

**JIWAJI UNIVERSITY, GWALIOR**

- |    |   |  |
|----|---|--|
| 1. | Name of tender / suppliers  | M/S,.....<br>.....   |
| 2. | Name of Work  | <b>Drilling of 175mm Four No. Tube<br/>well Boring at Jiwaji University<br/>Campus, Gwalior. ,</b> |
| 3. | Approximate cost  | Rs. 6,00,000/-   |
| 4. | Cost of tender form (in form of D.D.)<br><br>(enclosed with tender form)                | Rs. 1,000/-  |
| 5. | Earnest money in form of D.D. in favour of<br><br>Registrar, Jiwaji University, Gwalior | Rs. 18,000/-   |
| 6. | Time of Completion  | 15 days  |
| 7. | Rate quoted   | Item rate  |
| 8. | Date of received of Tender by Speed/Registered Post up to 29-05-2010 at 5:00 PM         |  |
| 9. | Submit previously executed similar type boring work completion certificate.             |  |

**Registrar**

**JIWAJI UNIVERSITY, GWALIOR***S.No./FJU/Engg./2010/219**Dated:17/05/2010***TENDER NOTICE**

Sealed tender are hereby invited from experienced contractors registered in appropriate category in PWD/PHE/CPWD and other Govt. deptt. for drilling of Four Tube Well at university, campus up to 29-05-2010 by Regd/speed post details of tender notice/term and condition can be down loaded from university website [www.jiwaji.edu](http://www.jiwaji.edu). or can be seen from the office of under signed.

**Registrar**

# **JIWAJI UNIVERSITY, GWALIOR**

**( ENVELOP – I PRIZE BID )**

**NAME OF WORK : DRILLING OF 175MM FOUR NO. TUBE WELL BORING AT  
JIWAJI UNIVERSITY CAMPUS, GWALIOR. ,**

**ISSUED TO CONTRACTOR**

.....

**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**

1. 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 under written 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 :** **Drilling of 175mm Four No. Tube well Boring at Jiwaji University Campus, Gwalior. ,**

(b) Estimated cost **Rs.6,00,000/-**

(c) Earnest Money **Rs18,000/-**

\*\***(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 15 Days 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 of description of work attached</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.

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- \* 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 don under the contractor 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. Than 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 form 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 (C)

\*\*\* 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 on 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.

(a) 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.

(c) 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 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.

**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 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 aforesaid except for any sum actually realised 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 for 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 the 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 detrained 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 remove, and reconstruct the works 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 accept 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, not with standing and 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 realised. 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 pursuance 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.
- (c) 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 conditions, shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works or by virtue of the contract 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 deducted 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 realise 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.

<b>Particulars</b> <b>(1)</b>	<b>Rates at which the material will be charged to the contractor</b> <b>(2)</b>	<b>Place of delivery</b> <b>(3)</b>
<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

## जीवाजी विश्वविद्यालय, ग्वालियर

कार्य का नाम : वि वविद्यालय परिसर में 175 मि०मि० व्यास बोरिंग कार्य।

क्र.	कार्य का विवरण	मात्रा	दर	लागत
1.	भू जल सर्वेक्षण	एक कार्य		
2.	175 मि.मि. व्यास, मीडियम क्वालिटी एम०एस० आई. एस.आई. मेक केसिंग पाइप प्रदाय करना जिसका वजन 100 किलो प्रति 20 फुट पाइप से कम नहीं होना चाहिये।	60 मीटर		
3.	175 मि.मि. व्यास, मीडियम क्वालिटी एम०एस० आई. एस.आई. मेक स्लोटींग केसिंग पाइप प्रदाय करना जिसका वजन 100 किलो प्रति 20 फुट पाइप से कम नहीं होना चाहिये।	24 मीटर		
4..	डी.टी.एच. मशीन के द्वारा 175 मि.मि. व्यास की केसिंग पाइप स्थापित करने के लिये कोलेप्सीबल स्ट्रेटा एवं केसिंग पाइप स्थापित करने के उपरांत हार्ड स्ट्रेटा में नलकूप खनन करना मय वेल्डिंग कार्य।	120 मीटर		
5..	नलकूप खनन उपरांत ऐयर कम्प्रेसर से नलकूप का 175 मि.मि. व्यास डवलपमेंट करना।	एक कार्य		
6.	नलकूप पर 175 एम.एम. व्यास का एम.एस. का निर्मित वैल केप लगाना।	एक नग		
7.	50 मी.मी. व्यास की मीडियम क्लास टी०टी० /टाटा/सूर्या आई.एस.आई पाइप लाइन को जमीन में ट्रेन्च खोदकर एवं पानी टंकी में पहुचाना फलैन्ज कलैम्प आदि लगाकर डालना मय पाइप सॉकेट आदि एवं टैस्टिंग करना।	110 मीटर		
8	1.20 मीटर * 0.90 मीटर एवं 20 एम.एम. थिक साइज का वाटर प्रूफ बोर्ड से निर्मित पैनल बोर्ड प्रदाय करना, बेनटेक्स/हेल्वस/क्रॉम्पटन ग्रीव्स मेक का एक मैन स्वीच, क्षमता 63 एम्पियर तीन नग कटआउट, क्षमता 63 एम्पियर एम सेट केपेसिटर क्षमता 4 के.व्ही.आर. एक नग सिंगल फेस प्रिवेन्टर, एक नग एम्पियर मीटर			

	एक नग वोल्ट मीटर, एक नग एम.सी.वी. क्षमता 32 एम्पियर हैवल मेक प्रदाय करना तथा समस्त विद्युत सामग्री पैनल बोर्ड पर स्थापित करना एवं 7/20 साइज के कॉपर के बायर का उपयोग करके सम्पूर्ण वायरिंग करना (लेवर, मटेरियल)			
9.	सुपीरियर क्वालिटी की 20 एस.डब्लू. जी. थिक एम.एस. की चादर का बना हुआ बॉक्स विथ लॉकिंग अरेजमेंटस साइज 1.2 * 0.90 * 0.60 मीटर प्रदाय करना 50 * 50 * 50 मि.मी. ऊँचा स्टेण्ड को 1: 2: 4 सीमेंट कांक््रीट में साइट पर 0.45 मीटर गहराई तक ग्राउट करना। तदुपरान्त क्रमांक 8 पर अंकित पैनल बोर्ड को पैनल बॉक्स में फिट करना टेस्टिंग करना इत्यादि (लेवर, मटेरियल)	एक कार्य		
10.	600 * 600 * 06 मि.मी. साइज की एल्युमिनियम स्ट्रिप के साथ अर्थिंग प्लेट 20 किलो खाने वाला नमक, 20 किलो लकड़ी कोयला प्रदाय करना तथा साइड की कंडीशन के अनुसार अर्थिंग कार्य हेतु जमीन में अर्थिंग प्लेट स्थापित करना। मय खुदाई 5.00 मीटर तक (लेवर, मटेरियल)	एक कार्य		
11.	साइट कन्डीशन के अनुसार नवीन नलकूप से डिलेवरी पाइप को पूर्व से बिछी हुई पाइप लाइन को जोड़ने के लिये वांछित सॉकेट यूनियन एलवो फ्लैज आदि प्रदाय करना एवं कनेक्शन करना टेस्टिंग कार्य 80 मि.मी. व्यास पाइप लाइन (लेवर, एवं मटेरियल सहित)	एक कार्य		

विश्वविद्यालय यंत्री

ठेकेदार का नाम एवं पता/फोन न0

हस्ताक्षर

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