	Test	Relevant is cods 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 there of or more frequently as decided by the Engineer-in-charge
	b. Particle size distribution	IS 2386 Part-I	Field	20 cum	Every 20 cum or palt there of or more frequently as decided by the Engineer-in-charge
	c. Buling of sand.	IS 2386 Part-III	Field	20 cum -	-do-
Stone Aggregate	a. Percentage of Soft or deletenous Material	IS 2386 Part-II	Generally visual inspecition Laboratory teast where required by the Engineer-in-charge or so specified.	0.00 cum	As required by Engineer-in-charge
	. Partical size distribution	IS 2386 Part-I	Field	45 cum	For every 45 cum or part thereof ae decided by the Eignieer-in-charge
	c. 10% Fine value	IS-2386 Part-IV	Laboratory	45 ce..n -	Initial test and subsequent test as - and when required. by Engineer-in-charge_
	. Agreegate impact value or los Angeles	IS 2386 Part-IV	Laboratory	45 cum	As above.
Cement Concrete or reinforced t ernent concrete (not) leaner than M-15	Slump test	IS 1199	Field	15 cu m	15 cum or part thereof or more frequency as required by Engineer-in-charge.
Reinforced Cement concrete	Cub strength	IS 456	Field	15 cum in slab 5 cum. on columns.	-do-

Steel if arranged by the contractor	a. Tensite strength	LS 1608	Laboratory	20 Tonne	Every 20 tonne or part thereof Confirming to Is 1786 - 1985
		IS 1599	-do-	—	--
Cement (if arranged by contractor)	a. Test for initial & final setting times b. Test for determination of compressive strength of cement	IS 403	Field	10 tonne	Is 4031 - 1988
		IS 4031	Field	50 tonne	-do-

Material	Test	Relevant IS code of testing	Field/Laboratory test.	Minirrum ouantiry of	
				Frequency of testing	
Brick	Testing of bricks	IS: 1077	Laboratory / field.	Brick Designation	For every 1.00000
	a.		—	100 50.000	
	b. Water absorption & efflorescence	IS :3495	Laboratory	100 50,000	- do-
	c. Compressive strength	IS : 3495	Laboratory	75,50,35) 1,00.000 100 50,000	For every 50,000 or part thereof
Brick Tiles	a. Compressive	IS : 3495	Laboratory	50,000	For every 50.000 or part
	b. Water	IS : 3495	-do-	-	One test for
Marble	a. Moisture absorption	IS :1130	Laboratory	COST of	Rs. 10,000/- or part thereof if
	b. Mohs scale hardness test	—	—	—	
Timber	a. Moisture contents	IS : 11215	by moisture meter	1 cum.	Every one cur Or part thereof
Flush door	1. Immersion test 2. Knife test 3. Adhesion	IS : 2191 & 22021	Laboratory	20 shutters	As per sampling and testing specified in clause 9.8.3
Alluminium door or	Thickness of anodic	IS: 1948	-do-	If the cost of fittings.	Rs. 5000/- or part thereof
Mortic locks	Testing of		Laboratory	50 nos	100 or part
Tarraze tiles	1. Transverse strength	IS: 1237	-do-	2000 tiles	2000 tiles or part thereof.
	2. Water			-	
White glazed tiles	1. Water absorption	Laboratory	- 3000 nos.	3000 nos.	or part thereof
	2. Cracking				

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 I, 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.	Road & Bridge work: - The current schedule of rates issued by the PWD Bridge SOR In force from 15/04/2009 and amended up to till date.	

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.

Signature of The contractor

Memorandum

- (a) Name of work: - Construction of Tar Road at B.M. College of Agriculture Khandwa.
- (b) Cost of work put to tender: - Rs 08.35 Lakhs.
- (c) Earnest money Rs. 16,700 /-
- (d) Security deposit Rs. (including earnest money)
- (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 03 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. 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 said condition of the

Contract otherwise they 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

Signature of the Contractor
before Submission of Tender.

Name , Address & Occupation
witness

name and address of
of Contractor

(.....)

(.....)

.....) Dated day of
...20.....

Dated the day of

The above tender is hereby accepted by me on behalf of the Registrar, Rajmata Vijaya Raje Scindia
Krishi Vishva Vidhyalaya Dated the day of
.....20.....

Signature of the Officer by whom accepted

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.
- (c) The Executive Engineer, means Executive Engineer, of Rajmata Vijaya Raje Scindia Krishi Vishwa Vidyalaya & his successors in office,
- (g) 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 a) 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 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

STORES SUPPLIED BY THE GOVERNMENT

Clause 11 (A) - (a) Material to be supplied by the department will be shown in the schedule provided in the contract such materials shall be supplied for the purpose of contract only and the value or materials so supplied shall be deducted at the specified rates and as and when materials are consumed in items of work for which payments are being made. All such materials shall remain the absolute property of the Government and shall not be removed from the site.

(b) All such material which are rendered surplus shall be returned by the contractor at the palce of issue at his own expense. Only such materials as are in good conditions Shall be taken back as decided by the Engineer-in-charge.

(c) In case of materials incorporated in the schedule, proper daily account shall be kept by the contractor, This account shall be open for inspection by the Engineer-in-charge at all reasonable times. The contractor shall submit a fortnightly report to the Engineer-in-charge of consumption and balances of materials supplied by the Department by 19th and 25th of the each month. If any such materials so issued does not tally with the progress or work or departmental accont, the contractor shall be charge for such shortage, at double the issue rate or double the market rate, whichever is more as on the date of such detection.

(d) If at any time subsequent to the execution of a contract on a through rate basis, the contractor desires the issue to him for use on a work, of materials which exist in Government Stores. But the supply where of by Government was not provided for in the contract the materials shall not be issued except with the express authority of the Divisional Officer, who should specify in each case the rate to be charged for the material inclusive of delivery at the place where they are stored. The rate charged shall be market rate prevailing at the time of supply or the issue rate whichever is the grater . No carriage or incidental charge shall be borne by Government in connection with the supply . Such supply of materials by the Department shall not be treated as sale.

(e) For the materials intended to be supplied by the Department as mentioned in the Schedule in Tender form could not be given for nay reason required as per immediate progress or work ithe contractor shall be granted extension of time under Clause-5 of the Agreement . if however, such supplies are not made within50% extra time, beyond the completion period as per contract, it shall be open to the contractor either or determine the contract or request for extension of time.

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 arid that a formal agreement is drawn up with the correctors under which Government Secures a lien on the materials and is satequareded 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.

ESCALATION

REIMBURSEMENT/REFUND ON VARIATION IN PRICES OF MATERIALS/P.O.L. AND LABOUR WAGES

Operative Date and operative period

Clause 11- C The operative date hereinafter referred to means the date of issue of work order if not otherwise mentioned in the contract. The operative period hereafter referred to, means the time of completion of the of works mentioned in clause - 5 of the contract. For the purpose of calculating adjustment in the tender price by way of payment's (s) refund (s) arising out of variations the cost of materials P.O.L. and labour wages the operative period shall end on the last date of the completion period as per clause - 5 of the contract or with the last date of the valid time extension granted by the chief Engineer/Superintending/Engineer only to cover the increase in the original scope of the work resulting in increase in the quantum of work over and above the approved design as per terms of the contract and time extension granted in case work is delayed by the Department. This period of extension shall be considered in continuation of the original operative period as mentioned above.

Provided that no claim for escalation on account of any reason whatsoever shall be entertained where the last date of total operative period is not more than twelve months.

In all cases, the decision of the C.E./Superintending Engineer circle with regard to the operative period shall be final and binding on the original operative period as mentioned above.

MATERIALS

If after the operative date and during the total operative period there by any variation in the wholesale price index for all commodities by groups and sub-groups (Source being the publication of Economic Advisor to the Government of India published in the Reserve Bank of

India Bulletin and valid for the operative date, the price adjustment on materials (excluding cement, steel and bitumen which are supplied by the Department) shall be calculated in the following manner subject, however to the provisions of clause

$$V_1 = 0.75 \times P_0 \times K_1 \frac{(M_2 - M_1)}{M_1}$$

Where V_1 = the amount of the price adjustment in Rs.

P_0 = value of work in Rs. Executed during the period under consideration.

K_1 = a factor representing all materials to be arranged and supplied for all works connected with the completion for the work under the contract including all allied/ancillary/temporary works and overheads etc. but excluding materials like cement, steel and bitumen.

M_1 = wholesale price index for all commodities on the operative dates.

M_2 = wholesale price index for all commodities during the period under consideration.

HIGH SPEED DIESEL

For working out price adjustment on transportation cases the representative item for reference shall be the cost of high speed diesel oil only at the nearest H.S.D. pump/supply depot. If after the operative date and during the operative period there be any variation in the price of H.S.D. such variation being duly notified by the Government of India. The price adjustment for transportation component of the work shall be calculated in the following manner.

$$V_2 = 0.75 \times P_0 \times K_2 \frac{(D_2 - D_1)}{D_1}$$

Where V_2 = the amount of the price adjustment in Rs.

P_0 = the value of work in Rs. Executed during the period under consideration.

K_2 = a factor representing the component of transportation cost for the entire completion of the work

D_2 = price per litre of H.S.D. during the period under consideration.

D_1 = price per litre of H.S.D. on the operative date.

LABOUR

If after the operative date and during the total operative period, there be any variation in the consumer price index for industrial Worker's at the town nearest to the site of the work the source for such indices being publications of Labour Bulletin Bureau, Government of India published in the Reserve Bank of India Bulletin the price adjustment on component representing labour cost including all types of benefits and amenities etc. shall be calculated in the following manner :-

$$V_3 = 0.75 \times P_0 \times K_3 \frac{(L_2 - L_1)}{L_1}$$

L_1

Where P_0 = the value of work in Rs. Executed during the period under consideration.

V_3 = the amount of the price adjustment is Rs.

K_3 = a factor representing all labour cost including benefits, amenities, etc. to be incurred by the contractor for their work including all allied/ancillary/temporary works and overheads etc.

L_2 = Consumer priced index for industrial works during the period under consideration.

L_1 = Consumer price index for industrial works on the operative date.

In case materials like cement steel and bitumen are required to be arranged by the contractor as per terms of the contract the variation in the prices of these materials shall be worked out on the basis of the prices prevalent on the operative date and as fixed by the government of India and the price operative during the period and fixed by Government of India under consideration for working out price adjustment . Price of cement at any time shall be the price payable as per the rate contract entered in to by the D.G.S. & D with the cement factories .

Price of steel (Steel for reinforcement and structural steel) shall be the price at which steel is available at the nearest stock-yard controlled by the steel authority of India.

Price of bitumen shall be the price at which bitumen is available from the nearest refinery.

Note:- Value of Factors K_1 , K_2 and K_3 in clause mentioned above are specified for different types of works as follow:-

	K1 (Materials)	K2 (RO.L.)	K3 (Labour)
Buildings works	0.25	0.075	0.35
Road Works (W.B.M.)	-----	0.40	0.60
Bridge works	0.20	0.05	0.30
Road Works (Bituminous)	0.15	0.05	0.15

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 faithfully 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.

Maharashtra 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.R.C. Specification. MOST & IVth revision with upgraded section 500, 900 and 300
- 4) Maharashtra 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 tee 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 contact 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.

The provisions of clause 13 of appendix 2.13 percentage rate Tender form "A" shall be applied as under

- (1) No work other than the work for which tender has been invited should be carried out.
- (2) If contract amount exceeds more than 25% of the original amount of contract inclusive of percentage of tender than in such circumstances case shall be submitted by the concerned Chief Engineer to Government for Approval Contractor's consent for carrying out the additional work as per condition of original tender should be obtained in all such cases. While submitting the case to Government for approval concerned Chief Engineer has to certify that execution of additional work is necessary to carry out the original work stipulated in agreement.
- (3) Escalation shall not be payable for additional work.

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 make good the same at his own expense or in default, the Engineer-in-Charge may cause the same to be 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 roofs 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.

CHARGES IN THE CONSTITUTION OF FIRM

Clause 27:- In the case of a tender by partners 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 of decisions if the Superintending Engineer fails to give his instructions or decisions in writing with in a period or 60 days or mutually agreed time after being requested of if the parties are aggrieved against the decision of S.E. Parties may with in 30 days prefer can appeal to the Chief Engineer who shall afford an opportunity to the parties or being heard and to after evidence in support of hisappeal. 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 art iteration by an Arbitrate on Board to be constituted by the State Government which shall consist of three members of who me 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 Arbitrator Board constituted by the Government to handle case of all technical Departments) shall act as Arbitrator and it 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 personal 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. (S)
- (d) Where the party invoking arbitrations the contractor no reference for arbitration shall be main trainable. 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 in 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 the 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 WHETHER APPLIED TO NET OR GROSS AMOUNTS TO BILL

Clause 32:- 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 from items of work done after deduction of the cost of materials supplied by the R.V.S.K.V.V. out only from 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, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will, not be entitled for the refund of such of the 3 charges as are permissible under the rules after obtaining a certificate from the Engineer-in-charge that the materials were required for use on Government work.

In the case of quarries where extraction of minor minerals is done by the contractor after taking permit from the collector the contractor will get refund of royalty charges, after the work is complete and after obtaining a certificate from the Executive Engineer that the materials extracted by the contractor have been used on Government work.

In the case of quarries which have been leased out (Trade quarries) the contractor should make all payments of royalty charges at Government approved rates. These royalty charges will also be refunded to the contractor on production of actual cash vouches on the certificate obtained from the Executive Engineer that these materials obtained by the contractor from the leased quarries have been used on Government work only.

In the First instance royalty charges will be refunded by the Collector and in the Second instance royalty charges will be refunded by the Executive Engineer,

In the case any dispute about payment of royalty charges. Decision of the S.E/C.E. be final.

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 supplied 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

198.....

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 A, dated the

.....

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: - Schedule for Construction of Tar Road Work for Length 1200 meter

in B.M. Agriculture College Khandwa

S.NO.	PARTICULARS	QUANTITY	RATE/ @	UNIT	REMARKS
1.	<p align="center">As per SOR Page No. (8) Item No. (4.3)</p> Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/ binding materials to fill up the interstices of coarse aggregate, watering and compacting to the required density and as per relevant clauses of section-400 (iii) Grading – III a) Using Screening Crushable type cum 700.00	337.50	505.00	CUM	
2.	<p align="center">As per SOR Page No. (8) Item No. (4.4)</p> Deduction for item No.4.1, 4.2 & 4.3 if vibratory roller / mortar grader is not used with prior written approval by S.E. : i) If static roller is used in place of vibratory roller.	450.00	- 50	CUM	
3.	<p align="center">As per SOR Page No. (10) Item No. (5.1)</p> Providing and applying primer coat with bitumen emulsion on prepared surface of granular Base including clearing of road surface and spraying primer at the rate of 0.75 kg/sqm using mechanical means and as per relevant clauses of section-500	4500.00	22.00	SQM	
4.	<p align="center">As per SOR Page No. (10) Item No. (5.2)</p> Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor on the prepared bituminous/granular surface cleaned with mechanical broom and as per relevant clauses of section-500. @ 0.25 kg per sqm (normal bituminous surfaces)	4500.00	8.00	SQM	
5.	<p align="center">As per SOR Page No. (12) Item No. (5.10)</p> Providing, laying and rolling of open - graded premix surfacing of 20 mm thickness composed of 13.2 mm to 5.6 mm aggregates using 60/70 grade bitumen to required line, grade and level to serve as wearing course on a previously prepared base, including mixing in hot mix plant, laying with paver finisher and rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grades excluding primer and tack coat and as per relevant clauses of section- 500.	4500.00	79.00	SQM	
6.	<p align="center">As per SOR Page No. (12) Item No. (5.14)</p> Providing and laying seal coat sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall using Type A and B seal coats and as per relevant clauses of section-500 with bitumen. Type A (Liquid Seal Coat)	4500.00	38.00	SQM	

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