

# JIWAJI UNIVERSITY, GWALIOR

S.No./FJU/Engg./2011/ 440

Date : 26/2/11

## SHORT TENDER INVITING NOTICE

Sealed tenders on form 'A' are invited by the Registrar, Jiwaji University, Gwalior from the contractors registered in appropriate category in MPPWD/CPWD and other department for the following work :-

S.N.	Name of Work	Approximate Cost	Cost of Tender form	EMD	Completion Time
1	Providing Paver Block of Approach Road of quarter R-1 at University Campus.	24,350/-	200/-	750/-	10 Days

Last date issue of tender form term & condition 10/03/2011.. Up to 3:00 pm. Sealed tender should be submitted up to date 15/03/2011 At 3:00 pm by speed post at the office of undersigned EMD will be accepted in the form of demand draft in favour of Registrar, Jiwaji University, Gwalior, Detail of item term and condition can be seen in the office of university Engineer, Jiwaji University, Gwalior.

31  
Registrar

(1) Notice board. J.U. Gwalior

## JIWAJI UNIVERSITY, GWALIOR

### Schedule Quantity

Name of Work : Providing Paver Block of Approach Road of quarter R-1 at university Campus.

S.No.	Item	Qty.
1	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction and of approved size and shape laid in required colour and pattern over over and including 40mm thick compacted bed of course sand filling the joints with sand etc. all complete as per the direction of Engineer in charge.	59.5 Sqm

3m  
26/12

## **FORM A**

### **JIWAJI UNIVERSITY GWALIOR**

#### **PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

##### **General Rules and Direction for the Guidance of Contractor**

1. Tenders must be invited for all works proposed to be given on contract unless the amount of work proposed to be given on contract is Rs, 150000 or less. The N.I.T. shall be posted in public place signed by the University Engineer.

N.I.T. this form will state the work to be carried out as well the date for submitting and opening tenders and the time allowed for carrying out the work , also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, and ground rents will be granted. Copies of the specifications, designs and drawings and schedule of items and rates of the various description of work, and any other documents required in connection with the work signed for the purpose of identification by the University Engineer.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof. In the event of the absence of any partner, it must be signed on its behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Any person who submits a tender, shall fill up above or below the C.S.R. specified in rule I, he is willing to undertake the work. Only one rate of percentage above or below the C.S.R. on all the scheduled items shall be named. Tenders which propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work , or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors, who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer. Written outside the envelope.

4. The U.E. or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given

to all tenderers except those whose tenders are rejected, and whose earnest money is refunded on the day the tenders are opened.

5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Jiwaji University and the contractor shall be responsible for seeing that he procures a receipt signed by U.E. or any other person duly authorized by him.

7. The memorandum of work tendered for, and the schedule of materials to be supplied by the University Engineer and their issue rates be filled in and completed in the office of the University before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and deliver of tender.

## Tender for works

I/We hereby tender for the execution, for the Jiwaji University Gwalior of the work specified in the under written memorandum within the time specified in such memorandum at (in figures) \_\_\_\_\_ (in words) \_\_\_\_\_ per cent below/above the rates entered in the schedule mentioned in rule 1 and in accordance in all respects with the specification designs, drawings and instructions in writing referred to in rule I thereof and in clause 12 of the annexed conditions and with such materials as are provided for, by, and in all other respects in accordance with such conditions as for as applicable.

### Memorandum

1. (a) **Name of work : Providing Paver Block of Approach road of IV Class IV Quarters** University campus, Jiwaji University, Gwalior.

(b) Cost of work put to tender **Rs.24,350/-**

© Earnest money **Rs. 750.00**

(d) Security deposit \_\_\_\_\_05%  
(including earnest money and PS)

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

(f) Time allowed for the work from the dated written order to commence 3(*Three*) months including rainy season.

7. Should this tender be accepted, I/We hereby agree to abide by and fulfill and all terms and provisions of the said condition of the contract annexed hereto as for as applicable, or in default, thereof to forfeit and pay to the Jiwaji University or his successors in office the sums of money mentioned in the said condition. A separate sealed cover duly superscripted containing the sum of **Rs 1.5 Lakhs** as earnest money the full value of which is to be absolutely forfeited to the University or his successor in office without prejudice to any other right or remedies of the said University or his successors in office, should I/We fail to commence the work specified in the above memorandum or should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause I of the said condition of the contract otherwise the said sum of . **Rs. 1.5 Lakhs** shall be retained by University on account of such security deposit as aforesaid or be full value of which shall be retained by University on account of the security deposit specified in clause I of the said conditions of the contract.

Signature of witness to  
Contractor's signature

Signature of the  
Contractor before

Submission of Tender

(Name and address of Contractor \_\_\_\_\_)  
Dated the \_\_\_\_\_ day of \_\_\_\_\_ Dated the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_

Name of witness \_\_\_\_\_

Address of witness \_\_\_\_\_

Occupation of the witness \_\_\_\_\_

The above tender is hereby accepted by me on behalf of the Jiwaji University Gwalior  
Dated the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_.

\_\_\_\_\_  
Signature of the Officer by  
Whom accepted.

### **Conditions of Contract**

#### **Definition :**

1. The “contract” means the documents, forming the Notice inviting Tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Jiwaji University and the contractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meaning, hereby respectively assigned to them:-
  - (a) The expressing “work” or work shall, unless thereby mean something either in the subject on context repugnant to such construction, 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.
  - (b) The “Site” shall mean the land/or other places on, into or through work is to be executed under the contract or any adjacent land, path or street through work is to be executed under the contract or any adjacent land, path or street through which may be allotted or used for the purpose of carrying out the contract.
  - (e) “Government” shall mean the Jiwaji University Gwalior.
  - (f) The term Vice Chancellor means the Vice Chancellor of Jiwaji University Gwalior.

**Note:- “words” imparting the singular number include plural number and vice-versa.**

## SECURITY DEPOSIT

Clause 1. – The person whose tender may be accepted (hereinafter called the contractors, which expression shall unless excluded by or repugnant to the context, include his heirs, executors, administrators, representatives and assigns) shall permit University at the time of making any payments is to him for the value of work done under the contract to deduct the security deposit as under:-

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

## Compensation for Delay

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

**For works, for which the completion period is beyond six months:-** the period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8<sup>th</sup> of the whole work before 1/4<sup>th</sup> of the whole time allowed under the contract has elapsed, 3/8<sup>th</sup> of the work before 1/2 of such time has elapsed and 3/4<sup>th</sup> of the work before 3/4<sup>th</sup> of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the University Engineer shall levy on the contractor, as compensation and amount equal to.

- (1) 1/2 percent of the value of work per week in respect of work costing up to Rs. 20,00,000
- (2) 3/8 percent of the value of work per week in respect of work costing above Rs.2,00,000 and up to Rs. 5,00,000.
- (3) 1/4 percent of the value of work per week in respect of work costing above Rs. 5,00, 000 and up to Rs.10,00,000.
- (4) 1/8 percent of the value of work per week in respect of work costing above Rs. 10,00, 000 and up to Rs.25,00,000.

- (5) 1/16 percent of the value of work per week in respect of work costing above Rs. 25,00,000 and above.

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

The decision of the Registrar shall be final.

The delay in University assistance ingrained in the contract will be taken duly into account while recovering and compensation for the delay in the scales prescribed above. Where the Engineer-in-charge decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time within the period of contract including extension granted, if any.

Action when the Work is Left Incomplete, Abandoned or Delayed beyond the Permitted Limit allowed by the University Engineer.

*Clause 3 – In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) or committed a breach of any of the rules contained in clauses –24 or in the case of abandonment of the work, except due to permanent disability or death of the contractor, or any other cause, the University Engineer on behalf of the University Engineer shall give a notice before 15 days for work costing up to Rs. 10,00 lacs and before 30 days for works costing above Rs. 10.00 lacs, and in the even of the contractor failing to comply with the directions contained in the said notice, shall have power to adopt any of the following courses, as he may deem best in the interests of the University.*

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the U.E. shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of University.

(b) To employ lab our paid by the University and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the lab our and the price of the materials (of the amount of which cost and price 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 his contract or the cost of the lab our and the price of the materials as certified

by the U.E. whichever is less. The certificate of the U.E. as to the value of the work done shall be final and conclusive against the contractor.

© To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess certificate in writing of the U.E. shall be final and conclusive) shall be borne and paid by the original contractor 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 thereof.

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 materials or entered into any agreements or made any advances on account of , or with a view to the execution of the work of the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover to be paid any sum for any work there to for actually performed under the contract unless and until 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.

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

Power to Take Possession of or Require Removal of Materials, Tools and Plants or Sale of Contractor's Plants etc.

**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 be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by, the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation shall remain unaffected, In the event of the U.E. putting in force either of the power (a) (b) and (c) vested in him under the proceeding clause he may, if he so desire's take possession of all or any tools, plant, materials, and stores, in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable, at current market rates, to be certified by U.E. whose certificate thereof shall be final, otherwise the U.E. may be notice in writing to the

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

### **Extension of Time**

**Clause 5.-** If the contractor shall desire an extension of time for completion of the work or 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 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the U.E. with whom he has signed the agreement shall if in his opinion, (which shall be final) reasonable grounds are shown therefore, may authorize such extension for a period not exceeding 3 months. Any further extension shall be subject to previous sanction of the Registrar (grounds to be shown therefore) provided always where the U.E. has recommended the grant of the extension/permitted the contractor to carry out the work reserving the right of the University to impose the liquidated damages (as provided for under the agreement) the running bills shall continue to be paid to him.

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

### **Final Certificate**

**Clause 6.-** On completion of the work, the contractor shall be furnished with a certificate by the U.E. (hereinafter called the Engineer-in-Charge) of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls floors or other parts of any building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed 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 expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

### **Payments on Intermediate Certificate to be Regarded as Advances**

**Clause 7.-** No payments shall ordinarily be made for work estimated to cost less than Rs.1,000 (R. One Thousand) till after the whole of the works shall have been completed and certificate of completion given; but if intermediate payment during the course of execution of works is considered desirable in the interest of works the contractor may be paid at the discretion of the Engineer-in-Charge. But in the case of works estimated to cost more than rupees one thousand the

contractor shall on submitting the bill thereof or, be entitled 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 final payment for works actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or erected or be considered as an admission of the due performance of the contract, or any such part thereof, in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

#### **Bills to be submitted Monthly**

**Clause 8.-** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge may depute a subordinate to measure up the said work in presence of the contractor whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

#### **Bill to be Submitted on Printed Forms**

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

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

### **Receipts to be Signed by Partners or Persons having Authority to do so**

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

### **Stores Supplied by the University**

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

(b) All such material that are rendered surplus shall be returned by the contractor at the place of issue at his own expenses. Only such materials as are in good condition shall be taken back as decided by the Engineer-in-Charge.

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

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

(e) For the materials intended to be supplied by the University as mentioned in the schedule in Tender form, could not be given for any reason required as per immediate progress of work, the contractor shall be granted extension of time under Clause-5 of the Agreement. If however, such supplies are not made within 50% extra time beyond the completion period as per contract, it shall be open to the contractor either to determine the contract or request for extension of time.

## **Advances to contractors**

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

Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought to sites, U.E. may in such cases, sanction advances up to an amount not exceeding 75% of the value but 90% in the case of steel (as assessed by the U.E.) provided that the rate allowed in no case in more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody.

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

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

## **Escalation**

Reimbursement/Refund on Variation in Prices of Materials/P.O.L and Lab our Wages

### **Operative Date of Operative Period :-**

~~**Clause 11 C.-** The operative date hereinafter referred to means the date of receipt of tenders, if not otherwise mentioned in the contract. The operative period hereafter referred to, means the time of completion of the works mentioned in clause -5 of the contract. For the purpose of calculating adjustment in the tender price by way of payment (s)/ refunds arising out of variations the cost of materials, P.O.L and lab our wages, the operative period shall end on the last date of the completion period as per clause -5 of the contract or with the last date of the veiled time extension granted by the Registrar only to cover the increase in the original scope of the work resulting in increase in the quantum of work over and above the approved design as per terms of the contract and time extension granted, in case work id delayed by the University. This period of extension shall be considered in continuation of the original operative period as mentioned, above.~~

Provided that no claim for escalation on account of any reason whatsoever shall be entertained where the last date of total operative period is less than twelve months.

In all cases, the decision of the Registrar of Jiwaji University with regard to the operative period shall be final and binding on the original operative period as mentioned above.

In after the operative date and during the total operative period there by any variation in the whole sale price index for all commodities by groups and subgroups (Source being the publication of the Economic Adviser to the Government of India published in the Reserve Bank of India Bulletin and valied for the operative date, the price adjustment on materials (excluding cement, steel and bitumen which are supplied by the Department) shall be calculated in the following manner subject, however, to the provisions of clause.

$$V1 = 0.75 \times P_o \times K1 \frac{(M2 - M1)}{M1}$$

Where

V1= the amount of the price adjustment in Rs.

Po= value of work in Rs. executed during the period under consider.

K1= A factor representing all materials to be arranged and supplied for all works connected with the completion for the work under the contract including all allied/ancillary/temporary works and overheads etc. but excluding materials like cement, steel and bitumen.

M1= whole sale price index for all commodities on the operative dates.

M2= whole sale price index for all commodities during the period under considerations.

#### High Speed Diesel

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

$$V2 = 0.75 \times P_o \times K2 \frac{(D2 - D1)}{D1}$$

Where

V2= the amount of the price adjustment in Rs.

Po= the value of work in Rs. executed during the period under consideration.

K2= a factor representing the component of transportation cost of the entire completion of the work.

D2= price per litre of H.S.D. during the period under consideration.

D1= price per litre of H.S.D. on the operative date.

## Lab our

In after the operative date and during the total/operative period \, thereby any variation in the Consumer Price Index for Industrial Workers at the town nearest to the site, of the work, the source for such indices being publications of Lab our Bulletin Bureau, Government of India published in the Reserve Bank of India Bulletin, the price adjustment on component representing lab our cost including all types of benefits and amentias etc. shall calculated in the following manner:-

$$V3 = 0.75 \times P_o K3 (L2 - L1)$$

-----  
L1

Where,

P<sub>o</sub> = the value of the work in Rs. executed during the period under consideration.

V<sub>3</sub> = the amount of price adjustment in Rs.

K<sub>3</sub> = a factor representing all lab our cost including benefits, amenities etc. to be incurred by the contractor for their work including all allied/ancillary/temporary works and overhead etc.

L<sub>2</sub> = consumer price index for Industrial workers during the period under consideration.

L<sub>1</sub> = consumer price index for industrial workers on the operative date.

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

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

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

**Note-** Value of factors K1 K2 & K3 in clauses mentioned above are specified separately :-

	K1 (Materials)	K2 (P.O.L.)	K3 (Lab our)
Building Works.	0.25	0.075	0.35
Road Works (W.B.M.)	----	0.40	0.60
Bridge Works	0.2	0.05	0.30
Road Works (Bituminous)	0.15	0.05	0.15

### **Work to be Executed in Accordance with Specification, Drawing, order etc.**

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

Maharashtra P.W.D. Specifications shall apply along with the various I.S.I code in the case of any variance the following order of precedence shall prevail:-

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

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

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

### **Additions Alterations in Specifications and Designs**

**Clause 13.--** *The Engineer-in Charge shall have power to make any alterations in omissions, from additions to, or substitutions for the original specifications, drawings, designs and 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 instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations omissions additions or Substitutions shall not invalidate the contract and any altered, additional or substituted work which the*

*contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. Provided the total value of such increased or altered or substituted work does not exceed 25% of the amount put to tender, inclusive of contractor's percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contractor apply for extension.*

### **Extension of Time in Consequence of Alterations**

Time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bear to the original contractor's work, and certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

### **Rates for works Not in Schedule of Rates of the Circle**

And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such classes of work shall be carried out at the rates entered in the applicable schedule of rates which was in force on the date of tender provided that when the tender for the original work as a percentage below/above the schedule of rate, the altered, additional or substituted work required as aforesaid shall be chargeable at the said schedule of rate minus/plus the same percentage deduction, addition and if such class of work is not entered in and arrange to carry it out in such manner as may be considered advisable provided always and if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out on expenditure incurred by him prior to the date 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 Registrar of the University shall be final.

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

If the contractor commences non-schedule work or incur expenditure in regard there to before the rates shall have been determined by the competent authority, then he shall be entitled

for payment for the work done as may be finally decided by the competent authority. In the event of did pate, the decision of the Registrar shall be final

**No claim to any Payment or compensation for  
Alteration in or Restriction of Works**

**Clause 14.** -- If at any time after the execution of the contract documents, the Engineer-in-Charge shall, for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole of part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially, as the case may be.

In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of lab our 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 curtailments of the work as originally contemplated. Where, whoever, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any, that he may be put to, in respect of materials agreed to be purchased by him. The amount of such compensations 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 lab our charges during the period during which the stoppage any loss on account of his having to pay lab our 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 lab our charges as the Engineer-in-Charge, whose decision shall be final, may consider reasonable. Provided that the contractor shall not be entitled to any compensation on account of lab our charges, if, in the opinion of the Engineer-in-Charge, the lab our could have been employed by the contractor else where for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

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

### **Time Limit for Unforeseen Claims**

**Clause 15.-** Under no circumstances whatever shall the contractor be entitled to any compensation from University on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of the cause of such claim occurring.

### **Action and 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 interior 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 then notwithstanding the fact that the work, materials this fact in writing to the contractor and then 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 remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of this 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. On the amount of contract put to tender every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Engineer-in-charge may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-Charge consider that any such inferior work or material as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates, as he may fix therefore.

### **Work to be Open for Inspection-contractor or Responsible Agent to be present**

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

### **Notice to be given Before Work is Covered up**

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

**Contractor Liable for Done and for Imperfections for Twelve Month  
After Certificate**

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

The contractor hereby also covenants that it shall be his responsibility to see that the buildings constructed under this contract do/does not leak during the period of tow consecutive rainy seasons after its (their ) completion and if any defects are pointed out to him by the Engineer-in-Charge during the said period, the same shall be removed by him at his own expenses or in default the Engineer-in-charge may get tem remove and deduct the expenses there of from any sum that may be then due to or may become due to the contractor or from the security deposits of the contractor, an amount equal or may become due to the contractor or from the security deposits of the contractor, an amount equal to 20% cost of the roof shall 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 and if any amount still remains due to this account after making deductions as aforesaid the same may be recovered from him as an arrears of land revenue / cash security. The security deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realized. 25% of the amount shall be refunded on maintenance period being over, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed.

Contractor to Supply Plant, Ladders Scaffolding etc.

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

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

#### **Compensation under Section 12 Sub-section (1) of The Workman's compensation Act, 1923**

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

#### **Lab our**

**Clause 22.-** The contractor should get himself registered under-contract-layout regulations and abolition Act, 1970 including its amendments after getting a certificate from the principal employer, who will be the Engineer-in-Charge.

**Clause 23.** – Lab our below the age of 12 years – No lab our below the age of 12 years shall be employed on the work.

### **Fair Wage**

**Clause 24-**The contractor shall pay not less than fair age to lab ours engaged by him on the work.

### ***Explanation :-***

- (a) “Fair wage”, means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Commissioner 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 laborers indirectly engaged on the work including any lab our engaged by his subcontractors in connection with the said works, as if the laborers had been immediately employed by him.
- (c) In respect of lab our 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 Lab our Act in force.
- (d) The University Engineer shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss
- (e) suffered by a worker or workers by reason of non-fulfillment of the conditions to the contract for the benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (f) 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.
- (g) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall be deemed to be a breach, of this contract.

### **Work not to be Sublet**

**Clause 25.-** The contract may be rescinded and security deposit for feited, for subletting, bribing or if contractor becomes insolvent –

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 a tempt, so to do, or become insolvent commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any babe, gratuity, gift, loan, perquisite, reward of advantage pecuniary or otherwise, shall either directly or in directly 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 Government 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 there upon by notice in writing

rescind the contract, and the S.D. of the contractor shall ensure as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

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

Sum Payable By Way of Compensation to be Considered as Reasonable Compensation Without Reference to Actual Loss.

**Clause 26.-** all sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the use of University 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.

*Work to be under the Direction of University Engineer/Registrar*

**Clause 28.-** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the University Engineer of the University Registrar for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

### **Arbitration Clause**

**Clause 29.-** Except as otherwise provided in this contract all question and dispute relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, 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 shall be referred to the Registrar in writing for his decision, within a period of 30 days of such occurrence thereupon the Registrar shall give his written instructions and / or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions of decisions, the parties shall promptly proceed without delay to comply such instructions or decisions. If the Registrar fails to give his instructions or decisions in writing within a period of 60 days or mutually agreed time after being requested if the parties are aggrieved against the decision of the Registrar the parties may within 30 days prefer an appeal to the Vice Chancellor who shall afford an opportunity to the parties of

being heard and to offer evidence in support of his appeal. The V/c will give his decision within 90 days. If any party is not satisfied with the decision of the V.C. he can refer such disputes for arbitration by an Arbitration Board to be constituted by the University which shall consist of three members of whom one shall be chosen from among the officers belonging to the University not below the rank of S.E., on Retire Chief Engineer of any Technical Development and one serving officer not below the rank of S.E. belonging to another Technical Department.

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

- (a) No person other than the aforesaid Arbitration Board constituted by the University (to handle cases of all Technical Departments ) shall act as arbitrator and if for any reason that is out possible, the matter shall not be referred to arbitration at all.
- (b) The University may at any time effect any change in the personnel of the Board, and the new member or members appointed to the Arbitration Board shall be entitled to proceed with the reference from the stage at which it was left by his or their predecessors.
- (c) The party invoking arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together with the amount or amounts claimed in respect of each such dispute (s).
- (d) Where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable, unless the contractor furnishes a security deposit of a sum determined according to the table given below, and the sum so deposited shall on the determination of Arbitration proceedings be adjusted against the cost, if any awarded by the Board against the party and the balance remaining after such adjustment or in the absence of the such cost begin awarded, the whole of the sum shall be refunded to him within one month from the date of the award.

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

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

- (f) The Arbitration Board may from time to time, with the consent of the parties extend the time for making the award.
- (g) A reference to the Arbitration Board shall be no ground for not continuing the work on the part of the contractor and payment as per terms and conditions of the agreement shall be continued by the University.
- (h) Except where otherwise provided in the contract, the provisions of the Arbitration Act, 1940 and the rules made there under for the time being in force, shall apply to the arbitration proceedings under this clause.

### **Lump Sums in Estimate**

**Clause 30-** When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as per payable under this contract for such items or is the part of the work in question is not, in the opinion of the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimates, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

### **Action where no Specification**

**Clause 31-** In the case of any class of work for which there is no such specification as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by U.E. for application to works 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 respects in accordance with the instructions and requirements of the Engineer-in-Charge.

### **Contractor's Percentage Whether Applied to Net or Gross amount of Bills**

**Clause 32-** The Percentage referred to at para 7 of the tender will be deducted from/ added to the gross amount of the bills for work done, after deducting the cost of materials supplied by the Department.

### **Claim for Quantities Entered in the Tender or Estimate**

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

### **Claims for Compensation for Delay in Starting the Work**

**Clause 34-** Non 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 Lab our**

**Clause 35** – If government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work, the contractor, shall employ upon such parts of the work, as are suitable for unskilled lab our, 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 to such person 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 and biding on the contractor.

**Clause 36** – Deleted as per C.S.R.

### **Technical examination**

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

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

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

### **Death of Permanent Invalidity of Contractor**

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

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

### **Penalty for Breach of Contract**

Clause 39- On the breach of any term or condition of this contract by the contractor the said 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 University to recover further sums as damages from any sums due or which may become due to the contractor by University or otherwise howsoever.

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

### **Notice to the Contractor to Start Work**

Your contract for the \_\_\_\_\_ has been accepted by the Jiwaji University Gwalior, on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_ and you are hereby ordered to commence the work.

University Engineer

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

Signature of Contractor

University Engineer

### **Completion Certificate**

In pursuance of clause 6 of the agreement in form A, dated the \_\_\_\_\_ between the contractor Shri \_\_\_\_\_ and the Jiwaji University Gwalior, it is hereby certified that said contractor has duly completed the execution of the work undertaken by him there under, on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_.

**(Signature of Engineer-in-Charge)**

