

**NANAJI DESHMUKH VETERINARY SCIENCE UNIVERSITY  
JABALPUR (M.P.)**

**WORK SECTION**

**TENDER DOCUMENTS**

**FORM – B**

**ITEM RATE TENDER AND CONTRACT FOR WORKS**

- Sold to Shri / M/s - .....
- For Rs. - 2000/-
- For Rs. ( in word ) - Two Thousand only
- Vide M.R./D.D. No. - .....Date .....
- For the Work - नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, अधारताल जबलपुर परिसर पर भूमि के लेवलिंग, मिट्टी की लोडिंग अनलोडिंग आदि कार्यो हेतु वाहन किराये पर उपलब्ध कराने का कार्य ।

Executive Engineer / Estate Officer  
Nanaji Deshmukh Veterinary Science University  
Jabalpur

समाचार पत्र हेतु

**कार्यालय सम्पदा अधिकारी**  
**नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, जबलपुर**  
**अल्पकालिक निविदा सूचना**

सूचना क्रमांक: EO/Tender/ET-04/2024-25/-**336** दिनांक :- 17-01-2025

नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, जबलपुर अंतर्गत विद्युत, हार्डवेयर, आर.सी.सी. पाइप आदि सामग्री सप्लाई एवं लेवर रेट पर कार्य करने आदि कार्यों हेतु मोहरबंद निविदायें पंजीकृत फर्मों/संविदाकारों/पंजीकृत सप्लायर/मेनुफेक्चरिंग कम्पनी से भारतीय डाक विभाग के माध्यम से स्पीड पोस्ट/रजिस्टर्ड पोस्ट के माध्यम से आमंत्रित की जाती है। निविदा प्रपत्र व निविदा की विस्तृत नियम व शर्तें विश्वविद्यालय वेबसाइट [www.ndvsu.org](http://www.ndvsu.org) पर देखी जा सकती है, जिसे डाउनलोड कर दर अंकित करके सम्पूर्ण दस्तावेजों के साथ कार्यालय में प्रस्तुत किया जावे। निविदा प्रकाशन उपरांत निविदा में कोई संशोधन व परिवर्तन किया जाता है तो वह मात्र उपरोक्त उल्लेखित विश्वविद्यालय वेबसाइट पर ही उपलब्ध रहेगा।

निविदा प्रपत्र डाउनलोड कर दर अंकित कर कार्यालय में पहुंचने की अंतिम तिथि व समय  
- दिनांक 30.01.2025 अपराह्न 5.30 बजे तक  
निविदा खोलने की समय एवं दिनांक - अगला कार्यदिवस पूर्वान्ह 11.00 बजे

निविदा क्य करने हेतु निम्न दस्तावेज आवश्यक होंगे :-  
1 Firm Registration, 2. PAN Card, 3. GSTIN Registration No., 4. FDR (Earnest Money) in the name of EE, NDVSU, Jabalpur, 5. Form Cost D.D. in the name of EE, NDVSU, Jabalpur, 6. Affidavit,

कार्यालय का पता - कार्यालय सम्पदा अधिकारी / कार्यपालन यंत्री, नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, इंडियन कॉफी हाउस के सामने, अधारताल, जबलपुर 482004.

नियम एवं शर्तें :- निविदा को स्वीकृत अथवा निरस्त करने का पूर्ण अधिकार विश्वविद्यालय के पास सुरक्षित है।

सम्पदा अधिकारी

विश्वविद्यालय वेबसाइट हेतु

**कार्यालय सम्पदा अधिकारी**  
**नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, जबलपुर**  
**अल्पकालिक निविदा सूचना**

सूचना क्रमांक: EO/Tender/ET-04/2024-25/...**336** दिनांक :- 17-01-2025

नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, जबलपुर अंतर्गत विद्युत, हार्डवेयर, आर.सी.सी. पाइप आदि सामग्री सप्लाई एवं लेवर रेट पर कार्य करने आदि कार्यों हेतु मोहरबंद निविदायें पंजीकृत फर्मों/संविदाकारों/पंजीकृत सप्लायर/मेनुफेक्चरिंग कम्पनी से भारतीय डाक विभाग के माध्यम से स्पीड पोस्ट/रजिस्टर्ड पोस्ट के माध्यम से आमंत्रित की जाती है। निविदा प्रपत्र व निविदा की विस्तृत नियम व शर्तें विश्वविद्यालय वेबसाइट [www.ndvsu.org](http://www.ndvsu.org) पर देखी जा सकती है, जिसे डाउनलोड कर दर अंकित करके सम्पूर्ण दस्तावेजों के साथ कार्यालय में प्रस्तुत किया जावे। निविदा प्रकाशन उपरांत निविदा में कोई संशोधन व परिवर्तन किया जाता है तो वह मात्र उपरोक्त उल्लेखित विश्वविद्यालय वेबसाइट पर ही उपलब्ध रहेगा।

क्र.	कार्य का विवरण	धरोहर राशि रु.	निविदा प्रपत्र का मूल्य रु.	पूर्ण करने का समय
1	नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, अधारताल जबलपुर परिसर RCC Pipe NP-4 (Hume Pipe) की सप्लाई कराने का कार्य।	10,000/-	2000/-	सत्र 2024-25 हेतु
2	नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, अधारताल जबलपुर परिसर पर भूमि के लेवलिंग, मिट्टी की लोडिंग अनलोडिंग आदि कार्यों हेतु वाहन किराये पर उपलब्ध कराने का कार्य।	20,000/-	2000/-	सत्र 2024-25 हेतु
3	नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, अधारताल जबलपुर परिसर पर विद्युत सामग्री की सप्लाई का कार्य।	20,000/-	2000/-	सत्र 2024-25 हेतु
4	नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, अधारताल जबलपुर परिसर पर हार्डवेयर/सेनेटरी सामग्री की सप्लाई का कार्य।	20,000/-	2000/-	सत्र 2024-25 हेतु
5	नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, जबलपुर अंतर्गत विभिन्न संस्थानों में भवन नवीनीकरण आदि कार्य लेवर रेट पर कराने का कार्य, कार्य की आवश्यकतानुसार।	40,000/-	2000/-	सत्र 2024-25-26 हेतु

निविदा प्रपत्र डाउनलोड कर दर अंकित कर कार्यालय में पहुंचने की अंतिम तिथि व समय - दिनांक 30.01.2025 अपराह्न 5.30 बजे तक  
निविदा खोलने की समय एवं दिनांक - अगला कार्यदिवस पूर्वान्ह 11.00 बजे

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कार्यालय का पता - कार्यालय सम्पदा अधिकारी / कार्यपालन यंत्री, नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, इंडियन कॉफी हाउस के सामने, अधारताल, जबलपुर 482004 इंडियन कॉफी हाउस के सामने, अधारताल, जबलपुर 482004.

नियम एवं शर्तें :- निविदा को स्वीकृत अथवा निरस्त करने का पूर्ण अधिकार विश्वविद्यालय के पास सुरक्षित है।

सम्पदा अधिकारी

**DETAILED NOTICE INVITING TENDER  
(IN FORM "B")**

OFFICE OF THE EXECUTIVE ENGINEER / ESTATE OFFICER, NANAJI DESHMUKH VETERINARY SCIENCE  
UNIVERSITY DIVISION JABALPUR

N.I.T. No. **EO/Tender/ET-04/2024-25/336**

Date **17-01-2025**

- 1 N.I.T. form issued to (Name of Contractor) .....
- 2 Tender Invited from ..... to .....
- 3 The Deadline for Receipt of Tender .....  
(Time and Date)
- 4 The Deadline for Receipt of tender  
From Purchase of tender form .....  
(Time and Date)
- 5 Name of work :- नानाजी देशमुख पशुचिकित्सा विज्ञान विश्वविद्यालय, अधारताल जबलपुर  
परिसर पर भूमि के लेवलिंग, मिट्टी की लोडिंग अनलोडिंग आदि कार्यो  
हेतु वाहन किराये पर उपलब्ध कराने का कार्य ।
- 6 Amount of Estimate .....
- 7 Amount of Contract .....
- 8 amount of Earnest Money Rs. 20,000/-.....
- 9 Cost of Tender Form Rs. 2,000/-.....
- 10 Time allowed for Completion .....
- 11 Work to be done on Schedule of Rates issued by .....  
.....in force from.....
- 12 Following materials will be supplied by the Department.
  1. ....
  2. ....
  3. ....
  4. ....
- 13 The Following clauses of this N.I.T. are not applicable for this work  
.....  
.....

Dated ...../...../202

**Executive Engineer / Estate Officer  
Nanaji Deshmukh Veterinary Science University  
Jabalpur**

**NANAJI DESHMUKH VETERINARY SCIENCE UNIVERSITY JABALPUR (M.P.)**  
**DETAILED NOTICE INVITING TENDER**  
**(IN FORM 'B')**

N.I.T. No. **EO/Tender/ET-04/2024-25/336**

Date **17-01-2025**

The deadline for receipt of Tender :- ..... Date ..... Time.....

The deadline for receipt of application forms for purchase of tender documents ..... (date)

**1 INTRODUCTION -.**

Sealed tenders are invited on behalf of the Vice-Chancellor of Nanaji Deshmukh Veterinary Science University Jabalpur (M.P.) for the works detailed below in prescribed form 'B' and will be received through registered post (A.D.) / Speed Post only till the close of office hours in the office of the Executive Engineer, Nanaji Deshmukh Veterinary Science University Division Jabalpur on the dated ..... from categories Appropriate class in MP PWD/CG PWD/CPWD/MES

I. **Name of the work** .....

II. **Probable amount of contract** .....

III. **Amount of earnest money** .....

IV. Time allowed for completion ..... including/excluding rainy season (15th June to 14 October) from the date of written order to commence the work.

1.2 The electrical work shall be executed only by contractors possessing valid electrical license from the chief Electrical Advisor to the Government of Madhya Pradesh. He should also attach a copy of the license.

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

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

1.5 The ..... shall be accepting officer hereinafter referred to as such for the purpose of this contract

1.6 Application for issue of tender form shall be submitted to Executive Engineer as to reach the office not later than office hours of .5.00 PM.

1.7 Tender documents consisting of plans specifications, schedule (s) of quantities of the various classes of work to be done, the conditions of contract and other necessary documents, and other documents will be open for inspection and issued for sale on payment of Rs. .... on or before up to close of office hours.

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

**2. RATES :**

2.1 **The schedule of items :-** The schedule of main items of work to be executed in enclosed as **Annexure – F.**

2.2 Percentage rate tender in form 'A' or 'C'

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

(a) **Building Work :-** The current schedule of rates issued by the Engineer-in-Chief, M.P.P.W.D., Bhopal in force from 01.01.2024 with amendments issued up to date of issue of N.I.T

(b) **Electric Fittings :-** The current schedule of rates issued by the Engineer-in-Chief, M.P.P.W.D., Bhopal in force with effect from dt. 01.01.2024 and its amendments issued up to the date of issue of N.I.T.

(c) **Water supply & Sanitary fittings :-** The current schedule of rates issued by the Engineer-in-Chief, M.P.P.W.D., Bhopal in force from 01.01.2024 with amendments issued up to date of issue of N.I.T

(d) **Road works :-** The current schedule of rates issued by the Engineer-in-Chief, M.P.P.W.D., Bhopal in force from 25.03.2022 with amendments issued up to date of issue of N.I.T

2.2.2 (Form "A" only) The percentage of tender above / below or at par with the relevant schedule rates inclusive of amendments and correction slips issued up to the date of the notice inviting tenders should be expressed on the tender form itself both in words and figures in such a way that interpolation is not possible. Tenders not specifying percentage in word will summarily be rejected. Any amendments to the schedule of rates after the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specially notifying the said amendments to the current schedule of rates, shall not apply to this tender. The percentage tendered by the contractor will apply to those rates which find place in the current schedule of rates mentioned in clause 2.2.1 or have been derived from the said current schedule of rates and not to other items of work.

- 2.2.3 The percentage quoted by the contractor shall not be altered by the contractor during the terms of contract. The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.
- 2.3.1 **Item Rate tenders in form - "B"** In respect of item rate tenders, contractor should quote his rates for the items mentioned in the schedule of item in Annexure-F of this N.I.T. Only rates quoted shall be considered. The rates should be expressed in figures as well as words and the unit should be as given by the Department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted.
- 2.3.2 The rates quoted in the tender for the various items of work will not be altered by the contractor during the terms of contract.
- 2.4 **Lead and lift of water** - No lead and lift for carting of water will be paid.
- 2.5 **Lead and lift of materials** - No lead and lift for carting of materials shall be payable to the contractor except in case of such items for which specific lead and lift are provided in the current schedule of rates mentioned in clause 2.2.1 of the NIT or in the schedule of items in respect of item rate tenders.
- 2.6 **Non Schedule items of works** - During the execution of the work there is likelihood of such items of work which do not find place in the current schedule of rates, referred to above in respect of percentage rate contracts or such items which are given in the schedule of items in respect of item rate contracts, for which contractor has not quoted his rates. Contractor will have to carry out these items of work.

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

### 3 Submission of Tender :-

- 3.1 **Earnest money** - No tender will be received without a deposit of earnest money of Rs. .... which will be returned to the unsuccessful tenderers on the rejection of their tenders or earlier as may be decided by the competent authority and on production of a certificate of ..... that all tender documents have been returned and will be retained from the successful tenderers as part of the security deposit.

The reference details of the Earnest Money Deposit are required to be mentioned and a scanned copy of the Earnest Money Deposit is to be uploaded in the online EMD envelope for verification during opening by the Online Bidders.

#### 3.2 Form of Earnest Money :

- 3.2.1 Where the amount of Earnest money is more than Rs. .... the same shall be accepted only in the shape of Bank drafts or in other shapes mentioned in W.D. Manual para.2.079 in favour of officer inviting tender.

- 3.2.2 The intending tenderers from other states may remit E.M. in the form of bank draft of any schedule bank to the .....

- 3.3 **Earnest Money in separate covers** - The Earnest Money in one of the prescribed forms should be produced/sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer. **(Also See point 3.1)**

- 3.4 **Adjustment of Earnest Money** - Earnest money which has been deposited for a particular work, will not, ordinarily be adjusted towards the earnest money for another work but if the tender of contractor for a work in the same division has been rejected and the earnest money has not been refunded to him due to any reason it may be so adjusted by the executive Engineer.

- 3.5 **Security Deposit** - (a) The Security deposit shall be recovered from the Running Bills. @ ..... percent as per clause-1 of the agreement read with para 3.5 of the N.I.T.

(b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of contract or exceeds the probable amount of the contract.

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

- 3.7 The submission of a tender by a contractor implies that he has read the notice conditions of tender and all other contract documents **and guidelines for e tendering**, and made himself aware of the standard and procedure, in this respect, laid down in the National building code of India 1970 / Indian

standards the scope and specification of the work to be done and the conditions and rates at which stores tools and plants etc. will be issued to him by the. Department has seen the quarries with their approaches, site of work, etc. and satisfied himself regarding the suitability and availability of site of work etc. and satisfied himself regarding the suitability and availability of the materials at the quarries. The responsibility of opening new quarries and construction and maintenance of approaches thereto shall lie wholly with the contractor.

~~3.8 **Income Tax Clearance Certificate** - A tenderer purchasing tender documents for works exceeding Rs. 2.00 lacs shall upload the scanned copy of either an income Tax Clearance Certificate in the form printed as Annexure D or a certificate from the Income Tax authority that the assessment is under consideration in the online EMD Envelope - 'A'.~~

3.9 **List of works in progress** - Tenders must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tender, in the Department and elsewhere showing therein

- (i) the amount of each contract.
- (ii) balance of work remaining to be done and
- (iii) the amount of solvency - certificate produced by him at the time of enrolment in the Department.

3.10 **Relationship** - The contractor shall not be permitted to tender for works in the Division (responsible for award and Execution of contracts) in which his near relative is posted as Divisional Accountant. He shall intimate the names of his near relative working in M.P.P.H.E.D. Secretariat and M.P.P.H.E.D.. Division. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any gazetted officer in the ..... Secretariat. Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the M.P. P.H.E. Department.

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

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

#### 4 **Opening and Acceptance of Tender :**

4.1 **Place and Time of opening** - The tender shall be opened at time and place **stated in keydates** by the Executive Engineer in the presence of the tenderers or their duly authorised agents who may choose to attend. The Executive Engineer under unavoidable circumstances, may depute another officer in his absence to receive and open tenders on his behalf.

4.2 **Powers of Executive Engineer** - The Executive Engineer does not bind himself to accept or recommend for the acceptance to the ..... or other higher authority the lowest or any tender or to give any reasons for his decision.

4.3 **Conditional Tender** - Conditional tenders are liable to be rejected.

4.4 **Canvassing** - Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section - 8 of the M.P. Vinirdishtta Bhrasta Acharan Nivaran Vidheyak, 1982.

~~4.5 **ONLINE SUBMISSION OF TENDER :- Only the bid submitted online and envelopes digitelly signed will be opened.**~~

4.6 **Authority of Executive Engineer**- The authority competent to accept a tender reserve the right of accepting the tender for the whole work or for a distinct part of it, or distributing the work between one or more tenderers.

4.7 **Validity of offer** - Tender shall, remain open upto four months from the date of receipt of tender and in the event of the tenderer withdrawing the offer before the aforesaid date for any reason whatsoever, earnest money deposit with the tender shall be forfeited by the M.P.PHE Department

#### 5 **Specifications :-**

5.1 **Brief Specification** - A Brief note on construction and specification of the work is enclosed in Annexure-E.

5.2 **Material of Construction** - The materials of construction to be used in the work shall be governed by the provision of part-V of the National Building Code of India, 1970 & the relevant Indian, Standard specification with amendments and revisions issued up to the date of tender notice.

**5.3 Workmanship** - The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer in respect of workmanship will be final.

**5.4 Specification for building works** - (Including water supply and sanitary fittings).

**5.4.1** The contractor shall execute the work in conformity with the standards and procedure laid down in the national building code of India, 1970 and as per Maharashtra P.W.D. specification or specifications in force or special specification whenever enclosed separately, and in accordance with the approved drawing.

**5.4.2 Concrete** - All concrete shall be mixed in concrete mixers and compacted by mechanical Vibrators. Slump test shall be carried out during Concreting and sample test cubes prepared and tested in due course. The testing will be carried out by the Department.

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

**5.4.3 Bricks** - The contractor should use the bricks manufactured on the metric measures as far as possible.

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

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

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

**5.5 Specification of Electrical works** -

**5.5.1** The works will be carried out as per the approved drawing and as directed by the ..... The work will be governed by 'General Specifications' for the Electrical works in Government building in Madhya Pradesh in force from 1972.

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

**5.5.3** The period of testing and refund of deposit will be 6 months after completion of work.

**5.5.4** In case of supply of ceiling fan, table fan, exhaust fan, cabin fan tube light fixtures will be made by the ..... as mentioned in the S.O.R. As such labour rates only as per S.O.R. will be paid for fitting such items in position as per S.O.R.

**5.5.5** The contractor should submit wiring diagram on tracing cloth showing the point position of switch, length of point, position of D.B. and main switch circuit no in which points fall at the time of final bill. Otherwise deduction of 1/2 percent (half percent) will be made from the bill.

**5.6 SPECIFICATION FOR WORKS :**

(Excluding Bridges and culverts)

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

**5.7 CONTRADICTIONS OR AMENDMENTS** -

In the event of contradictions between the stipulations of the current schedule of rates (vide part of this N.I.T.) and aforesaid specifications (vide para, 5.1 to 5.6 above) the stipulations of the current schedule of rates shall gain precedence. In the event of contradictions, if any between different specifications and or codes, of practice, referred to above the decision of the..... shall be final subject to appeal in case of dispute before ..... within one month of ..... decision.

**6 SUPPLY OF MATERIALS :**

**6.1 MATERIALS SUPPLIED BY THE DEPARTMENT** - The following materials will be supplied by the department.

<b>Name of Materials</b>	<b>Rate</b>	<b>Place of delivery</b>
(1) Cement.....	Rs. .... per bag	.....
(2) .....	(including cost of container)	.....
.....	.....	.....
(3) .....	.....	.....

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

**6.2 RETURN OF EMPTY CEMENT BAGS** - It shall be compulsory on the part of the contractor to preserve and return empty cement bags in sound condition to the extent of atleast 75 percent of the bags issued to him, to the ..... engineer-in-charge of work at the place of issue for which no transportation will be payable. The rebate for such bags will be as per rates fixed by D.G.S. & D. from time to time. In case the empty bags are not required by the ..... the contractor will have to sell these to the authorised collecting agents at the price fixed by D.G.S. & D. from time to time and produce receipts in support.

**6.3 PENALTY FOR NON-RETURN OF BAGS** - For each bag not so returned to the extent of issues, in sound condition a rate of Rs. .... per bag will be charged. The decision of the Engineer-in-Charge whether or not a bag is in sound condition shall be final.

**6.4** In case of the departmental supply of Iron/Steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as provided in S.O.R. (with due allowance for the percentage above or below S.O.R. tendered and accepted).

**6.5 DELAY in SUPPLY** - If the materials are not supplied in time, the contractor will not be allowed any claim for any loss, which may be caused to him, but only extension of time will be given at the discretion of the Executive Engineer and ..... if applied for by the contractor before the expiry of the contract.

**7 MISCELLANEOUS CONDITIONS :**

**7.1 SUBLETTING** - The contractor shall not, without the prior approval of the competent authority in writing sublet or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor, shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.

**7.2 TAXES** - All dues regarding taxes, including the sales tax, other duties etc. levied on the contractor's work by Government and local bodies or private individuals will be payable by the contractor. The ..... will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

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

**7.4 RULES OF LABOUR CAMPS** - The contractor will be bound to follow the Madhya Pradesh Model Rule relating to lay-out, water supply and sanitation on labour camps (vide Annexure-A) and the provisions of the National Building code of India in regard to construction and safety).

**7.5 FAIR WAGES** - The contractor shall pay not less than fair wages to labourers engaged by him on the works (rules enclosed vide Annex-B).

**7.6 WORKS IN THE VICINITY** - The Executive Engineer reserves the right to take up departmental work or to award on contract in the vicinity without prejudice to the terms of contract.

**7.7 BEST QUALITY OF CONSTRUCTION MATERIALS** - Materials of the best quality will be used as approved by the Executive Engineer.

**7.8 REMOVAL OF UNDESIRE PERSON** - The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work who if in the opinion of the Executive Engineer is unsuitable or undesirable.

**7.9 AMOUNT DUE FROM CONTRACTOR** - Any amount due to Government from the contractor on any account concerning work may be recovered from him as arrears of land revenue.

**7.10 TOOLS AND PLANTS** - The contractor shall arrange at his own cost tools and plant required for the proper execution of the work. Certain plants may however be issued to the contractor as a special case.



- 7.11 **RIGHTS TO INCREASE OR DECREASE WORK** - The competent authority reserves the right to increase or decrease work.  

The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and the contractor will be bound to comply with the order of the competent authority without any claim for compensation.
- 7.12 **TIME SCHEDULE** - The work shall be done by the contractor according to the time schedule fixed by the competent authority.
- 7.13 **TIME OF CONTRACT** - Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work.
- 7.14 **PAYMENT BY CHEQUES** - The payment will be made by cheques on the ..... Bank only. No. Bank Commission charges on realising such payments will be borne by the .....
- 7.15 **TRANSPORT OF MATERIALS**-The contractor shall make his own arrangement for transport of all materials. The ***M.P. PHE Department*** is not bound to arrange for priority in getting wagon or any other material though all possible assistance by way of recommendation will be given, if it is found necessary in the operation by the Engineer-in-Charge if it proves to be ineffective, the contractor shall have no claim for any compensation on the account.
- 8 **SPECIAL CONDITIONS** - To be inserted in the N.I.T. of a particular work if found necessary in the interest of the work.

-----Attached -----

## 8.1 AGREEMENT -

**8.1.1 EXECUTION OF AGREEMENT** - The tenderer whose tender has been accepted hereinafter referred to as the contractor, shall produce an appropriate solvency certificate, if so required by the Executive Engineer and will execute the agreement in the prescribed form, within a ten day of the date of communication of the acceptance of his tender by competent authority. Failure to do so will result in the earnest money being forfeited to **Government** and tender being cancelled.

- 8.1.2** (a) The contractor shall employ the following Technical Staff during the Execution of work.
- (i) One Graduate Engineer when the work to be executed is more than Rs. 5.00 Lakhs.
  - (ii) One Diploma Holder, Sub Engineer when the cost of work to be executed is from Rs. 2.00 Lakhs or more but not more than 5.00 Lkajs.
- (b) The Technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.
- (c) In case the contractor fails to employ the technical staff as aforesaid the E.E. shall have the right to take suitable remedial measures.
- (d) The contractor should give the names and other detail of the Graduate Engineer/diploma Holder Sub Engineer whom he intends to employ or who is under employment on the work at the time he commences the work.
- (e) The Contractor should give a certificate to the effect that the Engineer/Diploma holder sub-engineer is exclusively in his employment.

### Provided that -

- (i) An Engineer or Sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 25.00 Lakhs in the case of an Engineer and Rs. 5.00 Lakhs in the case of a sub engineer.
- (ii) It is not necessary for the contractor's partner in the cse of firm/company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of work.
- (iii) The retired Assistant Engineer who is holding a Diploma may be treated at par with a Graduate for the operation to the above clause.

In case the contractor fails to employ the Technical staff as aforesaid he shall be liable to pay the amount of sum of Rs. 1,000 (one thousand only) for each month of default in the cse of graduate Engineer and Rs. 500 (Five hundred only) for each month of default in cse of Diploma Holder Sub-Engineer.

**8.2 CONDITIONS APPLICABLE FOR CONTRACT** - All the condition of the tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form -

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

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

Annexure "B" :- Contractor's labour regulations.

Annexure "C" :- Source of materials (not applicable for building works).

Annexure "D" :- Form of income Tax Clearance Certificate (Applicable to work costing more than Rs. 2.00 Lakhs).

Annexure "E" :- Brief specifications.

Annexure "F" :- Schedule of items.

Annexure "G" :- Form of Bank Guarantee.

**Annexure-"A"**  
**Model rules relating to labour, to water supply and  
sanitation in labour campas**

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

1. **LOCATION :** The camp should be located in elevated and well drained ground in. the locality.
2. Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
3. **HUTTING:** The huts to be built of local materials. Each hut should provide at least 20 sqm. of living space.
4. **SANITARY FACILITIES :** Latrines and urinals shall be provided atleast 15 mtrs. away from the nearest quarters separately for men and women and specially so marked in the following scale.
5. **LATRINES :** Pit provided at the rate of 10 user or families per seat. Separate are required as the privacy can also, be used for this purpose.
6. **DRINKING WATER :** Adequate arrangements shall be made for the supply of drinking water. : practicable filtered and chlorinated supplies shall be arranged when supple is from intermittent source over head storage tank shall be provided with a capacity of five liters a per son per day. Where the supply is to be made from a well it shall confirm to the sanitary standard laid down in the report of the rural sanitation committee. The well should be at least 30 meters away from any latrine or other source of pollution. If possible the and pump should be installed for drawing the water from well. The well should be effectively disinfected one every month and the quality of the water should be got tested at the Public Health Institution between each work of disinfecting.
7. **BATHING AND WASHING :** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sq. for washing and bathing. Proper drainage for wastewater should be provided.
8. **WASTE DISPOSAL :** Dustbin shall be provided at suitable places in camp and the residence shall be directed to throw all rubbish into those dustbins. The dustbin shall be provided with cover. The contents shall be removed every day and disposed off by trenching.
9. **MEDICAL FACILITIES :**
  - 9.1 Every camp where 1000 or more persons reside shall be provided with whole time doctor and dispensary. If there are women in the camp a whole time Nurse shall be employed.
  - 9.2 Every camp where less than 1000 but more than 250 persons resides shall be provided with a dispensary and a part time, Nurse/ Midwife.
  - 9.3 If there are less than 250 persons in any camp a first aid kit shall be maintained in charge of whole time persons trained in first aid.

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

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

- 1.0 For camps with strength over 200 but not exceeding 500 persons- One sweeper for every 75 persons above the first 200 for which 3 sweepers will be provided.
- 2.0 For camps with strength over 500 persons- One sweeper for every 100 persons above the first 500 for which 6 sweepers should be will be provided.

**Annexure "B"**  
**Contractor's labour regulations**

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

**EXPLANATION**

- A. "FAIR WAGES" means whether for time of piece work as notified on the date of inviting tenders and where such wages have not been so notified the wages prescribed by the competent authority for division in which the work is done.
- B. The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair to labours indirectly engaged on the work including any labour engaged by his sub-contractor in connection with the said work as if labours had been immediately employed by him.
- C. In respect of all labour directly or indirectly employed on the works or the performance of his contract, the contractor shall comply with or cause to be complied with the Labour Act in-force.
- D. The Executive Engineer/Sub-Divisional officer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good, the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non payment of the wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of regulations.
- E. The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractor.
- F. The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this conduct.
- G. The contractor shall obtain -a valid license under the Contract (Regulation Abolition) Act, in force and rule made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

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

**ANNEXURE "C"**

**Statement showing the lead of materials**

S.No.	Description	Lead
1		
2		
3		
4		
5		

**Note :-** This statement is only for guidance of the contractors. The tenderer should satisfy himself regarding the availability of the required quality and quantity of materials.

**ANNEXURE “D”**

**From of certificated of income tax to be submitted by  
contractor (S) tendering for works costing  
Rs. 2.00 Lakes or more**

- i. Name & Style (of the company, firm, H.U.F., or Individual) in which the applicant assessed to Income Tax and Address for purposes of assessment.
- ii. The Income Tax Circle/Ward/District in which the applicant is assessed to Income Tax.
- iii. Following particulars concerning the last Income Tax Assessment made :-
  - (a) Reference No, (Or G. I. R. No.) of the assessment.
  - (b) Assessment year and Accounting year.
  - (c) Amount of Total Income Assessed.
  - (d) Amount of Tax Assessed 1. T., S. T., E. P. T., B. P.T.
  - (e) Amount of Tax Paid 1. T., S. T., E. P. T., B. P. T.
  - (f) Balance being tax not yet paid and reasons for such arrears.
  - (g) Whether any attachment or certificate proceedings pending in respect of the arrears.
  - (h) Whether the company or firm or H. U. F. on which the assessment was made has been or is being liquidated, roundup dissolved, petitioned or being declared insolvent as the case may be.
  - (i) The position about later assignment namely, whether returns submitted under section 22(l) or (2) of the IT Act and whether tax paid under section 18(a) of the Act and the amount of tax so paid or in arrears. ,
- iv. In case there has been no Income Tax Assessment at all in the past, whether returns submitted under section 21 (1) or (2) and 18-A (3) and if so, the amount of Income Tax Return or Tax paid and the Income Tax Circle/Ward/ District concerned.
- v. The name and address of branch (es) verified the particulars set out above and sound correct subject to the following remarks.

Dated .....

**Signature of I.T. C.**  
Circle/Ward/District.

**ANNEXURE “E”**

**Specification for the work of construction of.....**

**Executive Engineer**

**ANNEXURE “F”**

**Schedule of items to be executed.....**

S.No.	Particulars of items	Unit

**Executive Engineer**

## ANNEXURE G-

(Revised form of Bank Guarantee Bond)

### GUARANTEE BOND

(To be used by the approved Schedule Banks)

1. In consideration of the Governor of Madhya Pradesh (hereinafter called the Government) having agreed to exempt ..... (hereinafter called the said contractor) from the demand under the terms & condition of the agreement dated made between.....and.....for the work (hereinafter called the said agreement) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs..... (Rupees)..... said contractor(s) do hereby undertake to pay to the Govt. an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the government, by reasons of any breach by the said Contractor(s) of the terms or conditions contained in the said agreement.
2. We ..... Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the government stating the amount claimed is due by way of loss or damage caused to or would e caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said agreement or by reasons of the Contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We (\*)..... bank limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer, PHED Division..... certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (here indicate a date which fails 9 months beyond the due date of completion of the work) ..... we shall be discharged from all liability under this guarantee.
4. We (\*)..... Bank Limited further agree with the government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any or for time to time any of the powers exercisable by the government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for bearance, act or commission on the part of the Government or any indulgence by the Government to the said contractor(s) by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We.....Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of .....for.(\*).  
(indicate the name of the Bank)

- ❖ Indicate the name of the Bank
- ❖ Here write a date beyond, 9 months of the prescribed date of opening of enders.

## **FORM – B**

### **OFFICE OF THE EXECUTIVE ENGINEER, NANAJI DESHMUKH VETERINARY SCIENCE UNIVERSITY, JABALPUR DIVISION JABALPUR**

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the sub-Divisional/divisional officer.  
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 found of quarry fees. Royalties, octroi, duties and ground rents will be granted, copies of specification, 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 sub-divisional officer/divisional officer shall also be open for inspection by the contractor at the office of the sub-Divisional officer/Divisional officer during office hours.
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 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 proposed any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors, who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelope.
4. The authority receiving the tenders or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and 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 Divisional authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorized by him.
7. The memorandum of work tendered for, and schedule of materials to be supplied by the Department and their issue rates be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

### **TENDER FOR WORKS**

I/We hereby tender for execution, for the Nanaji Deshmukh Veterinary Science University Jabalpur (M.P.) of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified there in and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in rule 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 far as applicable.

**MEMORANDUM**

- a) Name of Work : .....
- b) Cost of work put to tender : .....
- c) Earnest Money : .....
- d) Security deposit : **05.00%**  
(including earnest money)
- e) Percentage, if any to be deducted from bills : **2.26% I.T. , 2.00 % CT, 1.00 SUB TAX .**
- f) Time allowed for the work from : .....  
date of written order to commence

Item No.	Item of works	Unit	Per	Rates Tendered in Figures	Rates Tenders in words
1	2	3	4	5	6

- ❖ If several sub-work 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 requirement 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 conditions of contract.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said condition of the contract annexed hereto as far as applicable, or in default thereof to forfeit and pay to the Nanaji Deshmukh Veterinary Science University Jabalpur (M.P.) or his successors in office the sums of money mentioned in the said condition.

The sum of 1. **Rs.** ..... is, herewith forwarded in currency notes as earnest money **(a) 2.** the full value of which is to be absolutely forfeited to the said or its successors in office without prejudice to any other rights or remedies of the said Vishwa Vidyalaya or its 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 the security deposit specified in the above memorandum in accordance with clause-1 (A) of the said condition of the contract. Otherwise the said sum of **Rs.** ..... shall be retained by the Vishwa Vidyalaya on account of such security deposit as aforesaid or the full value of which shall be retained by the Vishwa Vidyalaya on account of the Security Deposit specified in clause- 1 of the said conditions of the contract.

Signature of witness to Contractor's signature  
Dated the.....  
day of.....201.....  
Address of the Witness .....  
Occupation of Witness:.....

Signature of the contractor before submission of tender  
Dated the.....  
day of.....201.....

The above tender is hereby accepted by me on behalf of the Nanaji Deshmukh Veterinary Science University Jabalpur (M.P.).  
Dated the..... day of .....2011.....

Signature of the Officer  
by whom accepted



## CONDITIONS OF CONTRACT

### SECURITY DEPOSIT

**Clause 1:** The person/persons whose tender may be accepted (herein after called the contractor, which expression shall unless excluded by or repugnant to the contract include his heirs, executors, administrators, representatives and assignees) shall (A)(within one day for a contract of Rs. 1000 or less, two days for one of Rs. 200 or less and so on upto a limit of ten days of the receipt by him of the notification of the acceptance of this tender) deposit with the Sub-Divisional office/divisional officer in cash or Vishwa Vidyalaya securities endorsed to the sub-Divisional officer /Divisional officer (if deposited for more than 12 month) a sum sufficient with the 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 Government at the time of making any payment to him or work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to ..... Percent of all moneys so payable, such deductions be held by Vishwa Vidyalaya by way of security deposit ) Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to ..... percentage of the total estimated cost of the work it shall be lawful for Vishwa Vidyalaya 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 Vishwa Vidyalaya under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by Vishwa Vidyalaya on any account whatsoever, and in the event of this security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days there after make good in cash or Vishwa Vidyalaya 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) of amount of deductions made under (B) may . if the contractor so desires be converted into one of the recognized forms if 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 Executive Engineer.

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Strike out A or B as the case may be "this will be the 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 amount to 5 percent of the estimated cost of the work, then 3 percent should be deducted from every payment if the percentage is fixed at 10 percent and the security deposit only amounts to 6 percent then 4 percent should be deducted and so on.

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.

### COMPENSATION FOR DELAY

**Clause 2 :** The time allowed for 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 date of work order to commence work. The work shall throughout the stipulated period of 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 of such smaller amount as the engineer may decide on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished, after the proper dates, and further, to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete on fourth of the whole of work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed and three fourth of work, before three fourth of such time has elapsed, In the event of the contractor failing to comply with this condition he shall be liable to pay compensation an amount equal to one percent or such small amount as the executive engineer/ superintending engineer 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 cause shall not exceed eight percent on the estimated cost of the work as shown in the tender.

**ACTION WHEN THE CONTRACTOR 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 his security deposit plus performance security (whether paid in one lump or deducted by installments) or committed a breach of any of the rules contained in Clause-24 or in case of Abandonment of the work, except due to permanent disability or death of contractor, or any other cause, the Divisional Office on behalf of the Nanaji Deshmukh Veterinary Science University Jabalpur, shall have power to adopt any one of the following courses, as may be deemed best suited to the interest of Vishwa Vidyalyaya

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence) and in which case the Security Deposit plus Performance Security of the contractor, shall stand forfeited and be absolutely at the disposal of the Vishwa Vidyalyaya.
- (b) To employ labour paid by the works Department and to supply materials to carry out the work of the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Estate Officer 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 labour and the price of the materials as certified by the Divisional Officer, whichever is less. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hand 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 Divisional Officer 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 the Vishwa Vidyalyaya under the contract or otherwise or from his security –deposit or the proceeds of sale thereof or a sufficient part thereof. If the work is carried out at lower rates the contractor shall not be entitled for any refund, on the account saving if any which shall go to the Vishwa Vidyalyaya.

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

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

**Clause-4:** In any case in which any of the powers conferred upon the Divisional Office by Clause - 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for the past and future compensation, shall remain unaffected.

In the event of the Divisional Officer, putting in force either of the power (a) or(c) vested in him under the preceding clause levy if he so desires, take possession fo all or any tools/ plant , material or in or upon the works, or the sits 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 Divisional Officer, whose certificate thereof shall be final, otherwise the Divisional Officer may, by notice in writing to the contractor or his clerk or the work foreman or other authorised 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 plan- in the event of the contractor failing to comply with any such requisition, the Divisional Officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of Divisional Officer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

#### **EXTENSION OF TIME:**

**Clause -5:** If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Divisional Officer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and Divisional Office 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 Superintending Engineer.

#### **FINAL CERTIFICATE:**

**Clause - 6 :** On completion of the work the contractor shall be furnished with a certificate by the Divisional Officer (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 works 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 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 realised by the sale thereof.

#### **PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES.**

**Clause - 7:** No payments shall ordinarily be made for works estimated to cost less than Rs. 1.000/- (Rupees 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, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance 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 securing of any claim, nor shall it conclude, determine or effect in any way the power 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.

#### **BILL TO BE SUBMITTED MONTHLY**

**Clause-8:** A bill shall be submitted by the contractor each month on or before the date fixed by 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 the presence of the contractor, whose counter-signature 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 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 in the case of any extra works ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

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

**Clause-10:** Receipts for payments made on account of the 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 receipt must be signed in the name of the firm by one of the partners, or by some other persons having authority to give effectual receipt for the firm.

### **STORE SUPPLIED BY THE VISHWA VIDYALAYA**

**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 (such materials and stores , and the prices to be charged therefore, as hereinafter mentioned, being so far as practicable for the convenience of the contractor , but not so as in any way to control the meaning or effect of this contract specified in the schedule of memorandum here to annexed). The contractor shall be supplied with such materials and stores, as required from time to time, to be used by him for t he purposes of the 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 proceed of sale thereof if the same is held in Vishwa Vidyalaya securities this same or sufficient portion thereof being in the case sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of Vishwa Vidyalaya, and shall not on any account be removed form 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 be returned to the engineer-in-charge's store if by a notice in writing under his hands be shall so required, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no chlaim for compensation on account of any such material so supplied to him a aforesaid being unused by him, or for any wastage in or damage to any such materials.

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

**Clause -12:** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully, and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and locked 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 as aforesaid.

### **ADDITIONS AND ALTERATION IN SPECIFICATIONS AND DESIGNS**

**Clasue-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 instruction, 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 in writing signed by Engineer-in-charge and such alterations omissions additions or substitution 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.

### **EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS**

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

### **RATES OF WORKS NOT IN SCHEDULE OF RATES OF THE HOUSING VISHWA VIDYALAYA**

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 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 class 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 herein before 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 rate 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 Estate Officer of the Vishwa Vidyalaya shall be final.

### **NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORKS:**

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

In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit of 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 of him of the said notice the contractor shall be paid for such materials at the rates determined by the Engineer-in-Charge provided they are not in excess of requirements and are of approved quality and or shall be compensated for the loss, if any, that he may be put to in respect, of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-Charge whose decision shall be Final. If the contractor suffers any loss on-account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall on application be entitled to such compensation on account of labour charges, as the Engineer-in-Charge, whose decision shall be Final, may consider reasonable. Provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period, during which the stoppage of the work has been ordered as aforesaid.

### **TIME LIMIT FOR UNFORESEEN CLAIMS.**

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

### **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORKS**

Clause -16 : If at any time before security deposit is refunded to the contractor, it shall appear to Engineer-in-charge or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or article provided by him for the execution of 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, 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 his failing to do so within a period to be specified by the Engineer-in-Charge in written intimation as aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender everyday 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 worker remove and replace the materials or articles complained of as the case may be, at the risk and expense in all respect of the contractor. Should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of shall be within his direction to accept the same at such reduced rates as he may fix therefore.

**CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR TWELVE 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 land 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 month in the case of a road work) after a certificate final or otherwise or its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make good the same at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other work men and deduct the expense (of which 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, or 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/does not leak during the period of two consecutive rainy seasons after its (their) completion and if any defects are pointed out to him by the Engineer-in-Charge during the said periods the same shall be removed by him at his own expenses or in default the Engineer-in-Charge may got 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 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 any 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 released, 25% of the amount shall be refunded on maintenance period being over, 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 are 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 subordinate and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the work shall have been given to the contractor either himself be present to receive orders and instructions 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 -19:** The contractor shall give not less then five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement, any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work and if any shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expenses, or in default thereof, no payment or allowances shall be made for such work or the materials with which the same was executed.

### **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 outworks, 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 expenses of the contractor, and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

**Contractor is liable for damages arising from non-provision of lights, fencing etc.** The contractor shall also provide at his own cost except when the contractor specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or 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 WORKMAN'S COMPENSATION ACT. 1923.**

**Clause - 21 :** In every case in which by virtue or the provisions of section 12, sub-section (1) of the Workman's Compensation, Act-1923, the Vishwa Vidyalaya is obliged to pay compensation to a workman employed by the contractor in execution of the works, the Vishwa Vidyalaya will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Vishwa Vidyalaya under section 1 sub-section (2) of the said Act. The Vishwa Vidyalaya 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 the Vishwa Vidyalaya to the contractor whether under this contract or otherwise. The Vishwa Vidyalaya may not be bound to content any claim made against them under section 12 sub-section (a) of the said Act, except on the written request of the contractor and upon his giving to the Vishwa Vidyalaya full security for all cases for which Vishwa Vidyalaya might become liable in consequence of contesting such claim.

**Clause-22:** No Female labour shall be employee within the limit or a cantonment.

**Clause-23: Labour below the age of 12 years :-** No labour below the age of 12 years 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 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 Public 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 labours indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with the Labour Act in force.

- (d) The Executive Engineer/assistant Engineer shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment to the conditions of the contract for the benefit of the workers, non payment to 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
- (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-contractor.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach, of this contract.

**WORK NOT BE SUBLET**

**Clause -25:**The contract shall not be assigned or sublet without the written approval of the Divisional Officer. And if the contractor shall assign or sublet his contract, or attempt, so to do or become insolvent, commence any insolvency proceedings or make any composition with his creditors, or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward 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 the Vishwa Vidyalaya 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 Divisional Officer may there upon by notice in writing rescind the contract and the Security Deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of the Vishwa Vidyalaya and the same consequences shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually 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 the Vishwa Vidyalaya 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 EXECUTIVE ENGINEER / SUPERINTENDING ENGINEER**

**Clause - 28:** All works to be executed under the contract shall be executed under the direction and subject to the-approval in all respect of the Executive Engineer of the Division/Estate Officer of the Vishwa Vidyalaya 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 free time to time carried on.

**DISPUTES RELATING TO SPECIFICATIONS, DESIGNS ETC.**

**Clause - 29 :** Except as otherwise specified in the contract the decision of the superintending Engineer of the Circle for time being shall be final; conclusive and biding on all parties to the contract upon all questions relating to the meaning of the specifications, design, Drawings and instructions 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, designs, drawings, specifications, estimates , instructions, orders or these conditions or otherwise concerning the work 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 Superintending Engineer 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  
VISHWA VIDYALYA**

**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 marking up articles required therefore or in connection therewith 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 purpose of this contract. Shall include the cost of carriage and all other expense whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

**LUMPSUMS IN ESTIMATE**

**Clause - 31:** ~~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 are to be paid under the contract for such items or if the part of the work in question is not, in opinion of the Engineer-in-Charge capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimates, and the certificates 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 provisions of this clause.~~

**DELETED**

**ACTION WHERE NO SPECIFICATIONS**

**Clause - 32:** In the case of any class of work for which there is no such specifications as is mentioned in Rule, such work shall be carried out in accordance with the specification approved by the Estate Officer/Vice Chancellor 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 respects in accordance with the instructions 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 sometime either in the subject or context repugnant to such constructions, be construed and taken to mean their works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted, or additional.

**CLAIMS OF QUANTITIES ENTERED IN THE TENDER OR ESTIMATE**

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

**CLAIMS FOR COMPENSATION FOR DELAY IN STARTING THE WORK**

**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 estimate.

**EMPLOYMENT OF SCARCITY LABOUR**

**Clause - 36 :** If Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilo meters of the work, the Contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such 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 Executive Engineer whose decision shall be final and binding on the contractor.

**PAYMENT OF QUARRY FEES AND ROYALTIES**

**Clause - 37** : The quarry fees, royalties, octroi duties and ground rent for stacking materials shall be paid by the contractor. 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 Vishwa Vidyalaya.

**ROYALTIES FOR BREACH OF CONTRACT**

**Clause - 38** : On the breach or any item or condition of this contract by the contractor the said Vishwa Vidyalaya 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 get said Governor to recover any further sums as damages from any sums due or which may become due to the contractor by Vishwavidyalaya or otherwise howsoever.

Note . If there is any difference between the amount of works 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 f..... has been accepted by me/superintending /chief engineer/ Vishwavidyalaya on behalf of the Governor of Madhya Pradesh on the ..... Day of 199..... and you are hereby ordered to commence the work.

Executive Engineer/Estate officer

The notice to the contractors to start work from the ..... day of 199 ..... was issued vide this office memorandum No. .... Dated the .....199.....

**Completion Certificate**

In pursuance of clause 6 of the Agreement in form – B dated the ..... Between the contractor Shri ..... and the Nanaji Deshmukh Veterinary Science University, Jabalpur it is hereby certified that the said contractor has duly completed the execution of the work under taken by him there tender on the ..... day of .....

Signature of contractor

signature of Executive-in-charge

**SCHEDULE**

Showing (approximately) materials to be supplied by the Department under clause 11 and 30 for work contracted to the executed and the rates at which they are to be charged for.

Particulars	Rates at which the material will be charged to the contract	Place of delivery

Note- The person fo 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 contractor  
officer

Signature of sub-Divisional officer/Divisional

**NANAJI DESHMUKH VETERINARY SCIENCE UNIVERSITY , JABALPUR**

**Hiring of JCB Dumper, Tractor Trauley, Vibrator Road Roller NDVSU, Jabalpur for the year 2024-25**

<b>S. No.</b>	<b>Particular</b>	<b>Unit</b>	<b>Rate quoted by agency</b>
<b>1</b>	Hiring of <u>J C B Machine</u> with Diesel/Petrol & Driver with all maintenance for leveling of Ground and loading unloading of Soil, NDVSU, Jabalpur for the year 2024-25	<b>Per Hour</b>	
<b>2</b>	Hiring of <u>Dumper</u> with Diesel/Petrol & Driver with all maintenance for leveling of Ground and loading unloading of Soil, NDVSU, Jabalpur for the year 2024-25	<b>Per day</b>	
<b>3</b>	Hiring of <u>Tractor Trauley</u> , with Diesel/Petrol & Driver with all maintenance for leveling of Ground and loading unloading of Soil, NDVSU, Jabalpur for the year 2024-25	<b>Per day</b>	
<b>4</b>	Hiring of <u>Vibrator Road Roller</u> with Diesel/Petrol & Driver with all maintenance for leveling of Ground and loading unloading of Soil, NDVSU, Jabalpur for the year 2024-25	<b>Per Hour</b>	

**Contractor  
Signature with Seal**