



कार्यालय प्राचार्य, शासकीय महाविद्यालय गुरुर

(शासकीय नवीन महाविद्यालय गुरुर)

जिला – बालोद (छ.ग.)



Phone No. – 07749 – 265461

Email – gururgovernmentcollege@gmail.com

Website – www.gcgurur.org.in

क्रमांक / 330 / JBS/Tender / 2020

गुरुर, दिनांक 23 / 12 / 2020

मैनुअल पद्धति निविदा आमंत्रण सूचना

एतद् द्वारा सर्व साधारण को सूचित किया जाता है कि शासकीय महाविद्यालय गुरुर द्वारा महाविद्यालय जनभागीदारी मद से निम्नलिखित निर्माण कार्य हेतु सक्षम श्रेणी के टेकेदारों/फर्म (डी श्रेणी न्यूनतम) से लोक निर्माण विभाग में प्रचलित भवन एस.ओ.आर. (01.01.2015) से प्रभावशील दर पर बंद निविदा अधोहस्ताक्षरकर्त्ता के कार्यालय में प्रत्यक्ष/स्पीड पोस्ट/डाक के माध्यम से आमंत्रित की जाती है।

- | | | |
|--|---|------------------------------|
| 01. निविदा प्रपत्र प्रदाय करने की अंतिम तिथि | – | 07 / 01 / 2021 शाम 02:00 बजे |
| 02. निविदा प्रपत्र जमा करने की अंतिम तिथि | – | 07 / 01 / 2021 शाम 03:00 बजे |
| 03. निविदा प्रपत्र खोलने की तिथि | – | 07 / 01 / 2021 शाम 04:00 बजे |

निविदा के शर्त :-

01. निविदा प्रपत्र क्रय करने की अंतिम 07 जनवरी 2021 समय सायं 02:00 बजे तक निविदा प्रपत्र राशि 200 रु. नगद जमा कर महाविद्यालय के कार्यालय से किसी भी कार्य दिवस पर प्रातः 11:00 बजे से सायं 02:00 बजे के बीच उपस्थित होकर प्राप्त की जा सकती है अथवा निविदा महाविद्यालय की वेबसाईट www.gcgurur.org.in से डाउनलोड कर निर्धारित शुल्क का डिमांड ड्राफ्ट " सचिव जनभागीदारी समिति, शासकीय महाविद्यालय गुरुर " के नाम से आवेदन के साथ जमा करना होगा जो वापस नहीं होगा।
02. निविदा प्रपत्र जमा करने की अंतिम तिथि 07 जनवरी 2021 समय 03:00 बजे तक निर्धारित है।
03. निविदा खोलने की तिथि 07 जनवरी 2021 समय 04:00 बजे अपरान्ह निर्धारित है।
04. निर्माण की जाने वाली कार्य एवं परिशिष्ट क्रमांक अनुसार अमानत शुल्क का विवरण निम्नानुसार है –

क्र.	परिशिष्ट क्रमांक	कार्य का नाम	प्राकलन अनुसार लागत राशि	अमानत राशि	निविदा प्रपत्र का शुल्क
01	02	03	04	05	06
01	परिशिष्ट – 01	Construction of Mukhya chabutara at Govt. college Gurur	02 लाख	1000 रु.	200 रु.
02	परिशिष्ट – 02	Construction of Cycle Stand at Govt. College Gurur	01 लाख	1000 रु.	200 रु.
03	परिशिष्ट – 03	Construction of Cycle Stand for Staff at Govt. College Gurur	0.50 लाख	1000 रु.	200 रु.
04	परिशिष्ट – 04	Construction of Aluminium section for store and office rooms for Govt. college Gurur	02 लाख	1000 रु.	200 रु.

नोट :- अमानत राशि का डिमांड ड्राफ्ट जो " सचिव जनभागीदारी समिति, शासकीय महाविद्यालय गुरुर " के नाम पर मान्य होगी। एफ.डी.आर. मान्य नहीं होगा।

05. निविदा तीन लिफाफों में प्रस्तुत करना होगा। **लिफाफा क्रमांक 01** में फर्म की तकनीकी बीड से संबंधित निम्नलिखित दस्तावेज अनिवार्य रूप से प्रस्तुत करने होंगे तथा लिफाफा के ऊपर **लिफाफा क्रमांक 01 – तकनीकी बीड** अंकित होना चाहिए।
- (a) निविदा प्रपत्र मूल्य की रसीद की छायाप्रति।
- (b) अमानत राशि एक से अधिक परिशिष्ट के लिए निविदा भरने की परिस्थिति में निविदाकार को अलग-अलग परिशिष्ट में दी गई राशि के अनुसार अलग-अलग निविदा प्रपत्र एवं डिमांड ड्राफ्ट संलग्न करना होगा। डिमांड ड्राफ्ट जो “ **सचिव जनभागीदारी समिति, शासकीय महाविद्यालय गुरुर** ” के नाम देय होगा। एक से अधिक परिशिष्ट में निविदा भरने की स्थिति में प्रत्येक के लिए अलग-अलग निविदा प्रपत्र के साथ अलग-अलग अमानत राशि एवं अलग-अलग निविदा प्रपत्र क्रय रसीद या ड्राफ्ट प्रस्तुत करना होगा।
- (c) एक से अधिक परिशिष्ट में निविदा भरी जा रही हो तो “तकनीकी बीड” तथा “वित्तीय बीड” अलग-अलग होगा तथा प्रत्येक लिफाफा पर परिशिष्ट क्रमांक अंकित करना आवश्यक है।
- (d) फर्म का जीवित पंजीयन प्रमाण पत्र की छायाप्रति।
- (e) वस्तु एवं सेवाकर क्रमांक (जीएसटी नंबर) की प्रमाण पत्र की छायाप्रति।
- (f) पिछले तीन वर्षों का आयकर रिटर्न की छायाप्रति।
- (g) सरकारी/स्वशासी संस्थाओं में किये गये कार्य का स्व-प्रमाणित विवरण।
06. **लिफाफा क्रमांक 02** में फर्म की वित्तीय बीड संबंधी प्रपत्र प्रस्तुत करना होगा तथा लिफाफा के ऊपर **लिफाफा क्रमांक 02 – वित्तीय बीड** अंकित होना चाहिए।
07. लिफाफा क्रमांक 01 एवं 02 को एक अन्य बड़े **लिफाफा क्रमांक 03** में डालकर सील बंद करें तथा लिफाफे के ऊपर स्पष्ट रूप से “**जनभागीदारी निर्माण निविदा – परिशिष्ट क्रमांक हेतु आमंत्रण**” अवश्य लिखें।
08. लिफाफा क्रमांक 02 में निम्नलिखित जानकारी अनिवार्य रूप से प्रस्तुत करने होंगे –

कार्य का नाम	प्राकलन अनुसार लागत राशि	आवेदक द्वारा प्रस्तावित राशि	विशेष


नोट :- फर्म द्वारा उपरोक्त सारणी में परिशिष्ट अनुसार प्रस्तावित राशि डालना आवश्यक है व सारणी सुस्पष्ट रूप से टंकित कर प्रस्तुत की जावें।

09. लिफाफा क्रमांक 01 में प्रस्तुत दस्तावेजों का परीक्षण महाविद्यालय की समिति के द्वारा किया जायेगा तथा योग्य फर्मों का लिफाफा क्रमांक 02 वित्तीय बीड खोला जायेगा।
10. निर्धारित निविदा प्राप्ति क अंतिम तिथि/निविदा खोलने की तिथि का किसी कारणवश या अवकाश घोषित होता है तो ऐसी स्थिति में अंतिम तिथि/खोलने की तिथि को आमागी कार्य दिवस हो माना जावेगा।
11. प्राप्त हुई निविदाओं को मान्य करना अथवा बिना कारण बतायें किसी एक या सभी निविदाओं को अमान्य/निरस्त करने का अधिकार महाविद्यालय प्रशासन के पास सुरक्षित होगा।
- 12. सशर्त निविदा मान्य नहीं होगा।**
13. निविदा पत्रों से न्यूनतम राशि के आधार पर ठेकेदार/फर्म का चयन किया जायेगा।
14. शासन के नियमानुसार सभी प्रकार की कर (टैक्स) ठेकेदार/फर्म द्वारा स्वयं वहन किया जायेगा।
15. कार्य की गारंटी अवधि 02 वर्ष की होगी। इस अवधि में किसी प्रकार के मेंटेनेस की जिम्मेदारी स्वयं फर्म की होगी और इसके लिए किसी भी प्रकार के व्यय का भुगतान शासकीय महाविद्यालय गुरुर द्वारा नहीं किया जावेगा।

16. सफल निविदाकार को निर्माण कार्य प्रारंभ करने के पूर्व प्रस्तावित स्थल का फोटोग्राफ्स, निर्माण कार्य करने के बाद व देयक प्रस्तुत करते समय एवं कार्य पूर्ण होने के पश्चात् कार्य की स्थिति संबंधी फोटोग्राफ्स प्रस्तुत करना अनिवार्य होगा जिसमें कार्य का नाम तथा परिशिष्ट क्रमांक अंकित होगा।
17. प्रगति के आधार पर भुगतान किया जावेगा।
18. सफल निविदाकार को श्रम नियम/अधिनियमों का पालन करना अनिवार्य होगा।
19. सफल निविदाकार को 07 दिनों के भीतर अनुबंध कर कार्य प्रारंभ करना अनिवार्य होगा।
20. किसी भी प्रकार की विवाद की स्थिति में प्राचार्य का निर्णय अंतिम एवं बंधनकारी होगा।
21. किसी भी न्यायिक परिवाद की स्थिति में गुरुर जिला बालोद के न्यायिक क्षेत्राधिकार के अधीन होगा।

संलग्न :-

01. सभी परिशिष्टों का तकनीकी प्राकलन।
02. प्रपत्र "क" तकनीकी बीड का प्रारूप।
03. प्रपत्र "ख" वित्तीय बीड का प्रारूप।
04. Conditions of Contract.


Principal
शासकीय तंत्रिका विद्यालय, गुरुर
Govt. College, Gurur
Dist. - Balod (C.G.)



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प्रपत्र 'क' तकनीकी बीड का प्रारूप

01. निविदाकार/फर्म का नाम :-.....
02. निविदाकार/फर्म का पता :-.....
03. निविदा प्रपत्र राशि का भुगतान का विवरण :-
बैंक का नाम डी.डी. क्रमांक
दिनांक राशि (अंकों में).....
राशि (शब्दों).....
04. अमानत राशि का विवरण :-
बैंक का नाम डी.डी. क्रमांक
दिनांक राशि (अंकों में).....
राशि (शब्दों).....
05. पैन नंबर :-
06. ठेकेदार/फर्म का पंजीयन नंबर :-
07. जी.एस.टी. पंजीयन नंबर :-
08. आयकर एवं व्यावसायिक अदेयता प्रमाण पत्र 03 वर्ष का आईटीआर संलग्न करें।
09. आधार कार्ड की छायाप्रति।
10. कार्य अनुभव विवरण।

टीप :- उपरोक्त सभी पंजीयन व दस्तावेजों की हस्ताक्षरित छायाप्रति संलग्न करना अनिवार्य है।

मेरे द्वारा निविदा में दिये गये सभी बिन्दुओं एवं शर्तों को भलीभांति समझ कर यह निविदा दी जा रही है। इसमें भरी जाने वाली सभी जानकारियों के लिए मैं स्वयं उत्तरदायी रहूंगा।

निविदाकार का हस्ताक्षर :-

निविदाकार का नाम :-.....

फर्म का नाम :-.....

मोबाईल नंबर :-.....

ईमेल :-.....



कार्यालय प्राचार्य, शासकीय महाविद्यालय गुरुर

(शासकीय नवीन महाविद्यालय गुरुर)

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प्रपत्र 'ख'

वित्तीय बीड का प्रारूप

शासकीय महाविद्यालय गुरुर, जिला – बालोद (छ.ग.) में परिशिष्ट क्रमांक में उल्लेखित कार्य के लिए मेरे द्वारा निम्नानुसार राशि प्रस्तावित किया जाता है –

परिशिष्ट क्रमांक

कार्य का नाम	प्राकलन अनुसार लागत राशि	आवेदक द्वारा प्रस्तावित राशि (अंको में)	विशेष

प्रस्तावित राशि (शब्दों में)

नोट :- समस्त जानकारी स्पष्ट व बिना काट-छाट के लिखें।

मेरे द्वारा निविदा में दिये गये सभी बिन्दुओं एवं शर्तों को भलीभांति समझ कर यह निविदा दी जा रही है। इसमें भरी जाने वाली सभी जानकारियों के लिए मैं स्वयं उत्तरदायी रहूंगा।

निविदाकार का हस्ताक्षर :-

निविदाकार का नाम :-

फर्म का नाम :-

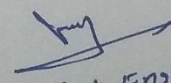
मोबाईल नंबर :-

ईमेल :-

प्राकलन परिशिष्ट 01

Construction of mukhya chabutara at Collage Gurur											
S.O.R No	Particular	NO.	Length	Width	Height/Depth	Quantity	Unit	Rate	Amount		
1	2	3	4	5	6	7	8	9	10	11	
1	307	मिट्टी का काम 1.5 मी. से अनाधिक चौड़ी नीचे, गलों, कविलो, आदि के लिये खाइयो की और क्षेत्रफल में 10 वर्गमी से अनाधिक चहबच्चो आदि की खुदाई में बगलों की दरसेी तथा तले की कुटाई सहित (ख) सघन या कठोर मिट्टी में/कठोर मुरुम में	1 1	2 2	10.00 7.00	0.80 0.80	0.90 0.90	14.40 10.08			
						total	24.48	Cum	154.70	3787	
2	404	कुसी में फर्शों के नीचे रेत तसाई, पानी सिबाई, कुटाई और दरसेी सहित सम्पूर्ण	1 1 1	2 2 1	10.00 7.00 9.40	0.80 0.80 6.40	0.10 0.10 0.75	1.60 1.12 45.12			
						net total	47.84	Cum	429.70	20,557	
3		नीचे और कुसी में फर्शों के नीचे सीमेन्ट कांक्रीट की व्यवस्था करना और डालना परस्पर के 40 मिमी नाभीय नाप के अनुपातित गिलावे में तसाई सहित सम्पूर्ण किन्तु बुला बन्दी की लागत छोड़कर	1 1 1	2 2 1	10.00 6.40 9.40	0.80 0.80 6.40	0.15 0.15 0.10	2.40 1.54 6.02			
		cc 1:4:8					9.95	cum	2454.40	24,426	
4	413	नीचे और कुसी में 25 वर्ग मी. का पत्थर का पञ्जावित से पक्काई हुई ड्रेनेज की काम	1 1 1 1 3 3 3	2 2 2 2 1 1 1	10.00 6.40 10.00 6.40 1.20 1.20 1.20	0.60 0.60 0.40 0.40 0.90 0.60 0.30	0.80 0.80 0.80 0.80 0.30 0.30 0.30	9.60 6.14 6.40 4.10 0.97 0.65 0.32			
						net total	28.18	Cum	2754.20	77,624	
5	1220	सीमेन्ट कांक्रीट 1:2:4 (1 सीमेन्ट, 2 मोटी रेत, 4 परस्पर का 20 मिमी नाभीय नाप का अनुपातित गिलावा) एक परत में डालकर फर्श बनाना, खालिस सीमेन्ट घुटाई वाली सम्पूर्ति सहित	1 1	2 2	10.00 7.00	0.30 0.30	0.10 0.42	0.60 0.42			
						total	1.02	sqm	3913.90	3992	
6		सफेद कांक्रीट टाइल हमीमों मोटी फर्शों परिये के पट्टो और बाकिगा पर 1:3 (सीमेन्ट रेत) के मसाले का 12मों मो मोटा आकार डालकर लगाई हुई सफेद सीमेन्ट की भरवा टॉप की सम्पूर्ति सहित	1	1	10.00	7.00		70.00	sqm	948.00	66,360
7	1009	15 मीमों मोटा सीमेन्ट पत्थर दीवार की सम्पूर्ति पर	1 1 1	2 2 2	10.00 7.00	0.90 0.90	18.00 12.60 30.60		sqm	103.20	3,158
						total				199904.56	

say that 2.00 lacks


 Sub-Engineer
 R.E.S. Sub. En. Gurur

CONSTRUCTION OF MUKHYA CHABUTARA AT
GOVT. COLLAGE GURUR



10.0MX7.0M

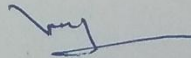


Sub Engineer
R.E.S. SUB
DN GURUR

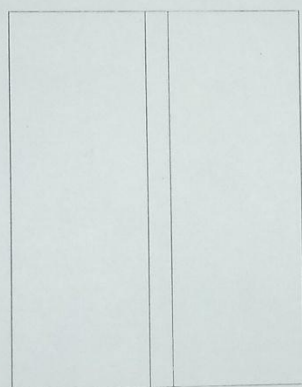
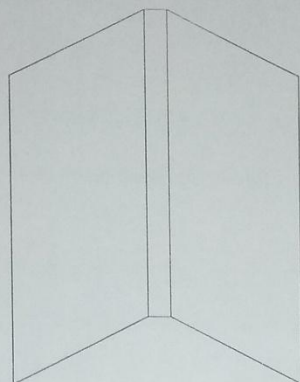
प्राकलन परिशिष्ट 02

Construction of cycle stand at Govt. collage Gurur

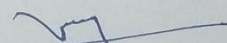
क्रमांक	कार्य विवरण	नग	लम्बाई	चौड़ाई	ऊँचाई	मात्रा	दर/इकाई	राशि
1	2	3	4	5	6	7	8	9
1	मिट्टी का काम 15मी से अनाधिक ग्राहो नीचा, नलो, कंविलो आदि के लिये खाईयो की ओर मंत्रफल में 10वर्गमी से अनाधिक चढबच्चो आदि की खुदाई में बगलो की दरशी तथा तले की खुदाई सहित। सघन कटोर मिट्टी में							
		2	0.9	0.9	0.9	1.458	cum	
						1.458	154.70	225.55
2	नीचा ओर कुर्सी में फर्सों के नीचे सीमेट कांक्रीट की व्यवस्था करना ओर पत्थर डालना पत्थर के 40मीमी नामीय नाप के अनुपातिक मिलावें में तराई साहेत सम्पूर्ण किन्तु दुलाबदी की लागत छोडकर (ग) सिमेंट कांक्रीट 1:4:8(1 सिमेंट : 4 रेत : 8 गिट्टी)							
	बेस कमरा	2	0.90	0.90	0.20	0.324		
		1	5.20	3.40	0.10	1.768		
						2.092	cum	
						2.092	2454.40	5134.60
3	इस्पात का झला हुआ काम, जुडी काट वाले खडो,कैचियो ओरडाचेदार काम में, काटने, चढा ने, यथारथान लगाने सहित,जालियो, डाचेदार रोक छोडो, सीढियो, रेलिगो, दूकेटो ओर ऐसेही अन् य काम में 25 मी तक पाट ओर15मी. कुल रुचाई कीकैचियो ओर कैचीदार पलिनाम।							
	for truss	2		325kg		650.000		
	100mm dia ms pipe	8		25kg		100.000		
						750.000	79.00	59250.00
4	जरती लोहे का श्रेणी तीन की नालोदार चादरा की व्यवस्था करना ओर छत बनाना जरती लोहे की 8 मिमी मोटी (जे) या (एल) आकृति की हुको, काबलो एव डिबरियो से विटुमिन के तथा जरती लोहे के सफेदा भरे हुए लिपट वाशर डालकर जडने सहित, सपूर्ण, किन्तु पहिनो, कडियो ओर कैचियो की लागत छोडकर।							
	(क) 0.63 मिमी मोटी	1	5.6	3.9		21.84	1453	31733.52
5	सीमेट कांक्रीट 1:2:4(1सीमेट, 2मांटी रेत, 4पत्थर का 20मी.मी. नामीय नाप का अनुपातिक मिलावा) एक परत में डालकर फर्स बनाना, खालिस सीमेट घुटाई वाली सपूति सहित							
		1	5.60	3.90		21.840		
						21.840	218.60	4774.22
महायोग							₹	101117.90
Say							₹	1.00 lacks


Sub Engineer
R.E.S Sub Dn . Gurur

CONSTRUCTION OF CYCLE STAND FOR STUDENT AT GOVT. COLLAGE GURUR



5.20MX3.40M

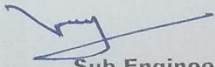


Sub Engineer
R.E.S. SUB
DN GURUR

प्राकलन परिशिष्ट 03

Construction of cycle stand for staff at Govt. collage Gurur

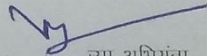
क्रमांक	कार्य विवरण	नग	लम्बाई	चाडई	ऊँचाई	मात्रा	दर/इकाई	राशि	
1	2	3	4	5	6	7	8	9	
	मिष्टानु का काम 15मी से अनाधिक चाडई नीचा नला कंविलो आदि के लिये खाईयो की ओर क्षेत्रफल में 10वर्गमी से अनाधिक चहबच्चो आदि को खुदाई में चगला की दरशी तथा तले की खुदाई सहित। सघन कठोर मिटटी में	2	0.6	0.6	0.6	0.432	cum		
						0.432	154.70	66.83	
2	नीचां और कुर्सी में फर्सी के नीचे संगत काक्रीट की व्यवस्था करना और पत्थर डालना, पत्थर के 40मीमी नामीय नाप के अनुपातिक मिलावें में तराई सहित सम्पूर्ण किन्तु दुलाबदी की लागत छोडकर (ग) सिमेंट काक्रीट 1:4:8(1 सिमेंट : 4 रेत : 8 गिट्टी) बेस कमरा	2 1	0.60 4.00	0.60 3.40	0.15 0.10	0.108 1.360	cum		
						1.468	2454.40	3603.06	
3	इस्पात का झला हुआ काम, जुडी काट वाले खंडों,कैचियों औरढाचेदार काम में, काटने, चढा ने, यथास्थान लगाने सहित,जालियों, ढाचेदार रोक छंडों, सीडियों, रेलिंगों, दूकैटों और 'ऐसेही अन्य काम में 25 मी तक पाट और15मी, कुल ऊचाई कीकैचियों और कैचीदार पर्तिनाम। for truss 100mm dia ms pipe	2 4		125kg 15kg		250.000 40.000			
						290.000	79.00	22910.00	
4	जस्ती लाहे का श्रेणी तीन की नालोंदार चादरा की व्यवस्था करना और छत बनाना जस्ती लाहे की 8 मिमी मोटी (जे) या (एल) आकृति की हुको, कावलो एच डिबरिया से विटुमिन के तथा जस्ती लाहे के सफेदा बरे हुए लिपेट वाशर डालकर जडने सहित, सम्पूर्ण, किन्तु पर्तिनां, कडियों और कैचियों की लागत छोडकर। (क) 0.63 मिमी मोटी	1	4	3.5		14	1453	20342	
5	सीमेंट काक्रीट 1:2:4(1सीमेंट 2मोटी रेत, 4पत्थर का 20मी.मी. नामीय नाप का अनुपातिक मिलावा) एक परत में डालकर फर्श बनाना खालिस सीमेंट घुटाई वालो संपूर्ति सहित	1	4.00	3.90		15.600			
						15.600	218.60	3410.16	
महायोग								रु.	50332.05
Say								रु.	0.50 lacks


Sub Engineer
R.E.S Sub Dn . Gurur

प्राकलन परिशिष्ट 04

CONSTRUCTION OF ALUMINIUM SECTION FOR STORE ROOM AND OFFICE ROOM FOR GOVT. COLLAGE GURUR

क्रमांक	कार्य विवरण	नंग	लम्बाई	चौड़ाई	ऊँचाई	मात्रा	दर/इकाई	राशि
1	2	3	4	5	6	7	8	9
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions made out of extruded aluminium standard sections (main section with minimum 1.5mm thickness) conforming to IS: 733, IS: 1285 mitred and jointed mechanically including aluminium cleats, neoprene weather stripping gasket beveled edge beading, screws duly fixed in wall/ floor with fixing clips or hold fasteners or bolts and nuts as required aluminium sections shall be anodized transparent or dyed to approved shade according to IS: 1868, minimum anodic coating shall be of grade AC-15. (Glazing to be paid for separately: For fixed portion	4	3.65	2.60	3.80	144.248		
		3	2.10	3.35	3.80	80.199		
		2	2.20	2.20	3.80	36.784		
		1	3.00	2.80	3.80	31.920		
						293.151	kg	331.00
								97033
2	For shutter of doors, windows & ventilators including providing and making provision for fixing of fitting wherever required including the cost of PVC/ neoprene gasket required (Fittings shall be paid for separately).	4	3.65	2.60	3.80	144.25		
		3	2.10	3.35	3.80	80.20		
		2	2.20	2.20	3.80	36.78		
		1	3.00	2.80	3.80	31.92		
						293.151	kg	338.00
								99085.0
3	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVC/ neoprenegasket etc. complete. (Cost of aluminium snap beading shall be paid in basic item):							
9.51.3	With float glass panes of 4mm thickness	18	0.60	0.60		6.480		
					net	6.480	sqm	611.00
								3959.28
	कुल :-							रु. 200077
	महायोग :-							रु. 200077.30
						Say		रु. 2.0 lacks


 उप अभियंता
 ग्रा.यां.सोवा,ज.पं.-गुरुर

CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Government College Gurur and the contractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them: -
 - (a) The expression “works” or “work” shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - (b) The “site” shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The “Principal” means Principal, Government College Gurur.
 - (d) The “Officers” means the Principal as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Government College Gurur.
 - (e) “Competent Authority means Principal / Nirman Samiti as the case may be.
 - (f) The term “Engineer-In Charge/ Sub-Engineer/Assistant Engineer” means the Engineer/Su-Engineer/Assistant Engineer decided by Janbhagidari Samiti, Government College Gurur.

Note: - “Words” importing the singular number include plural number and vice-versa,

SECURITY DEPOSIT

Clause 1 –

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

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 (Five) percent from the payment made in the running bills.

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 fifteenth day after the date on which the order to commence the work is issued to the contractor, for a work where completion is up to 6 months.

Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Principal

Clause 3 –

- (i) The Principal may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
 - (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current program or the stoppage has not been authorized by the Principal.
 - (b) The Principal gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within reasonable period of time determined by the Principal in the said notice.
 - (c) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Principal.
 - (d) If he violates labor laws.
 - (e) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The Principal shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorized representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
- (v) In addition to the provision contained in clause 2 above the Principal shall forfeit the earnest money and or security deposit and further recover/deduct/adjust a compensation @ 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

EXTENSION OF TIME

Clause 4 –

- 4.1.** If the Contractor shall desire an extension of time for completion of work on ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Commissioner/CMO positively within 15 days of occurrence of such hindrance(s) and seek specific extension of time (period from to)

In case the grounds shown by the contactor are reasonable, the Principal shall be competent to grant the extension himself:-

Once the Principal /Competent Authority has decided the case of extension of time with reference to the particular application of the contractor, it will not be competent for them to review/change such a decision later on. However, the Competent Authority and the Principal shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contact) or before refusing both. Provided further where the Principal has recommended grant of extension of particular time under clause 5.1 of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, (clause 2) the contractor shall continue with the work till the final decision by Principal.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any, to claim extension of time for such cause of hindrance.

Once the Principal/Competent Authority has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Principal fails to communicate his decision within a period of 30 days of such hearing, it shall be **deemed** that the contractor has been granted extension of time for the period as applied by him.

4.2. Compensation Events: - Compensation Events for consideration of extension of time without penalty.

The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable;

- (a) The Principal does not give access to a part of the site.
- (b) The Principal modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Principal orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.
- (d) The Principal instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- (e) The Principal gives an instruction for additional work required for safety or other reasons.1
- (f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- (g) The Principal unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

FINAL CERTIFICATE

Clause 5 –

On completion of the work the contractor shall be furnished with a certificate by the Principal 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 there of nor until the work; shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES

Clause 6 –

No payments shall ordinarily be made for work estimated to cost less than Rs. 1,000/- (Rs. One Thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Principal But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved by the Engineer - in -charge and passed by Principal 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 accruing of any claim, nor shall it conclude determine, or affect in any way the powers of the Principal 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 work accordingly shall be final and binding on all parties.

Bills to be submitted monthly

Clause 7 –

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Principal shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer/Assistant Engineer concern for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement, book. Based on above record measurement bill shall be corrected /prepared afresh. The contractor shall sign the measurement and the bill. The Principal shall pay running bills by 25th day of the month subject to availability of the funds If the contractor fails to submit, the bill on or before the day prescribed, the Principal after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorized Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor

All such running bill payments are by way of "Advances" and shall be subject to final adjustment.

BILLS TO BE ON PRINTED FORMS

Clause 8 –

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

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

The following percentages will govern the price adjustment for the entire contract :-

S.No.	Components	For Building
01	Labor	25%
02	Cement	10%
03	Steel	10%
04	Bitumen	-
05	POL	10%
06	Other Materials	35%
	Total -	100%

Work to be executed in Accordance with Specification, Drawing, Order, etc.

Clause 9 –

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

requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Variations

Clause 10 - Additions, Alterations in Specifications and Designs.

The Principal 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 the Principal 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, provided the total value of all such increased or altered or substituted work does not exceed 25% of the amount put to tender inclusive of contractor percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

Note: - Such additions, alterations, substitution, shall have to be within the Scope of work tendered for

Rates for works not in schedule of rates

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

If the contractor commences non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the Competent Authority, then he shall be entitled for payment for the work done as decided by the Competent Authority. The decision of the Competent Authority shall be final. Such a decision shall be given by the Competent Authority. Within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by Competent Authority Contractor may either determine his contract if variations exceeds 10 (Ten) % of the Administrative approval, or may apply for extension.

Extension of time in consequence of variations

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Principal shall be conclusive as to such proportion.

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

Clause 11 –

If at any time after the execution of the contract documents, the Principal 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.

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

ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

Clause 12 –

If at any time before the security deposit is refunded to the contractor, it shall appear to the Principal or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Principal to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for 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 Principal in the written intimation aforesaid ,the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten days, during which the failure so, continues and in the case of any such failure the Commissioner/CMO may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Principal consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore

WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT

Clause 13 –

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

NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

Clause 14 –

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

**CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS AFTER
CERTIFICATE OF COMPLETION**

Clause 15 –

If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent ,the contractor shall make good the same at his own expense or in default, the Principal may cause the same to be made good by other workmen and deduct the expense of which certificate of the Principal 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.

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.

Clause 16 –

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 Principal's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution the work whether original, or 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 requirement of the Principal 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 there for to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing & 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 Principal 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 contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & 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 THE WORKMAN'S
COMPENSATION ACT 1923**

Clause 17 –

In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 Principal is obliged to pay compensation to a workman employed by the contractor in execution of the works and will recover from the contractor the amount of compensation so paid Principal 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 Principal to the contractor whether under this contract or otherwise Principal may not be bound to contest any claim made against them under section - 12 sub-sections (1) of the said Act except on the written request of the contractor and upon his giving to Principal full security for all cases for which Principal might become liable in consequence contesting such claim.

LABOR

Clause 18 –

The contractor should get himself registered under contract - labor regulations and abolition Act 1970 including its amendments after getting a certificate from the principal employer.

Clause 19 –

Labor below the age of 14 years - No labor below the age of 14 years shall be employed on the work.

FAIR WAGE

Clause 20 –

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

Explanation –

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the revenue Commissioner/Collector for that period.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to laborers indirectly engaged on the work including any labor engaged by his sub-contractors in connection with the said work, as if the laborers had been immediately employed by him.
- (c) In respect of labor directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the Labor Act in force.
- (d) The Principal shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment to the conditions of the contract for the benefit of the workers non-payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said without prejudice to his right to claim indemnity from his subcontractors.
- (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.

Subletting of works

Clause 21 –

The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible and contractor becomes insolvent and **the Principal shall be empowered to terminate any contract if the contractor sublets the works to some other person on the basis of power of attorney. Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet.**

CHANGE IN THE CONSTITUTION OF FIRM

Clause 22 –

In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Principal for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration.

WORK TO BE UNDER DIRECTION OF ENGINEER/COMMISSINOR/CMO

Clause 23 –

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Principal of Government College Gurur for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.s

ARBITRATION CLAUSE

Clause 24 –

Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to the Principal for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Principal shall give his written instructions and/or decisions, after hearing the contractor and Engineer-in-Charge within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties.

LUMP SUM IN ESTIMATE

Clause 25 –

When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Principal , capable of measurement, the Principal may at the his discretion pay the lump sum amount entered in the estimates , and the certificate in writing of the Principal shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause 26 –

In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by Competent Authority /Engineer-in-Charge for application to works.

Contractor's Percentage whether Applied to Net or Gross Amounts of Bills

Clause 27 –

The percentage referred to at Para 7 of the tender will be deducted from/added to the gross amount of the bills for work done after deduction of the cost of materials supplied by the department.

Claim for Quantities Entered in the Tender or Estimate

Clause 28 –

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate. This is subject to the limitations as provided for in clause 13 and 14 above.

Claim for Compensation for Delay In Starting the Work

Clause 29 –

No compensation shall be allowed for any delay caused, in starting of the work on any other ground or reasons whatsoever.

EMPLOYMENT OF SCARCITY LABOUR

Clause 30 –

If Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometers of the work the contractor, shall employ upon such parts of the work as are suitable for unskilled labor, any person certified to him by the Competent Authority or by any person to whom the Competent Authority may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Competent Authority whose decision shall be final and binding on the contractor.

Royalty on Minor Minerals

Clause 31 –

The contractor shall pay all quarries, Royalty charges etc. and the contractor shall produce the royalty clearance certificate from concerned department. This clearance certificate will be submitted to Principal of Government College Gurur. If contractor fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Principal shall be deposited to the concerned department.

Any change in the royalty rates of minor minerals notified by the state government, after the date of submission of financial offer by the bidder/contractor, then this increase/decrease in the rates shall be reimbursed /deducted on actual basis.

TECHNICAL EXAMINATION

Clause 32 –

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

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

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR


Clause 33 –


If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement. However, if Principal is satisfied about the competence of the surviving, then the Principal shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

PENALTY FOR BREACH OF CONTRACT

Clause 34 –

On the breach of any term or condition of this contract by the contractor they said the Government College Gurur shall be entitled to forfeit the Security deposit or the balance thereof that may at the 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 Government College Gurur to recover further sums as damages from any sums due or which may become due to the contractor by.


Principal
शासकीय नवीन महविद्यालय
Govr. College, Gurur
Dist. - Balod (C.G.)

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