

# Jiwaji University, Gwalior

## Tender Form

Name of Work:- **Providing different  
type Furniture for  
B.H.M.&C.T. Department  
at Paryatan Bhawan  
Jiwaji university Gwalior**

Name Of Contractor.....

Address.....

Contact No.....

Due Date:- **02-02-2016** at **5:00 P.M.** By **peed Post**

# जीवाजी विश्वविद्यालय, ग्वालियर

क्रमांक/ एफ.जे.यू./यंत्री/2016 / 169

दिनांक: - 11 / 01 / 2016

## निविदा आमंत्रण सूचना (तृतीय कॉल)

जीवाजी वि विश्वविद्यालय द्वारा फार्म "बी" (आयटम दर) पर दो लिफाफा पद्धति द्वारा म.प्र. पी.डब्ल्यू.डी./सी.पी.डब्ल्यू.डी. में पंजीकृत/समान कार्य के योग्य अनुभवी ठेकेदारों से स्पीड पोस्ट/पंजीकृत डाक से निम्न कार्य हेतु सीलबंद निविदा आमंत्रित की जाती है। जो वि विश्वविद्यालय में दिनांक 02.02.2016 सायं 5:00 बजे तक प्राप्त हो जानी चाहिये।

क्रं	कार्य का नाम	अनुमानित लागत	टेंडर फार्म का मूल्य	धरोहर राशि	कार्य पूर्ण करने की अवधि
1.	पर्यटन एवं यात्रा प्रबंध अध्ययन गाला के बी.एच.एम. एण्ड सी.टी. पाठ्यक्रम हेतु आवश्यक फर्नीचर सप्लाई बावत्	रु. 9,50,000/-	रु. 2,000/-	रु. 28,500/-	04 माह

टेंडर फार्म एवं विस्तृत भार्ते वि विश्वविद्यालय की वेबसाइट [www.jiwaji.edu](http://www.jiwaji.edu) से डाउनलोड की जा सकती है।

कुलसचिव

# JIWAJI UNIVERSITY, GWALIOR

No: JU/Egg/2016/169

Date: 11-01-2016

## Tender Notice (IIIInd-Call)

Sealed tenders on (form "B" Item rate) invited by Registrar, Jiwaji University, Gwalior from the eligible and experience Contractors / Registered in appropriate category in M.P. P.W.D./C.P.W.D. for the following works. The last date of submission up to **02-02-2016 at 5:00 P.M.**

S.N	Name of Work	Estimated cost	Cost of tender	EMD	Period of completion
1.	Providing different type Furniture for B.H.M. & C.T. Department at Paryatan Bhawan Jiwaji university Gwalior.	Rs. 9,50,000/-	Rs. 2,000/-	Rs. 28,500/-	Four Month

Detail of item term & conditions can be downloaded from university website [www.jiwaji.edu](http://www.jiwaji.edu) .

**REGISTRAR**

# **JIWAJI UNIVERSITY, GWALIOR**

1. Name of tender / suppliers M/S,.....  
.....
2. Name of Work **Providing different type  
Furniture for B.H.M. & C.T.  
Department at Paryatan Bhawan  
Jiwaji university Gwalior.**
3. Approximate cost **Rs. . 9,50,000/-**
4. Cost of tender form (in form of D.D.)  
(Enclosed with tender form) **Rs. 2,000/-**
5. Earnest money in form of D.D. in favour of  
Registrar, Jiwaji University, Gwalior **Rs. 28,500/-**
6. Time of Completion **Four Months**
7. Rate quoted **Item rate**
8. Date of received of Tender by Speed/Registered Post up to **02-02-2016 at 5:00 PM**

**Registrar**

**THE ELIGIBILITY CRITERIA:-**

Contractors who full fill the following requirements shall be eligible to apply.

- 1. Joint ventures are not accepted.
- 2. Financial Requirement:

**The bidder should have completed either One of the below:**

- a) three similar works each costing not less than the amount equal to 20% of the estimated amount of contract during the last 3 financial years; or
- b) two similar works each costing not less than the amount equal to 30% of the estimated amount of contract during the last 3 financial years; or
- c) one similar works of aggregate cost not less than the amount equal to 50% of the estimated amount of contract in any one of financial years during the last 3 financial years;

To be filled in by the contractor:

- i) *Details of successfully completed similar works shall be furnished in the following format.*
- ii) *Certificate duly signed by the employer shall also be enclosed for each completed similar work.*

Agreement Number & Year	Name of Work	Date of work Order	Date of Completion	Amount of Contract	Employer's Name and Address

- 3- Should have valid registration in sales tax & other relevant department.
- 4- Should not have incurred any loss in more than two year during the last five years ending 31<sup>st</sup> march 2010 in support of this the contractor shall submit annual balance sheet of 3 years.
- 5- The contractor should be registered in P.W.D/ C.P.W.D. and other government Department/10 Year furniture supply and making experience.

6- PERFORMANCE SECURITY

1.	Amount of performance Security	5% of the Contract Amount for works;
2.	Additional performance Security	Equal to an amount arrived at, by multiplying the contract amount with difference of percentage between percent rates (below/minus) of successful bid and ten percent rates (below/minus), considering bid rates less than ten percent below PAC, to be unworkable and shall require additional performance security (guarantee)

**REGISTRAR**

**JIWAJI UNIVERSITY, GWALIOR**

(in Form A, B and C)

**DETAILED NOTICE INVITING TENDERS**

Date of issue of N.I.T. **169/11.01.2016**

Date of Receipt of Tender **02-02-2016 up 5:00** to By Speed/Regd. Post only

Date of opening of Tender on ..... pm

1. INTRODUCTION

Sealed tenders are invited on behalf of the *Registrar* for the following work in form "A" percent Rate Tender and will be received at the office of the Registrar / University Engineer up to **5.00 P.M. on 02.02.2016** from the appropriate class of PWD/CPWD Civil contractors

- |     |                             |  |
|-----|-----------------------------|--|
| (1) | Name of work:               | <b>Providing different type Furniture for B.H.M. &amp; C.T. Department at Paryatan Bhawan Jiwaji university Gwalior.</b> |
| (2) | Amount of estimate          | <b>Rs.9,50,000/-</b>   |
| (3) | Probable amount of contract | <b>Rs. 9,50,000/-</b>  |
| (4) | Amount of earnest money.    | <b>Rs. 28,500/-</b>  |
| (5) | Time allowed for completion | 04 Month including rainy season from the date of written order to commence the work.                                     |
- 1.2 The electrical work shall be executed only through the contractors who possess proper valid electric license from the Chief Electrical Adviser to the Government. He should also attach a copy of the license.
- 1.3. Not more than one tender shall be submitted by a contractor/by a firm of contractors.
- 1.4. Not 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 The Registrar, Jiwaji university Gwalior\_ shall be accepting officer hereinafter referred to as such for the purpose of this contract.
- 1.6 Application for issue of tender documents shall be submitted to Registrar, Jiwaji university Gwalior so as to reach the office not later than .....
- 1.7 Tender documents consisting of plans specifications, schedules, 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 form and other documents, will be open for inspection and issued, for sale on payment of Rs. 10,000/- on or before .....and up to ..... P.M

- 1.8 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 tenderness at the following office during working hours between the dates mentioned in clauses
- 1.7 above.

## 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 Item Rate tender in form “A” or “C”.or B
- 2.2.1 In respect of percentage rate tenders, contractor should quote his separate tender percentage rate above or below the following schedules of rates.
- (a) **Building work** – The current schedule of rates issued by the E-in-C M.P.P.W.D. Bhopal in force from 01-08-2014 and its amendments up to date issued up to date of N.I.T.
  - (b) **Electric fittings** – The current schedule of rates issued by the E-in-C M.P. .P.W.D. Bhopal in force from 01-08-2014 and its amendments up to date issued up to the date of issue of N.I.T.
  - (c) **Water supply and sanitary fittings** - The current schedule for rates issued by E -in-C M.P. .P.W.D. Bhopal in force from 01-08-2014 and its amendments up to date issued up to the date of issue of N.I.T.
  - (d) **Road works** - The current schedule of rate issued by the Engineer-in-chief M.P.P.W.D. Bhopal in force from 01-02-2013 and its amendments issued up to the date of issue of N.I.T.
- 2.2.1. (For Form “A” only). The percentage of tender above/below or at par with the relevant schedule rates inclusive of amendments and correction slips issued up to the date of the notice inviting tenders should be expressed on the tender form itself both in words and figures in such a way that interpolation is not possible and all over writing 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. Any amendments to the schedule
- 2.2.2. of rates after the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specifically notifying the said amendment 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 tendered by the contractor shall not be altered by the contractor during the terms 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.
- 2.2.5. Item Rate Tenders in form – “B”. In respect of item rate tenders, contractor should quote his rates for the items mentioned in the schedule of item in Annexure F of this N.I.T. Only rates quoted shall be considered. The rates should be expressed in figures as well as words and the unit should be as given by the Department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted.
- 2.2.6. The rates quoted in the tender for the various items of work will not be altered by the contractor during the term of contract.
- 2.4. Lead and lift of water – No lead and lift for carting of water will be paid.
- 2.5. Lead and lift of materials – No lead and lift for carting of materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rate mentioned in clause – 2.2.1. of the N.I.T. or in the schedule of items in respect of item rate tenders.
- 2.6. Non-schedule items of works – During the execution of the work there is likelihood of such items of work, which do not find place in the current schedule of rates, referred to above in respect of percentage rate contracts or such items which are given in the schedule of items in respect of item rate contracts, for which contractor has not quoted his rates. Contractor will have to carry out these items of work.

Rates of such items of work which do not find place in the current schedule of rates referred to above, in respect of percentage rate contracts or such items in respect of item rate contracts shall be decided by the University Engineer and the decision of the Register shall be binding on the contractor. The quantum of such work will not exceed 10% of amount of contract unless accepted by the department and the contractor.

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

- 3.1 **Earnest money** -No tender will be received without a deposit of earnest money of Rs. 1,80,000 .00 which will be returned to the unsuccessful tenderness on the rejection of their tenders or earlier as may be decided by the competent authority and no production of a certificate of \_\_\_\_\_ that all

tender documents have been returned, and will be retained from the successful tenders as part of the security deposit.

### **Form 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 of any schedule Bank in favour of Registrar, Jiwaji University, Gwalior.
- 3.2.2 the intending tenderer from other states may remit E.M. in the form of the Bank draft of any schedule bank to the Registrar Jiwaji University Gwalior.
- 3.3 Earnest Money is 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 in the tender will be returned unopened to the tenderer.
- 3.4 Adjustment of Earnest Money – Earnest money, which has been deposited for a particular work, will not, ordinarily, be adjusted towards the earnest money for another work, but if the tender of 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 University Engineer.
- 3.5 **Security Deposit –**
  - (a) The Security Deposit shall be recovered from Running bills, @ 5.00per cent as per clause –I of the agreement read with para 3.5 of the N.I.T. and performance guarantee 3% of Estimated cost which is refund after expiry of Guarantee period of three year
  - (b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of Contract or exceeds the Probable amount of the contract.
- 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.
- 3.7 The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standard and procedure, in this respect, laid down in the National Building Code of India 1970/Indian Standards the scope and specification of the work to be done and the conditions and rates at which stores tools and plant etc. will be

issued to him by the university has seen the quarries with their approaches, site of work etc, and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor / Tenderes.

- 3.8 **Income Tax Clearance Certificate** – A tenderer purchasing tender documents for works exceeding Rs. 200 lacs shall submit either an Income Tax Clearance Certificate in the form printed as Annexured or a certificate from the Income Tax authority that the assessment is under consideration. No tender documents can be issued/sold to him unless such certificate is submitted.
- 3.9 **List of work in progress** - Tenders 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-  
the amount of each contract.  
Balance of work remaining to be done, and .  
The amount of solvency certificate produced by him at the time of enrolment in the concerning department  
detail of work where he with draw his offer or did not.
- 3.10 **Relationship** - The contractor shall not be permitted to tender for works in the university (responsible for award and Execution of contract ) in which his near relative is posted in university Account ant. He shall intimate the names of his near relative working in university. 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 relatives to any gazette officer in the university. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the W.D.

Note – By the term near relative is meant wife, husband, parents and son, grandson, brothers, sisters, brother-in-laws, father-in-law and mother-in-law.

- 3.11 The tender for the works shall witnessed by a contractor. Failure to observe this condition shall tender the tender of the contractor liable to rejection.

#### **4. OPENING AND ACCEPTENCE OF TENDER:**

- 4.1 **Place and Time of opening** - The tender shall be opened at time and place stated in para 1. by the U.E. in the presence of the tendered or their duly authorized agent who may choose to attend. The U. Engineer under unavoidable circumstance, May deput another officer in his absence to receive and open tenders on his behalf.

- 4.2 **Powers of University Engineer** - The U. Engineer does not bind himself to accept or recommend for the acceptance to the Registrar or other higher authority, the lowest or any tender or to give any reasons for his decision.
- 4.3 **Conditional Tender** -Conditional tender are liable to be rejected.
- 4.4 **Canvassing** – Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tendered doing so will tender himself liable to penalize which may include removal of his name from the register of approved contractors or penal action under section –8 of the M.P. Vinirdishtta Bhrasta Acharan Nivaran Vidheyak 1982.
- Execute the agreement, as well as where this contractors were rescinded in format in the duly certified by the concerned department
- 4.5 **UnsealedTender** - The tenders shall be rejected, if not properly sealed.
- 4.6 **Authority of University Engineer** – The authority competent to accept a tender reserve the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more tenderers.
- 4.7 **Validityofoffer** – Tender shall remain open up to four months from the date of receipt of tender and in the event of the tenderer withdrawing the offer before the aforesaid date, for any reason whatsoever, earnest money deposited with the tender shall be forfeited by the U.E.

## 5. SPECIFICATIONS :

- 5.1 **Brief Specification** – A brief note on construction and specifications of the work is enclosed in Annexure – E.
- 5.2 **Material of Construction** – The materials of construction to be used in the work shall be governed by the provision of part-V of the National Building code of India, 1970 and the relevant Indian Standard specification with amendments and revisions issued up to the date of tender notice.
- 5.3 **Workmanship**-The work shall be carried out according to the specification referred to herein after and according to sound engineering practice. The decision of the U. Engineer, in respect of workmanship will be final.
- 5.4 **Specification for Building Works** – (Including water supply and sanitary fittings.)
- 5.4.1. The Contractor shall execute the work in conformity with the standards and procedure laid down in the National Building Code of India, 1970, and C.P.W.D. specification for works in force, or special specification

whenever enclosed separately, and in accordance with the approved drawing.

- 5.4.2. **Concrete** – All concrete shall be mixed in hopper concrete mixers with me a rushing and compacted by mechanical Vibrators, Slump test shall be carried out during concreting and sample test cubes prepared and tested in due course the testing will be carried out by t he Department.

The results of the tests shall conform with the required standard and it the Engineer-in-Charge considers that a structural test in necessary the same shall be carried out as instructed by the Engineer-in Charge at the contractor’s expense and should the result of this be unsatisfactory the contactors, will be bound to take down and reconstruct the particular portion of work which has given unsatisfactory test results.

- 5.4.3 **Bricks** – The contractor should use the bricks manufactured on the metric measures as far as possible. In case of non availability of metric size bricks in particular time area the British size bricks shall be allowed by but mode of measurements and payment shall be made considering motive size bricks and extra brickwork shall be at the cost of contractor.

- 5.4.4 All timber used in the wood for all new works must be properly seasoned. In case of important building mechanical seasoning should be done in good seasoning plant.

In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense but no certificate is required where no a additional rate is paid.

- 5.4.5 **Maintenance of Roofs** – Subject to the provision in the agreements, it will be the responsibility of the contractor to see that the building does not leak, during the period of the fittest rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terrace roof, after its completion and he will make good and replace all the defective work on this account.

## 5.5 **Specification of Electrical Works.**

- 5.5.1. The work will be carried out as per the approved drawing and as directed by the U.E.

The word will be governed by “General Specification” for the Electrical Works in Governments buildings in Madhya Pradesh in force from 1972. and CPWD department specification.

- 5.5.2. All samples of electrical accessories should be got approved from the Engineer-in-charge. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. A list of accessories is enclosed as Annexure – E.

- 5.5.3. The period of testing and refund of deposit will be 3 year after completion of work.
- 5.5.4. In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tube light fixtures will be made by the University as mentioned in the C.S.R. As such lab our rates only as per C.S.R. will be paid for fitting such items in position as per C.S.R.
- 5.5.5. the contractor should submit wiring diagram on tracing cloth showing the point position of switch, length of point, position of D.B. and main switch circuit No. in which points fall at the time of final bill. Otherwise deduction of ½ percent (halt percent) will be made from the bill.

5.6 **Specification of works.**

(Excluding bridges and culverts)

The road work and collection of materials for road works shall be carried out according to Maharashtra P.W.D. specifications, as adopted for the work or specification enforce, or special specifications wherever enclosed separately, or the relevant specification published by the Indian Road Congress.

- 5.7 **Contradictions or amendments** – In the event of contradictions between the stipulations of t he current schedule or rates (vide part of this N.I.T.) and aforesaid specification vide para – 5.1 to 5.7 above the stipulations of the current schedule of rates shall gain precedence. In the event of contradictions, if any between different specifications and or codes of practice, referred to above, the decision of the U.E. shall be final subject to appeal in case of dispute before Registrar of University within one month of U.E.’S decision.

**6. SUPPLY OF MATERIALS :**

- 6.1 Material supplied by the Department – The following/ any materials will not be supplied by the department.

	Name of materials	Rate	Place of delivery
(1)	Cement _____ Rs. _____ (Including cost of containers).	Per bag.	_____
(2)	_____		_____
(3)	_____		

- 6.1.1 The Contractor shall be liable to return unused cement bags after due allowance of limit of variation prescribed in the C.S.R. to the stores of the University failing which cost of unused cement bags shall be recovered from contractor at double the agreement rates/issue rate whichever is more.

- 6.1.1 Return to Empty Cement Bags – It shall be compulsory on the part of the contractor to return the empty cement bags issued to him, to the \_\_\_\_\_ engineer in charge of work at the place of issue for which no transportation will be payable. The rebate for such bags will be as per rates fixed by D.G.S.&D. from time to time. In case the empty bags are not required by the University the contractor will have to sell these to the authorized collecting agents at the price fixed by the D.G.S. &D. from time to time and produce receipts in support.
- 6.1.2 Penalty for Non-Return of Bags- For each bag not so returned to the extent of issues, in sound condition a rate of Rs. \_\_\_\_\_ per bag will be charged. The decision of the Engineer-in-charge whether or not a bag is in sound conditions shall be final.
- 6.2 In case of the departmental supply of Iron/Steel to the contractor the labour rate will be paid for cutting, banding and placing with binding wire as provided in C.S.R. (with due allowance for the percentage above or below C.S.R. tendered and accepted).
- 6.3 **Delay in Supply** – If the materials are not supplied in time, the contractor will not be allowed any claim for any loss, which may be caused to him, but only extension of time will be given at the discretion of the University Engineer and Registrar if applied for by the contractor before the expiry of the contract.
7. **MISCELLANEOUS CONDITIONS :**
- 7.1 **Subletting** – The contractor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
- 7.2 **Taxes** – All dues regarding taxes, including the sales tax, other duties etc. levied on the contractor's work by Government and local bodies or private individual is will be payable by the contractor. The University Engineer will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.
- 7.3 Minerals extracted for works carried out on behalf of the Government of India from the quarries in possession of and controlled by the State Government is subject to payment of Royalty by the contractor to whom it shall not be refundable. The University Engineer shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only).

- 7.4 **Rules of Lab our Camps** – The contractor will be bound to follow the Madhya Pradesh Model rule relating to lay-out, water supply and sanitation on lab our camps (vide Annexure –A) and the provisions of the 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 works (rules enclosed vide annexure-B).
- 7.6 **Work in the Vicinity-** The University Engineer reserves the right to take up departmental work or to a work award on contract in the vicinity without prejudice to the terms of contract.
- 7.7 **Best quality of construction materials** – Material’s of the best quality will be used as approved by the University Engineer:
- 7.8 **Removal of undesired person-** The contractor shall on receipt of the requisition from the University Engineer at once remove any person employed by him on the work who, if in the opinion of the University Engineer is unsuitable or undesirable
- 7.9 **Amount due from Contractor** – Any amount due to University from the contractor on any account concerning work may be recovered from him as arrear of land revenue.
- 7.10 **Tools and Plants** – The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued to the contractor as a special case.
- 7.11 **Right to increase or decrease work** – The competent authority reserves the right to increase or decrease work.

The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation.

- 7.12 **Time Schedule** – The work shall be done by the contractor according to the time schedule fixed by the competent authority. Contractor shall furnish has programme of construction for execution of work within the stipulated time schedule together with methodology of construction of each type of work and obtain approved of engineer in charge prior to the execution / commitment of work.



- 7.13 **Time of contract** – Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work.
- 7.14 **Payment by Cheques** – The payment will be made by cheques on the Central Bank of India only. No Bank commission charges on realizing such payments will be done by the University.
- 7.15 **Transport of Materials** – The contractor shall make his own arrangement for transport of all materials. The University is not bound to arrange for priority in getting wagon or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in the operation by the Engineer in charge. If it proves to be ineffective, the contractor shall have no claim for any compensation on that account.

8. **SPECIAL CONDITIONS :**

To be inserted in the N.I.T. of a particular work if found necessary in the interest of the work.

**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 is so required by the U.Engineer and will execute the agreement in the prescribed form within a fortnight of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to University 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 work to be executed is more than Rs.5 Lakhs.
  - (ii) One diploma Holder, Sub-Engineer 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 U.E. shall have the right to take suitable remedial measures.

- (d) The contractor should give the names and other detail of the Graduate Engineer/Diploma Holder, Sub-Engineer whom he intends to employ or who is under employment on the work at the time he commences the work.
- (e) The contractor should give a certificate to the effect that the Engineer/Diploma holder, Sub-Engineer is exclusively in his employment.

**Provided that :-**

- (i) An Engineer or Sub Engineer 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 in Engineer and Rs. 5 lakhs in the cash of a Sub-Engineer.
- (ii) It is not necessary for the contractor's partners in case of firm/company who is himself an Engineer, Sub-Engineer to employ another Engineer, Sub-Engineer for the Supervision of work.
- (iii) The Retired Assistant Engineer who is holding a Diploma may be treated at par with a Graduate Engineer are for the operation of the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay the University sum of Rs.2,000 for each month of defaults in the case of graduate and Rs. 1000/- for each month of default in the case of Diploma Holder Sub-Engineer.

**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:-

Following documents annexed with this N.I.T. shall form a part of the contract.

Annexure – “A” Model Rules relating to lab our, water supply etc.

Annexure – “B” Contractor's lab our regulations.

Annexure – “C” Sources of materials (not applicable for building work).

Annexure – “D” Form of Income Tax Clearance Certificate. (applicable to works costing more than Rs. 2.00 lakhs )

Annexure – “E” Brief specifications.

Annexure – “F” Schedule of items.

Annexure – “G” Form of Bank Guarantee,

### 8.3 Test of Material

#### 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. Standard 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 draining 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. meters of living space.
4. **Sanitary facilities** – Latrines and urinals shall be provided at least 15 meters away from nearest quarters separately for men and women and specially to market on the following scale.
5. **Latrine** – Pit provided at the rate of 10 users or two families per seat, 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 be arranged, when supplies are from intermittent sources overhead storage tank shall be provided with a capacity of five litres a person per day. Where the supply is to be made from a well it shall conform to the 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 drawing the water from well. The well should be 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 persons in the camp. There shall be one gap and space of 2 sq. metres for washing and bathing. Proper drainage for the waste water should be provided.
8. **Waste disposal** – Dustbin shall be provided at suitable places in camp and the residents 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 1,0000 but more than 250 person reside shall be provided with dispensary and a 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 the worker, if any, free of cost.

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 lab our 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 sweeper for every 100 person above first 500 for which 6 sweepers should be provided.

## **ANNEXURE “B”**

### **CONTACTOR’S LABOUR REGULATIONS**

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

**Explanation** – (a) “Fair wages” means wages whether for time or piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the S.E.P.W. department for the circle in which the work is done.

(b) The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the worked including in lab our engaged by his subcontractors in connection with the said work as if laborers had been immediately employed by him.

© In respect of all lab our directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the Lab our Act in force.

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

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

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

#### **ANNEXURE "C"**

##### **STATEMENT SHOWING THE LEAD OF MATERIALS**

<b>S.NO.</b>	<b>DESCRIPTION</b>	<b>LEAD</b>
1.	_____	
2.	_____	
3.	_____	
4.	_____	
5.	_____	

Note – This statement is only for guidance of the contractor. The tenderer should satisfy himself regarding the availability of the required quality and quantity of materials.

#### **ANNEXURE "D"**

##### **FORM OF CERTIFICATE IN INCOME TAX TO BE SUBMITTED BY CONTRACTOR**

##### **TENDERING FOR WORKS CONSTING Rs. 2.00 LAKHS OR MORE**

- (i) Name and style (of the company, firm H.U.F. or individual) in which the applicant assessed to income tax and address for purpose of assessment.
- (ii) The Income Tax Circle/Ward/ District in which the applicant is assessed of income-tax.
- (iii) Following particulars concerning the last income tax assessment made:-
  - (a) Reference No. or (G.I.R.NO.) of the assessment.
  - (b) Assessment year and accounting year.
  - (c) Amount of total income assessed.
  - (d) Amount of tax assessed I.T., S.T.,E.P.T., B.P.T.
  - (e) Amount of tax paid I.T., S.T., E.P.T., B.P.T.
  - (f) Balance being tax not yet paid and reasons for such arrears .
  - (g) Whether any attachment or certificate proceedings pending in respect of the arrears.
  - (h) Whether the company of firm of H.U.F. on which the assessment was made has been or is being liquidated, wound up, dissolved, partitioned or being declared insolvent, as the case may be.
  - (i) the position about later assessments namely, whether returns submitted under section 22 (1) or (2) of the income tax act and whether tax paid under section 18-A of the act and the amount of tax so paid or in arrears.
  - (iv) In case there has been no income tax assessment at all in the past whether returns submitted under section 21 (1) or (2) and 18-A (3) and if so the amount of income tax returned or tax paid and the income tax circle/ward/District concerned.
  - (v) The name and address of branch (es) verified the particulars set out above and found correct subject to the following remarks.

Dated \_\_\_\_\_

Signature of I.T.O.  
Circle/Ward/District

## ANNEXURE "E"

Specification for the work of construction of Work

University Engineer

**ANNEXURE "F"**

**SCHEDULE OF ITEMS TO BE EXECUTED**

S.NO.	Particulars of items	Unit
-------	----------------------	------

ENCLOSED

University Engineer

**ANNEXURE "G"**

**GUARANTEE BOND**

(To be used by approved scheduled banks )

1. In consideration of the Jiwaji University Gwalior (hereinfter called the University) having agreed to exempt \_\_\_\_\_ (hereinafter called the said contractors) from the demand under the terms and conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ herein after called the said Agreement ) of earnest money deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank \_\_\_\_\_ Guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only). We \_\_\_\_\_ Bank Limited (hereinafter referred to as "The Bank") do hereby undertake to pay to University an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the University by the reason of any breach by the said contractor(s) of any terms or condition contained in the said agreement.

2. We \_\_\_\_\_ Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the University stating that the amount calimed is due by way of loss or damage caused to or suffered by the University by reason of any breach by said Contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ .

## **ANNEXURE “H”**

### **Special Condition**

1. The Tenderer of/supplier should have a place of business in the state of M.P. from where the goods would be supplied to various destinations in the state and also should hold a registration Certificate under the M.P. Vanijayack Kar Adhinyam.
2. The Tenderer/supplier shall also submit the Clearance Certificate as provided under section 36 of the MP Vanijayak Kar Adhinyam.
3. Work Programme and Methodology of Construction - Contractor shall furnish his programme of construction for execution of the work within due stipulated time schedule together with methodology of construction of each type of work and obtain approval of the Engineer - in - Charge prior to execution/commencement of work
4. Revised programme of work in case of sleep page - In case of sleep page from the approved work at any stage, the contractor shall furnish revised programme to make up the sleep page within the stipulated time schedule and obtain approval of Engineer-in-charge to the revised programme. ANNEXURE “I”

Testing of Materials and Methodoly

## **ANNEXURE - JD**

### **List of Instruments for Field Testing Laboratory**

#### **Field Testing Instruments.**

1. **Steel tapes - 3m.**
2. **Vernier calipers**
3. **Micrometer screw 25mm gauge.**
4. **A good quality plumb bob.**
5. **Spirit level minimum 30cm long with 3 bubbles for horizontal vertical.**
6. **Wire guage (circular type) disc.**
7. **Foot**
8. **Long nylon thread.**
9. **Rebound hammer for testing concrete.**
10. **Dynamic penetrometer.**
11. **Magnifying glass.**
12. **Screw driver 30cms long**
13. **Ball Pin hammer 100 gms.**
14. **Plastic bags for taking samples.**
15. **Moisture meter for timber.**
16. **Earth Resistance tests for I**
17. **Megger I Electrical Division**



**APPENDIX 2.14**  
**(See Paragraph 2.091)**  
**FORM "B"**  
**JIWAJI UNIVERSITY, GWALIOR**  
**ITEM RATE TENDER AND CONTRACT FOR WORKS**  
**General Rules and Direction for the Guidance of Contractor**

- 32 All works proposed for execution by contract will be notified in a form of invitation to tender, posted in public places and signed by the University Engineer.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work: also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of specifications, drawings and a schedule of quantities and rates of the various descriptions of work and any other documents required in connection with the work, signed for the purpose of identification by the University Engineer shall also be open for inspection by the contractor at the office of the University Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his 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 the usual printed form stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified, in the said form of invitation to tender, 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, tender shall have the name and number of the work to which they refer written outside the envelope.
4. The University Engineer or his duly authorized assistant, Will open tenders in the presence of any intending contractor(s) who may be present at the time and will enter amounts 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 that the tenders are opened.
5. The office competent to dispose of the tenders shall have the 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 University Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the University Engineer 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 University, and their issue rates shall be filled in and completed, in the office of the University Engineer before the tender form is issued, if a form 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 WORK**

I/We hereby tender for execution for the V.C., of Jiwaji University Gwalior of the work specified by in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications. Designs, drawings and instructions in writing referred to in rule I here of and in clause 12 of the annexed condition, and with such materials as are provided for by and in all other respects in accordance with such conditions so far applicable.

## MEMORANDUM

1. \*(a) General Description:

Providing different type  
Furniture for B.H.M. & C.T.  
Department at Paryatan Bhawan  
Jiwaji university Gwalior.

(b) Estimated cost

Rs. . 9,50,000/-

(c) Earnest Money

Rs 28,500/-

\*\* (d) Security deposit 5%

\*\*\*(e) Percentage if any, to be deducted from bills

(f) Time allowed for the completion of work from the date of written order 01 month  
including rainy season.

Item No.	Item of work	Unit	Per	Rate Tender in figures	Rate tendered in words.
(1)	(2)	(3)	(4)	(5)	(6)
<b>Separate list enclosed</b>					

Should this tender be accepted I/We hereby agree to abide by and fulfill all terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the V.C. of Jiwaji University, Gwalior or his successor in office the sums of money mentioned in the said conditions.

The sums of Rs. 1\*( ..... ) is, herewith, forwarded in currency notes as earnest money (a) 2\* the full value of which is to be absolutely forfeited to the V.C. of Jiwaji University, Gwalior. Or his successors in office, should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 (A) of the said condition of contract, otherwise the said sum of Rs. .... Shall be retained by Government as on account of such security deposit as aforesaid, or (b) 3\* full value of which shall be retained by Government on account of the security deposit specified in clause 1 (B) of the said condition of contract. Dated the .....19.....

Signature of Contractor before  
Submission of tender

Name & Address.....

.....

.....

4\* Witness .....  
Occupation .....  
Address .....

The above tender is hereby accepted by me on behalf of V.C. of Jiwaji University, Gwalior

Dated ..... day of .....199 .....

Signature of the Officer  
by whom tender accepted.

- \* If several sub-works are included, they should be detailed in a separate list.
  - \*\* This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.
  - \*\*\* This percentage where no security deposit is taken, will vary from 5 percent to 10 percent according to the requirements of the case. Where security deposit is taken, see note to clause 1 of the condition of contract.
- 1.\* Give particulars and numbers:
  - 2.\* Strike out (a) if no cash security deposit is to be taken.
  - 3.\* Strike out (b) if any cash security deposit is taken.
  - 4.\* Signature of witness to contractor's signature.

### **Conditions of Contract**

**Clause 1. – Security Deposit** – The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the contract include his heirs executors, administrators, representatives and assigns ) shall 4\* (A) (within one day for a contract of Rs. 1000/- or less, two days or one of Rs. 2000/- or less, and so on up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender) deposit with the University Engineer in cash. Or Government securities endorsed to the University Engineer (if deposited for more than 12 months) a sum sufficient with amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender) or\* (B) (permit V.C. at the time with of making any payment to him of work done under the contract to deduct such sum as will ( with the earnest money deposited by him ) amount to\* ..... percent of all moneys so payable. Such deductions. Be held by V.C. by way of security deposit), provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above. Then and in such case if the sum so deposited shall not amount to \*\*\* ..... percentage of the total estimated cost of the work, it shall be lawful for V.C. at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ..... Percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to V.C. under the terms of his contract may be deducted from or paid by the sale of sufficient part or

his security, or from the interest arising their form, or from any sum which may be due or may become due to the contractor by V.C. on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction of sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash, May, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

**Note:** Any sum deposited in cash by the contractor under (A) or amount of deductions made under (B) may if the contractor so desires, be converted into one of the recognized forms of interest bearing securities to be approved by the officer sanctioning the contract, provided the amount to be converted is not below Rs. 1000/- (One Thousand) and the period of contract warrants such conversion. Such securities should be endorsed to the University Engineer.

The security deposit would also be converted in the shape of Bank Guarantee in recognized. Form with prior approval of the authority sanctioning the contract.

\* Strike out "A" or "B" as that case may be

\*\* This will be same percentage as that in the tender at OF THE

\*\*\* This percentage (not exceeding 10 percent) will be fixed in every case to suit requirements, e.g. if it is fixed at 8 percent and the security deposit only amounts to 5 percent of the estimated cost of the work, than 3 percent should be deducted from every payment. If the percentage is fixed at 10 percent and the security deposit only amount to 6 percent then 4 percent should be deducted and so on.

### **Compensation for Delay**

**Clause 2. -** The time allowed for carrying out the works as entered in the tender shall be Strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer may decide. On the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted. Or unfinished, after the proper dates. And further, to ensure

good progress during the execution of the work, the contractor shall be bound. In all cases in which the time allowed for any work exceeds one month to complete on fourth of the whole of work before one fourth of the whole time allowed under the contract has elapsed: one half of the work before one half of such time has elapsed and three fourth of work, before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay compensation an amount equal to one percent or such small amount as the University Engineer / V.C. may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation be paid under the provision of this clause shall not exceed eight percent on the estimated cost of the work as shown in the tender

**3. Action when the contractors becomes liable for levy penalty.**

**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 the security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms contained in clause 24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause. U.E. on behalf to the V.C. Jiwaji University, Gwalior shall have power to adopt any of the following courses, as he may deem best suited to the interest of University.

32 To rescind the contract, (of which recession notice in writing to the contractor under the hand of the University Engineer shall be conclusive), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of University.

(b) To employ labour paid in the P.W.D. or by employing department machinery and to supply materials to carry out work, or any part of the work, debiting, the contractor with the cost of the labour of hire charge of departmental machinery and the price of the materials (of the amount of which cost and price a certificate of the U.E. shall be final and conclusive against the contractor) and crediting him with 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 this contract, or the cost of the labour and the price of the materials as certified by the U.E. which ever is less, the certificate of the U.E. as to the value of the work done shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work

is carried out at lower rates than the rates quoted by contractor, saving, if any, will go to the University.

of the To measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expense 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 the certificate in writing of the U.E. 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 University under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part there of, if the work is carried out at lower rates to contractor shall not be entitled for any refund. On the account saving, if any which shall go to the University.

In the event of any of the above courses being adopted by the U.E. The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made 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 provisions aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work theretofore actually performed under this contract, unless and 32eali the U.E. 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.

**Contractor remains liable to pay compensation if action not taken under clause 3**

**Clause 4** – In any case in which any of the powers conferred upon the U.E. by clause 3 hereof, shall have become exercisable and the same shall not constitute a waiver of any of the condition hereof and such power shall notwithstanding be exercisable in the event of any further 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 contractor for past and future compensation shall remain unaffected.

In the event of the U.E. putting in force either of the power either of the power under clause (a) 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 work, 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 or these not being applicable, at current market rates to be certified by the U.E. whose certificate thereof shall be final, otherwise the U.E. may by notice in writing to the contractor or his clerk of the clerk of the works., foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Power to take possession of or require removal of or sell contractor's plant. In the event of the contractor failing to comply with any such requisition, the University Engineer may remove them at the contractor's expense or shall them by auction or to private sale on account of the contractor and at his risk all respects and the certificate of the U.E. as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**Clause 5 – Extension of time** – If the contractor shall desire an extension of the 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 U.E. within thirty days of the date of the hindrance on account of which he desires such extension as aforesaid, and the U.E. shall, if in his opinion (which shall be final) reasonable grounds, be shown therefore authorizes such extension for a period not exceeding three months. Any further extension of time shall be subjected to the previous sanction of the Registrar.

**Clause 6 – Final certificate** – On completion of the work, the contractor shall be furnished with a certificate by the U.E. (hereinafter called the Engineer-in-charge) of such completion: but no such certificate shall be given. Nor shall the work be considered to be completed 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 part of any building or structure 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 / University Engineer 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 material 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 forthwith pay

the amount of all expenses so incurred. And shall have no claim in respect of any such scaffolding or surplus materials as 34ealize34e except for any sum actually 34ealize34 by the sale thereof.

**Payment of intermediate certificate to be regarded as advance.**

**Clause 7** – No payments shall ordinarily be made for work estimated to cost less than rupee one thousand till after the whole of the work shall have been completed and a certificate of completion given; but if intermediate payment during the course of the execution of works is considered desirable in the interest of work, 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 thereof be intimated to receive a monthly payment proportionate to the part thereof than 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 intermediated payments shall be regarded as payments by way of advance against the final payment only and not as payments for work 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 re-erected or be considered as an admission of the due performance of the contract or any part thereof, in any respect or the accruing of any claim, nor shall it conclude. Determine or effect, in any way. The powers of the Engineer-in-charge under these condition or any of them as to the final settlement and adjustment of the account or otherwise any other way very or effect 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.

**Bill 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 measurements for the purpose of having the same verified, and the claim as far as admissible, adjusted, if possible before the expiry of ten days from the presentation of the bill.

If the contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare bill from such list which shall be binding on the contractor in all respects.

#### **Bill to be in Printed Forms**

**Clause 9** – The contractor shall submit all bills on the 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 tender and the rates hereinafter provided for such work.

#### **Receipt 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 contractors are described in their tender as a firm. In which case the receipts must be signed in the name of the firm by one of the partners. Or by some other person having authority to give effectual receipts for the firm.

#### **Store Supplied by Government**

**Clause 11** – If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule of memorandum, hereto annexed, the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise; or against or from the security deposit or the

proceeds of sale thereof; if the same is held in Government securities the same or sufficient portion thereof being in this case sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of University, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall returned to the Engineer-in-charge's store, if by a notice in writing under his hands he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation account of any such material so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

### **Works to be executed in accordance with specifications**

#### **Drawings Orders etc.**

Clause 12 – The contractor shall execute the whole and every part of 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, drawing 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 in the site of the work for the purpose of inspection of during office hours, and the contractor shall if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instruction as aforesaid.

#### **Alteration in Specification and Designs**

The Engineer-in-charge shall have power to make any alteration in, omissions from additions to or substitution for, the original specifications, drawings, designs instructions, that may appear to him to be necessary or advisable during the progress of the work , and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him 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 as part of the work shall be carried out by the contractor on the same condition, in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

**Extension of time in consequence of alterations** – The time for the completion of the work shall be extended in the proportion that altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

**Rates for works not in estimate of schedule of rates of the district.** – And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district, which was in force at the time of the acceptance of the contract, and if such class of work is not entered in the said schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such of work; and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to carry out as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates have been determined as lastly hereinbefore mentioned then and in such case he shall only be entitled to be paid in respect of the work, carried out or expenditure incurred by him prior to the date of the 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 Superintending Engineer of the Circle shall be final.

**No claim to any payment or compensation for  
Alteration in or restriction of work**

**Clause 14** – If at any time after 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 thereupon 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 and 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 before receipt by him of the said notice, the contractor shall be paid for such materials at the rates detraind 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 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 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,

#### **Time limit for unforeseen claims**

**Clause 15,** - Under no circumstance whatsoever, shall the contractor be entitled to any compensation from Government, on any account unless the contractor shall have submitted a claim in writing to Engineer-in-charge within one month of the cause of such claim occurring.

#### **Action and compensation 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 the 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 and than notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or rev\move, and reconstruct the woks so specified in whole or in part, as the case may required, or if so required shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost; and

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 the amount of the estimate for 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 and expense in all respects of the contractor should the Engineer-in-charge consider that any such inferior work or materials 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.

**Contractor liable for damage done and for imperfections for three months after certificate.**

**Clause 17** – 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 curbs fences, enclosures, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass-land or cultivated ground contiguous, 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 three months (six month in the case of a road work) after a certificate final or its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other work-men and deduct the expense (of which the certificate of the Engineer-in-charge shall be final ) from any sums that may be then or at any time thereafter may become, due to the contractor or from his security deposits of the proceeds of sale thereof, or of a sufficient portion thereof.

The contractor hereby also covenants that it shall be his responsibility to see that the buildings constructed under this contract do 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 said periods the same shall be removed by him at his own expense or in default the Engineer-in-charge may get them removed and deduct the expenses thereof from any sum that may be then due or may become due to the contractor or from the security deposit of the contractor an amount equal to 20% cost of the roof shall, notwithstanding 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 if any amount still remains due to

this account after making deductions as aforesaid the same may be recovered from him as an arrear of land revenue/cash security. The security deposit of the contractor 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 bill is passed.

**Work to be open for inspection: contractor or responsible agent to be present**

**Clause 18** – All work under or in course of execution or executed in accordance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and they 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 works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accorded 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 19** – 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 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 expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Contractor to Supply plant, ladder scaffoldings 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 store ),



plant, tools appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper 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 or 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 condition 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 the requisite number of persons with the means and materials necessary for the purpose of setting out work, 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.

**The contractor is liable for damages arising from non-provision of lights, fencing etc.**

The contractor shall also provide at his own cost, except when the contract specifically provides otherwise and except for payment due under clause 13 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 damages and costs which may be awarded in any such suit, action or proceedings 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 workmen's compensation Act 1923**

**Clause 21** – In every case in which by virtue of the provisions of section 12, sub-section (1) of the workmen's compensation Act, 1923, V.C. is obliged to pay compensation to a workman employed by the contractor in execution of the work, V.C. will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of Government under section 12, sub-section (2) of the said Act, V.C. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by V.C. to the

contractor whether under this contract or otherwise V.C. shall 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 V.C. full security for all costs for which V.C. might become liable in consequence of contesting such claim.

### **Labour**

**Clause 22** – No female labour shall be employed within the limits of cantonment

### **Labourers below the age of twelve years**

**Clause 23** – No labourer below the age of twelve year shall be employed on the work.

### **Fair Wage**

**Clause 24** – The contractor shall pay not less than fair wage to labourers engaged by him on the work.

### **Explanation :**

(a) “Fair wage” means wage whether for time or piecework notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the work Department for the division in which the work is done.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labours had been immediately employed by him.

of the In respect of all labour directly or indirectly employed on the works for the performance of the contractor’s part of this agreement, the contractor shall comply with or cause to be complied with the labour Act in force.

(d) The university Engineer shall have the right to deduct, from the moneys due to the contractors, any sum required or estimated to be required for making good the loss suffered by a workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from 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 regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

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

**Work Not to be Sublet**

**Clause 25** – The contract shall not be assigned or sublet without the written approval of the U.E. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent, or 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 or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of university 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 U.E. may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of V.C. and the same consequences shall ensue 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 therefore performed under 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 conditions shall be considered as reasonable compensation to be applied to the use of V.C. without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**Changes 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.

**Works to be under the direction of University Engineer**

**Clause 28** – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the University Engineer 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.

### **Disputes relating to specifications, designs etc.**

**Clause 29** – Except where otherwise specified in the contract the decision of the Registrar of University for time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, provided that the Registrar shall before giving the decision in the matter give an opportunity of being heard to the contractor.

### **Stores of European or American manufacture to be obtained from Government**

**Clause 30** – The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up articles required therefore or in connection there with unless he has obtained permission in writing from the Engineer in charge to obtain such stores and articles

elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule, they will be debited at cost price which, for the purposes of this contract, shall include the cost of carriage and all of other expense whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

### **Lump Sums in Estimates**

**Clause 31** – When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under 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 estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

### **Action where no specification**

**Clause 32** – In the case of any class of work for which there is no such specification as is mentioned in rules, such work shall be carried out in accordance with the specification approved by University Engineer, for application to work in the district, and in the event of there being no such specification, then in such case the work shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-charge.

### **Definition of work**

**Clause 33** – The expression “works” or “work” where used in these condition, shall, unless there be something either in the subject or context repugnant to such contraction, be construed and taken to mean the works or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted, or additional.

### **Claim for quantities entered in the tender or estimate**

**Clause 34** – Quantities shown in the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in the tender or estimate.

**Clause 35** – No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or in the case of clearance works, on account of any delay in according sanction to estimates.

### **Employment of Scarcity Labour**

**Clause 36** – If Government declare a state of scarcity or famine to exist in any village situated within 16 km. 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 University Engineer or by any person to whom the University Engineer may have delegated this duty in writing, to be in need of relief and shall be bound to pay 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 University Engineer whose decision shall be final binding on the contractor.

### **Refund of quarry fees and Royalties**

**Clause 37** – All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, and deduced from their RA bill as per rule who will,

however be entitled to a refund, of such of the charges as are permissible under the rules on obtaining a certificate from the Engineer-in-charge that the materials were required for use of University work.

**Royalty for breach of contract**

**Clause 38** – On the breach of any term of condition of this contract by the contractor the said University 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 said University to recover any further sums as damages from any sums due or which may become due to the contractor by V.C. or otherwise howsoever.

**Note** : - If there is any difference between the amount of words and figures written in the tender forms by the contractor the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.

**NOTICE TO THE CONTRACTOR TO START WORK**

Your contract for the ..... has been accepted by me/U.E./Registrar/V.C. on behalf of the Jiwaji University Gwalior. ....day of ..... 200..... and you are hereby ordered to commence the work.

**University Engineer**

**Registrar**

The notice to the contractor (s) to start work from the ..... day of ..... 200..... was issued, vide this office memorandum No. .... dated the .....200 .....

**University Engineer**

**Registrar**

In pursuance of clause 6 of the Agreement in form B dated the ..... between the Contractor Shri ..... and the U.E. of Jiwaji University, it is hereby certified that the said contractor has duly completed the execution of the work undertaken by him there under on the ..... day of .....

**Signature of contractor**

**University Engineer**

**Registrar**

Schedule

Showing (approximately) materials to be supplied by the Department under clause II and 30 for work contracted to be executed and the rates at which they are to be charged for.

Particulars (1)	Rates at which the material will be charged to the contractor (2)	Place of delivery (3)
<b>No material provided by the department</b>		

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

.....  
**Signature of the Contractor**

.....  
**Signature of University Engineer**

# **Jiwaji University, Gwalior**

## **SCHEDULE OF QUNTTY**

**Name of the work:-** Providing different type Furniture for B.H.M. & C.T.  
Department at Paryatan Bhawan Jiwaji university Gwalior.

<b>S.No.</b>	<b>Item</b>	<b>Specification</b>	<b>Qty.</b>	<b>Rate</b>	<b>Amount</b>
1	Single Bed	Constructed in 'B' grade Teak wood, Overall size 78" x39"x12" finished in lacquer polish. Constructed with two 3"X3"X12" posts with decorative finish on the foot side of the bed and two posts 3"X3" on the head side of the bed to have suitable castor wheels with total height of 12". These posts must be joined with 78" (finished length) plank of 6"X1.5"on the long side and 39"net plank on the same size on the short side of the bed. The bed side and top to be covered in 19mm ply board suitably molded in teak wood to hold the mattress and give finished look. Head side leg has caster wheels and the foot side to have decorative legs	4		
2	Double Bed	Constructed in 'B' grade Teak wood, Overall size 78"x72"x12" finished in lacquer polish. Constructed with two 3"X3"X12" posts with decorative finish on the foot side of the bed and two posts 3"X3" on the head side of the bed to have suitable castor wheels with total height of 12". These posts must be joined with 78" (finished length) plank of 6"X1.5"on the long side and 72" net plank on the same size on the short side of the bed joined in dowels. The bed side and top to be covered in 19 mm ply board suitably molded in teak wood to hold the mattress and give finished look. Head side leg has caster wheels and the foot side to	1		



		have decorative legs			
3	Head Board for Single Bed	Overall size 102”X30”X1.5” finished in lacquer polish. Frame made in 3” broad Grade B Teakwood fitted with two panels of 39”X24”X1.5”filled with 6mm waterproof plywood with 60 mm low density foam upholstered with suitable cloth approved by the institute on both the sides. The middle portion will have teak wood planks of 18”X24”X1.5”.	4		
4	Head Board for Double Bed	Overall size 96”X30”X1.5” finished in lacquer polish. Frame made in 3” broad Grade B Teakwood on the top and bottom and 12” teakwood on both sides fitted with a panel of 72”X24”X1.5” in the middle filled with 60 mm waterproof plywood with 60 mm low density foam upholstered with suitable cloth approved by the institute.	1		
5	Bed Side Table for Double Room	Constructed in ‘B’ grade Teak wood and ply with overall size - 18”x12”x18” finished in lacquer polish. with one drawer depth of 4” and one box.	2		
6	Bed Side Table for Twin Room	Constructed in ‘B’ grade Teak wood and ply with overall size - 18”x12”x18” finished in lacquer polish. with one drawer depth of 4” and one box.	6		
7	Tea Table with 2 chairs	Table: Constructed in ‘B’ grade Teak wood with overall size -24” diameter x18” height finished in lacquer polish.Constructed with two 2”X2”X17” posts with bottom support and top made in teak wood. Chair: Chair to be constructed in grade B teak wood with padded seat and back rest with upholstery.	3		
8	Study Table	Constructed in ‘B’ grade Teak wood and ply with overall size, 36”x24”x30”, with one drawer of 4” depth leg should be in the size	3		

		of 3"x3"x30', finishing with lacquer polish.			
9	Study Chair	Cahir to be constructed in grade B teak wood with padded seat and back rest and PU arm with upholstery.	3		
10	Luggage Rack	Constructed in 'A' grade board with overall size, 24"x24"x18", with one under shelf made with four wooden bars in the front at 4" above the floor to hold the shoes ,finishing with lacquer polish	3		
11	Cup board / ward robe with sliding door	Constructed in 3"x2" Teak wood frame with sliding door and shelves made in 19mm water proof ply board with teak finish suitably finished with molding of teakwood and polished in lacquer finish. O/s-84"x48"x24" , two shelves from the bottom all over with a hanger rod at the top for cloth hanging purpose,	4		
12	Wall Mounted Dressing Table	Constructed in Teak wood frame with lacquer polish finish, O/s-48"x24" with mirror size of 42"x18" mounted on water proof plywood, fixed at 18"height from the floor. One drawer of the size 22"x9" to be fitted at the base of the mirror in the size of 24"x24". After the height of 24" good quality mirror with wooden frame in the size of 48"x24".	3		
13	Mini Bar Cabinet Holder	Standard	3		
14	Front Office Counter / Reception Counter	8 ' L x 30" W x 4' H with drawer- 3 Nos. Cabinets Top & Sides-03 laminated Reception, Cash & Information sign boards. Registration card Holder - recessed with 28 slots with facility for recessed monitors	1		
15	Sofa Set (3+2) with Table	1 Three seater and one double seater upholstered sofa with the frame made in grade A wood	4		

16	Center Table	Glass top table in the size of 3'x2'x18" with wooden framework	3		
17	Key Rack	Standard size to store key/ card at front desk 40 Slots.	1		
18	Currency Display Board	Standard	1		
19	Event Display Board	Standard	2		
20	Wall Mounted Rack	3' L x 2' W x 1' D- Teak Wood	6		
21	Bulletin Board	3' L x 2.5' W with Baize cover)	1		
22	Bell Desk	H Semicircular, with drawers-01, Cabinets-03, Teak wood (hotel type)- 4' L*1.5' W *3.5-4' H	1		
23	Restaurant Table	Top size 42"x42", TABLE OF ABOVE MENTIONED SIZE WITH TABLE TOP MADE FROM 19 MM COMMERCIAL TYPE "DURO" BOARD SUPPORTED WITH TOP FRAME 50 MM TEAK WOOD WITH CENTRE GROOVE 8 MMX3 MM, LEGS OF TEAK WOOD SIZE "3X3" WITH INTER CONNECTING UPPORT/JOINERY SIZE 3"X1 1/2" AT TOP & 6" ABOVE FLOOR LEVEL WITH MATT FINISHED MELAMINE POLISH	12		
24	Restaurant Chair	DINNING CHAIRS SIZE 18"X18"X36" WITH TEAK WOOD SECTIONS OF SIZE 2"X2" CURVED TO ERGONOMICAL SHAPE WITH 12 MM W/P MULTI LAYERED MOULDED PLYWOOD FOR SEAT VIS-A-VIS BACK CUSHIOED WITH MINIMUM 50 MM POLYURETHENE FOAM OF DENSITY 50 OR ABOVE & UPHOLSTERED WITH COTTON	48		

		FABRIC WITH VALUE RS. 360/MTR. OR ABOVE			
25	Side Board	Constructed in grade B teakwood frame with Top to be made in teak wood frame with laminated particle board in wood finish with minimum thickness of 25mm. Side panels and shelves to be made in laminated particle board of 19mm thickness as per the design shown in the picture. Overall size 30"X12"X36"	6		
26	Hostess Desk	H Semicircular, with drawers-01, Cabinets-03, Teak wood (hotel type)- 4' L*1.5' W *3.5-4' H	1		
27	Buffet Table	standard 6'x2.5'x2.5' wooden of teack wood.	6		
28	Bar Counter with Underselves	8' L*2.5'-1.5' W * 4' H ISI Board & Sunmica with cupboard	1		
29	Bar Back with display	Back bar display (8L*6H*12D) with mirror, SS rod & ISI board Sunmica	1		

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**Signature of the Contractor**