



**PUNYASHLOK AHILYEDI HOLKAR SOLAPUR  
UNIVERSITY SOLAPUR**

**NAME OF WORK : RENOVATION /UPGRADATION OF SCHOOL OF  
EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS  
PRACTICAL AND RESEARCH LABORATORIOS)**

**B-2 TENDER DOCUMENT  
(E-tender)**

**FOR THE WORK OF**

<b>Estimated Amount</b>	<b>:</b>	<b>Rs.</b>	<b>10,22,175/-</b>
<b>Security Deposit</b>	<b>:</b>	<b>Rs.</b>	<b>51,110/-</b>
<b>Earnest Money</b>	<b>:</b>	<b>Rs.</b>	<b>10,230/-</b>
<b>Tender Period</b>	<b>:</b>	<b>6 months (Including Monsoon)</b>	
<b>Tender Notice No.</b>			<b>( E-Tender)</b>

Signature of Contractor

No. of Corrections

Punyashlok ahilyadevi holkar  
Solapur University, Solapur

**I N D E X**  
**2024-25**

**RENOVATION /UPGRADATION OF SCHOOL OF  
EARTH SCIENCES (UP-GRADATION OF CLASS  
ROOMS PRACTICAL AND RESEARCH  
LABORATORIOS)**

NAME OF WORK :-

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Signature of Contractor

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Solapur University, Solapur

**DISCLAIMER**

1. Detailed Time Table for the Various activities to be performed in e-tendering process by the Tenderer for quoting their offer is given in this Tender Document under “Tender Schedule”. Contractor should carefully note down the cut-off dates for the carrying out each e-tendering process / activity.
2. Every effort is being made to keep the Website up to date and running smoothly 24 x 7 by the University and the Service Provider. However, University takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.
3. In that event Solapur University Solapur will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services, or due to such unavailability of the Website or any part thereof or any contents or any associated services.
4. Tenderers must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Solapur University Solapur will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Contractors must get done all the e-tendering activities well in advance.

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## MAIN TENDER DOCUMENT

### E-TENDER PROCEDURE

1. **GUIDELINES TO BIDDERS ON THE OPERATIONS OF ELECTRONIC TENDERING SYSTEM OF SOLAPUR UNIVERSITY, SOLAPUR.**
- 1.1 **BLANK TENDER FORMS**  
Tender Form can be downloaded from the e-Tender Portal of Government of Maharashtra i.e. [www.mahatenders.gov.in](http://www.mahatenders.gov.in) after entering the details of payment towards **Tender Fees as per the Tender Schedule.**
- 1.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the Engineering Section, Solapur University, Solapur, - 413 255 and the same will be made available on e-tendering portal of Government of Maharashtra. <https://www.mahatenders.gov.in>. And this clarification referred to as common set of conditions/deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers.
- 1.3 The tender submitted by the tenderer shall be based on the clarification and shall **be unconditional. Conditional tenders will be summarily REJECTED.**
- 1.4 **All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as no responsive.**
- 1.5 Tenderers should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.
- 1.6 For any assistance on the use of Electronic Tendering System, Users may call the number: **24x7 Help Desk Toll FREE No-18002337315**
- 1.7 Tenderers should install the Mandatory Components available on the Home Page of [www.mahatenders.gov.in](http://www.mahatenders.gov.in) under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings' <https://www.mahatenders.gov.in>.
- 2 **PRE REQUISITES TO PARTICIPATE IN THE TENDERS PROCESSED BY SOLAPUR UNIVERSITY, SOLAPUR.**
- 2.1 **ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELECTRONIC TENDERING SYSTEM:**  
The Contractors interested in participating in the Tenders of Solapur University, Solapur process by using the Electronic Tendering System shall be required to enroll on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) the Electronic Tendering System to obtain user ID. After submission of application for enrolment on the System, the application information shall be verified by the authorized Representative of the Service Provider. If the

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Information is found to be complete, the enrolment submitted by the Contractor shall be approved. The Contractors may obtain the necessary information on the process of

**Enrolment either from Helpdesk Support team or enroll directly on Web site [www.mahatenders.gov.in](http://www.mahatenders.gov.in).**

## **2.2 OBTAINING A DIGITAL CERTIFICATE**

The Digital Certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data/ information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid Preparation. In case, during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate secure and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the partnership Firm. The partnership firm has to authorize a specific individual by an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner is required to authorize in the same form.) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized user will be binding on the Firm. It shall be the responsibility of partners of the firm to inform the certifying Authority or Sub-Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User. The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. For information of the Process of application for obtaining Digital Certificate, the Contractors may visit the section 'Digital Certificate' on the Home Page of the Electronic Tendering System.

## **2.3 RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY**

To operate on the Electronic Tendering System, the Contractors are recommended to use computer System with at least 1 GB RAM and broadband connectivity with minimum 512 kbp band width, Windows 7.0, Java 6.10 and I.E.7.0 and above.

**2.4** To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The utilities are available for download freely from the above

Mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the system, or alternatively, contact the Helpdesk support Team on information / guidance on the process of setting up the System.

### **3. STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE E-TENDERS PROCESSED BY MAHATENDERS**

#### **3.1 PREPARATION OF ONLINE BRIEFCASE**

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage. In Case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or

.rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to Solapur University, Solapur at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation as well as during Decryption.

#### **3.2 ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS**

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenderers released by Solapur University, Solapur on the e-Tendering Portal on <http://www.mahatenders.gov.in> under the Organization of Solapur University, Solapur.

#### **3.3 DOWNLOAD OF TENDER DOCUMENTS**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tenderer, the bidder must purchase the bidding documents online by filling up details of Demand Draft towards the cost of tender form fee.

#### **3.4 ONLINE BID PREPARATION**



Submission of Bids will be preceded by online bid preparation and submission of the digitally signed within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of Solapur University, Solapur. In the Up loadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

#### **3.5 SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail.

**3.6 OPENING OF THE FINANCIAL BIDS**

The Contractors must be present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the Solapur University, Solapur e-Tendering Portal immediately after the completion of opening process.

 <p>पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ ॥ विद्यया संपन्ना ॥ NAAC Accredited-2015 'B' Grade (CGPA 2.62)</p>	<p><b>पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ, सोलापूर</b> <b>Punyashlok Ahilyadevi Holkar Solapur University, Solapur</b> केगाव, सोलापूर - ४१३ २५५, महाराष्ट्र (भारत) दुरध्वनी क्र. ०२१७-२७४४७७१ / ७२/ ७३ (११ लाईन्स), फॅक्स : ०२१७-२३५१३००, संकेतस्थळ: ई-मेल: _</p>	
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**ई- निविदा सुचना क्रमांक----- सन २०२४ (ऑनलाईन).**

पुण्यश्लोक अहिल्यादेवी होळकर, सोलापूर विद्यापीठ, सोलापूर महाराष्ट्र शासनाच्या सार्वजनिक बांधकाम खात्याकडील योग्य त्या वर्गातील नोंदणीकृत कंत्राटदारांकडून खालील कामांकरिता ब- १ नमुन्यातील निविदा ई-निविदा प्रणालीद्वारे (ऑनलाईन) मागविण्यात येत आहे.

ई-निविदा काम क्रमांक	कामाचे नाव	कामाची अंदाजित किंमत	इसारा / बयाणा रक्कम	काम पूर्ण करण्याचा कालावधी	ई- निविदा संचाची किंमत	नोंदणी वर्ग
01	विद्यापीठ पसिरातील भूशास्त्र संकुलामध्ये नुतनीकरणचे काम करण्याबाबत... (वर्ग खोल्या, प्रात्यक्षक कक्ष संशोधन प्रयोगशाळा)	Rs. 10,22,175/-	Rs. 10,230/-	6 months	Rs.3000/- (Non Refundable)	Class VI and Above

**ई- निविदेचे वेळापत्रक**

अ.क्र.	तपशिल	दिनांक	वेळ
१	निविदा प्रकाशीत करण्याचा दिनांक	३०/०९/२०२४	सायंकाळी ०५.४०
२	निविदा विक्री प्रारंभ दिनांक	३०/०९/२०२४	सायंकाळी ०५.४०
३	निविदा विक्री अंतिम दिनांक	२१/१०/२०२४	सायंकाळी ०५.००
४	निविदा सादर करण्याचा प्रारंभ दिनांक	३०/०९/२०२४	सायंकाळी ०५.४०
५	निविदा सादर करण्याचा अंतिम दिनांक	२१/१०/२०२४	सायंकाळी ०५.००
६	निविदा उघडण्याचा दिनांक	२५/१०/२०२४	सायंकाळी ०५.००

टिप :-

सर्व पात्र / इच्छुक निविदाकारांनी निविदापत्रक डाऊनलोड करण्यासाठी व निविदा प्रक्रियंत भाग घेण्यासाठी ई- निविदा प्रणालीच्या <http://mahatenders.gov.in> वर enrol करणे आवश्यक आहे.

निविदाकारांना वर नमुद केलेल्या संकेतस्थळावर ऑनलाईन करणे. संदर्भात व डिजिटल प्रमाणपत्र वितरीत करण्यासंदर्भात काही शंका/अडचणी असल्यास त्यांनी खालील दुरध्वनी क्रमांकावर संपर्क साधावा.

०१२०-४२००४६२/०२१२-४००१००२/२४\*७ Help No- ८८२६२४६५९३

इतर अटी व शर्ती ई-निविदा नमुन्यामध्ये पहावयास मिळतील. सदर कामांची एक अथवा सर्व ई-निविदा कोणतेही कारण न देता रद्द करण्याचे अधिकारी सक्षम अधिकारी यांनी राखुन ठेवलेला आहे. विद्यापीठ अभियंता सोलापूर विद्यापीठ, सोलापूर वरील कामांची ई-निविदा सोलापूर विद्यापीठाच्या [http://su.digitaluniversity .as](http://su.digitaluniversity.as) या इंटरनेटवरील वेबसाईट उपलब्ध आहे.



कुलसचिव  
पुण्यश्लोक अहिल्यादेवी होळकर,  
सोलापूर विद्यापीठ, सोलापूर

Signature of Contractor

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 <p>पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ</p> <p>NAAC Accredited-2015 'B' Grade (CGPA 2.62)</p>	<p><b>पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ, सोलापूर</b> <b>Punyashlok Ahilyadevi Holkar Solapur University, Solapur</b> केगाव, सोलापूर - ४१३ २५५, महाराष्ट्र (भारत)</p> <p>दुरध्वनी क्र. ०२१७-२७४४७७१ / ७२/ ७३ (११ लाईन्स), फॅक्स : ०२१७-२३५१३००, संकेतस्थळ: ई-मेल: _</p>	
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**Phone No. 0217/2744771/72. Fax No. 0217/2744770**  
**E-TENDER NOTICE NO. FOR 2024-25**

Punyashlok ahilyadevi holkar] Solapur University, Solapur invites sealed online B-1 tenders for the following work from the contractors Registered with Government of Maharashtra Public Work Department in appropriate class.

Sr. No.	Name of Work	Estimated Cost Rs.	Earnest Money Rs.	Time limit of completion	Cost of e-Tendered form fee RS.	Class of Contractor
01	RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS	Rs.10,22,175/-	Rs. 10,230/-	6 months	Rs. 3,000/- (Non Refundable)	Class VI and Above

### E-tender time

Sr. No	Description	date	Time
1	Tender Publish date	30/09/2024	05.40 p.m
2	Tender sale date	30/09/2024	05.40 p.m
3	Tender sale last date	21/10/2024	05.00 p.m
4	Tender submit date From	30/09/2024	05.40 p.m
5	Tender submit last date	21/10/2024	05.00 p.m
6	Tender open date	25/10/2024	05.00 p.m

- All eligible/interested contractors are download and mandated to get enrolled on e-tender portal <http://mahatenders.gov.in> and further need to empaneled online on sup portal <http://su.digitaluniversity.ac> in the appropriate category applicable to them.
- 0120-4200462/0120-4001002 / 24\*7 Help No.- 8826246593
- Other term and condition Displayed in online e-tender forms.
- Right to reject any or all online bid of work without assigning any reasons thereof is reserved.
- Above Tender Notice is displayed on <http://su.digitaluniversity.ac> and website <http://mahatenders.gov.in>

**REGISTRAR**  
**PAH Solapur University,**  
**Solapur**

Signature of Contractor

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**PUNYASHLOK AHILYADEVJI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR**

**Original Agreement No.** : **B-1/**

**Name of Work** : **RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)**

**Name of Contractor** :

**Number & Date of Work Order** :

**Amount put to Tender** : **Rs. 10,22,175/-**

**Percentage quotes** :

**Amount of Contract** :

**Date of Commencement** :

**Time stipulated for completion of work** : **6 Calendar months including monsoon.**

**Date of completion as per Agreement** :

**Actual date of completion** :

**Reference to sanction of Tender.** :

**Signature of Contractor****No. of Corrections****PAHSUS**

## DETAILS OF WORK

Name of Work : RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)

Estimated cost of work : Rs. 10,22,175/-  
Civil Work

Earnest Money : Rs. 10,230/-

The EMD applicable amount shall be paid via Online using NEFT/RTGS or payment gateway mode only.

Total Security Deposit 5% (Five Percent).

(i) Initial Security Deposit 2.5% : Rs. 25,555/-

(ii) And Further Security Deposit to be deducted  
From bills. 2.5% : Rs. 25,555/-

Total Security Deposit (5% Percent). : Rs 51,110/-

Registration Class of Contractor : Class VI and above

### TENDER SCHEDULE

1) Cost of Blank Tender Form	Rs.	3,000/-
2) Download period of online Tender	Dt.	30/09/2024 at 05.40 pm. To 21/10/2024 at 05.00 pm.
3) Last date and time for online raising of technical points for clarification (Pre-bid Meeting)	-	
4) Tender open date	Dt.	25/10/2024 at 05.00 pm.

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6) Receipt of online EMD / If EMD exempted then EMD exemption Certificate, stamp paper of Rs. 100/- bond Affidavit (Original) in prescribed format given in Annexure I sworn before Executive Magistrate / Notary and

Tender Document fees, to be paid online only via Payment Gateway mode .

Document Tender Fee and EMD to be paid via online mode only. if EMD exempted then EMD exemption Certificate shall be uploaded online.

Note-(1) Those Contactors who have submitted their bids on- line shall submit-----

- a) Online D.D. of Tender Form Fee 2000/-and
- b) Earnest Money Deposit in the form of FDR in original or copy of Exemption Certificate .....

In the Office of Registrar  
Solapur University, Solapur.

(2) Those contractors who have submitted their bids on line but not submitted---

- a) Online D.D. of Tender Form Fee 2000/-and
- b) Earnest Money Deposit in the form of FDR in original or copy of Exemption Certificate....

In the Office of Registrar,  
Solapur University, Solapur.

(3) (a) Such non submission Online System of Tender form Fee mentioned at (2) above shall be treated as nonpayment of amount due from the contractor and shall be recovered from the contractor, and the recovery from the contractor shall proceed as per procedure mentioned in Govt .Circular No. CAT-1278/(58-II)-Desk-2 dated 05.01.1979

and the tender i.e. opening of envelope No. 1 and 2 shall be carried out as if the contractor has paid the tender fee amount.

(3) (b) The copy of EMD submitted online is as per the requirement of tender condition, and not submitted as (2) above, a letter to the FDR issuing Bank will be given for encashment and encashed amount shall be taken as E.M.D.

With action taken as 3 (a) and 3(b) above even if contractor has not submitted Online System

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Of Tender Form Fee and E.M.D. (as Mentioned in 2 (a) and (b) above) the bid Opening process shall be done.

(4) In case the Demand Draft and Fixed Deposit Receipt submitted on line does not Match when he submits it as required under (1) Above and bidder tries to mislead The Solapur University by Submitting wrong Information, legal action under IPC shall be Initiated against the bidder.

(5) If the concern office refuses to acceptor documents then the contractor should approach the next higher authority in writing immediately.

6) Place, Date and timing of Opening Technical and Financial Bid	Dt. 25/10/2024 at 05.00 pm. in the office of Punyashok ahilyadevi holksr Solapur university solapur. (if possible) If it is not possible to open it on the date specified above, the Bid opening authority should communicate the change in opening date which shall not be less than three working days after the date of communication(Excluding date of Communication) on E-tendering web-site.
7) Validity Period	180 Days
8) Time limit for ion of work	6 Months

**TO BE FILLED BY THE CONTRACTOR**

I / We have quoted my / our offer in percentage rate in words as well as figures. I /We further undertake to enter into contract in regular "B-2" Form of Solapur University Solapur.

Name and signature of Contractor :

Power of Attorney holder :

With complete Address :

**PUNYSHLOK AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY SOLAPUR**

**INVITATION FOR TENDERS**  
**DETAILED TENDER NOTICE TO CONTRACTOR**

**Name of Work** : RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES  
(UPGRADATION OF CLASS ROOMS PARTICAL AND RESEARCH LABORATORIOS)

1.0 Online percentage rate tenders in 'B-1' Form are invited by the Solapur University, Solapur for the following work from Contractors registered in appropriate class of the **Solapur University, Solapur** of The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

Sr. No.	Name of work	Estimated Cost (Rupees)	Earnest Money (Rupees)	Security Deposit (Rupees)	Class of Contractor in Tender	Time limit (Calendar months)
1.	RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)	10,22,175/-	10,230/-	Initial Rs. 25,555/- through Bills Rs. 25,555/- Total 51,110/-	VI & Above	06 (Six) Calendar Months including Monsoon.

1.1 Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-tendering portal of Solapur University Solapur, University of Solapur i.e. 'http://:pwd.Solapur.etenders.in ' to the registered Contractors of appropriate category i.e. **Class VI & above** after entering the details payment of Rs. 3,000/- should be made online using payment gateway. The fees of tender document will be non refundable. Further information regarding the work can be obtained from the above office.

1.2 The hard copy of tender should be submitted in any one of the following office within 72 hours from last date of online submission of tender (1) University Engineer, Solapur with the name of the work written at the top of the envelope.. Bids will be opened as per the Tender Schedule, in the presence of such intending Tenderers or his/ their authorized representatives who may be present at that time.

1.3 The offer of the Contractor shall remain Valid for acceptance for a minimum period of **60 days** from the date fixed for opening of Envelope No. 2 (Main Tender) and thereafter until it is withdrawn by the Contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

1.4 The tender notice shall form a part of the contract agreement.

1.5 The tenders are invited on the Departmental design only.

1.6 The tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company ( as the case may be) and the name of the partner who holds the power attorney if any, authorizing him to conduct transaction on

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Behalf of the Firm or Company.

1.7 Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/ amendments if any, shall be communicated in the form of corrigendum or by a letter as may be considered suitable.

1.8 The tenderer shall enter his percentage rates in words and figures " below / above" In case there is difference between percentage written in figures and words, the lower offer will be taken as final.

1.9 No pages should be removed from, added in or replaced in the Tender.

1.10 Right is reserved to reject any or all tenders without assigning any reason thereof.

1.11 Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

1.12 The Tenderer may, in the forwarding letter, mention any points he may wish to make clear but right is reserved to reject the same of the whole of the tenders if the same become conditional tender thereby.

## GENERAL

a) **Time limit** : The work is to be completed within time limit as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

b) **Tender Rate**: No alteration in the form of tender and the schedule of tender and no additions in the scope or special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts.

c) **Tender Units**: The tenderers should particularly note the unit mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.

d) The Income Tax @ 2% or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.

### 2.0 **EARNEST MONEY:**

2.1 Earnest money of Rs. 10,230/- in words shall be be paid via online using NEFT/RTGS or payment gateway mode. In case of EMD exemption, scanned copy of Valid E.M.D. Exemption Certificate. The said amount of earnest money shall not carry any interest whatsoever.

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2.2 Scanned copy of Valid earnest money exemption certificate will also be accepted in lieu of earnest money deposit. The tenderers who are exempted from payment of earnest money deposit should attach attested copy of certificate from University of Solapur regarding exemption from the payment of earnest money.

2.3 Tender of those who do not deposit earnest money in one of the above acceptable forms shall be summarily rejected. Earnest money in any other form of cash or cheque will not be accepted.

2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or on expiry of the Validity period whichever is earlier.

In case of the successful tenderer, it will be refunded on his paying the initial security deposit and completing the tender documents or will be transferred towards a part of security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the University.

2.5 Earnest money of the un-successful tenderers will be refunded on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the Validity period whichever is earlier.

### 3.0 TENDERING PROCEDURE

#### 3.1 Blank Tender Forms

Tender Forms can be purchased from the e-Tendering Portal of Solapur University Solapur, University of Solapur i.e. <http://mahatenders.gov.in> after paying Tender Fees via online mode as per the Tender Schedule.

#### 3.2 Pre-Tender Conference

3.2.1 Contractor may raise any points regarding the work Online or conference is open to

3.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same shall be uploaded on the portal <http://mahatenders.gov.in> and this clarification referred to as Common Set of Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally/ online by the contractor in pretender conference and not finding place in C.S.D. issued after the pre- bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regard.

3.2.3 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the University, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

3.2.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non responsive. The tenderer should clearly mention in forwarding letter that his offer (in envelope No. 1& 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

3.2.5 Tenderers should have Valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested

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Bidders should go to <http://mahaetenders.in/mah/DigitalCertLasp> and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

3.2.6 For any assistance on the use of Electronic Tendering System, the Users may call the below numbers: Landline No. - 022 - 27560149

3.2.8 Tenderers should install the Mandatory Components available on the Home Page of <http://mahatenders.in> under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'

3.3 Guidelines to Bidders on the operations of Electronic Tendering System of Solapur University Solapur.

All the contractors registered in appropriate class and willing to participate in e-tendering process shall enroll their name/ Firm on the portal <http://mahaetenders.in> for download of tender documents etc.

3.4 Pre-requisites to participate in the Tenders processed by Solapur University Solapur:

1. Enrolment and Empanelment of Contractors on Electronic Tendering System: The Contractors interested in participating in the Tenders of Solapur University Solapur - processed using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved. For participating in Limited and Restricted tenders the registered vendors have to apply for empanelment on the sub-portal of UNIVERSITY in an appropriate class of registration. The empanelment will have to be approved by the respective officer from the Solapur University Solapur. Only empanelled vendors will be allowed to participate in such tenders. The Contractors may obtain the necessary information on the process of enrolment and empanelment either from Helpdesk Support Team or may visit the information published under the link Enroll under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

2. Obtaining a Digital Certificate:

The Bid Data that is prepared online is required to be encrypted and the hash Value of the Bid Data is required to be signed electronically using a Digital Certificate (Class - II or Class - III). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of University of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate. Bid data / information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data / information and sign the hash Value. During the Bid Preparation and Hash Submission stage. In case during the process of preparing and submitting a Bid for a particular Tender, the Contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need. In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize)

to use the digital certificate as per Indian Information Technology Act, 2000. Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of **University of Solapur** as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User. The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. For information on the process of application for obtaining Digital Certificate, the Contractors may visit the section Digital Certificate on the Home Page of the Electronic Tendering System.

### 3. Recommended Hardware and Internet Connectivity:

To operate on the Electronic Tendering System, the Contractors are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth.

### 4. Set up of Computer System for executing the operations on the Electronic Tendering System:

To operate on the Electronic Tendering System of University of Solapur, the Computer System of the Contractors is required be set up. The Contractors are required to install Utilities available under the section Mandatory Installation Components on the Home Page of the System. The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the E-Tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System, or alternatively, contact the Helpdesk Support Team on information / guidance on the process of setting up the System.

### 5. Payment for Service Provider Fees:

#### 5.1 Steps to be followed by Contractors to participate in the e-Tenders processed by SUS

##### 1. Preparation of online Briefcase:

All Contractors enrolled on the Electronic Tendering System of University of Solapur are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the online briefcase to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The Contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash Submission stage. In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single .pdf file of all the documents of same type or compress the documents in a single compressed file in .zip or .rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore, the Contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to UNIVERSITY at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Encryption stage.

## 2. Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by **UNIVERSITY** on the home page of **UNIVERSITY** E-Tendering Portal on under the section Recent Online Tender.

## 3. Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of Tender Form Fee.

## 4. Online Bid Preparation and Submission (Seal) of Bids:

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS , NEFT or payment gateway .For EMD payment, If bidder use NEFT or RTGS then system will generate a challan (in two copies). With unique challan No specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank. Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realised with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in nonparticipation in the aforesaid eTender.

### Note:

\* Realization of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT/RTGS payment activity should be completed well before time. NEFT/RTGS option will be depend on the amount of EMD. Help File regarding use of ePayment Gateway can be downloaded from eTendering portal.

### Notes:

- a. The Contractors upload a single document or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The bid hash Values are digitally signed using Valid Class - II or Class - III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash Value. Of bid data is generated, the Contractors cannot make any change / Addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both, Pre-bid / Pre-qualification and Financial Bidding Processes.

## 6. Bids (submitting the Bids online):

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time, the Contractors are also required to upload the files for which they generated the Values during the Bid Preparation and Hash Submission stage. The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Submission stage within the stipulated time will not be allowed to decrypt/ reencrypt the Bid data / submit documents during the stage of of Bids (submitting the Bids online).

## 7. Shortlisting of Contractors for Financial Bidding Process:

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The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. The shortlisted Contractors will be intimated by email.

#### 8. Opening of the Financial Bids:

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the **UNIVERSITY** e-Tendering Portal immediately after the completion of opening process.

#### 9. Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage under the column "Contractor Stage" as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended

#### Terms and Conditions for Online-Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of UNIVERSITY Solapur, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered SBI Bank in association with E Tendering Service provider and Payment Gateway Service provider through UNIVERSITY Solapur website i.e. [http://pwd.mahaetenders.in.\(NIC\)](http://pwd.mahaetenders.in.(NIC)) Each User is therefore deemed to have read and accepted these Terms and Conditions. Privacy Policy the Merchant respects and protects the Privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy. This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User. Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any Valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

#### General Terms and Conditions for E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of University of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with

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Any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.

3. If any part of these Terms and Conditions are determined to be in Valid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the inValid or unenforceable provision will be deemed superseded by a Valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.

6. Refund for Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.

8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment,, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.

ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment. However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**Limitation of Liability**

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.

2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.

3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:

(i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or

(ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services. The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

**Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.

2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.

3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.

4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very



Important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

#### Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.

2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:

- i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
- ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

#### Personal Information

3. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.

4. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.

5. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information Privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

6. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

#### 7. Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment

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**Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.**

**3.6 ONLINE ENVELOPE NO. 1: (Documents)**

The bidder must purchase the bidding documents via online mode by filling the cost of Tender.

**3.6.1) The Earnest money of minimum 24893/- shall be paid via online using NEFT/ RTGS/DD/FDR payment gateway mode only.**

**3.6.2) Scanned copy of Certificate as a Registered Contractor with the Government of Maharashtra in Public Works Department in appropriate class as may be Applicable (True Copy Thereof duly attested by a Gazetted officer)**

**3.6.3) Scanned copy of PAN number, Acknowledgement of I.T. Return of previous financial years, Audited Balance sheet of previous Three financial years.**

**3.6.4) Use of Specialized Machinery.**

Sr. No.	Type of Equipment
1.	Ordinary Concrete Mixer

**3.6.5) Scanned copy of Details of the other works tendered for and in hand with the Value.**

Of the work unfinished on the last date of acceptance of tender (in Form No.1). The certificate from the head of the offices under whom the works are in progress should be enclosed.

**3.6.6) Scanned copy of a list of modern machinery and plants immediately available with the tenderer for use on this work and list of modern machinery proposed to be utilized on this work but not immediately available and the manner in which it is**

**Proposed to be procured. (In Form No.2, 2A)**

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- 3.6.3) Scanned copy of Details of work of similar type and magnitude carried out by the contractor (in Form No.3)
- 3.6.4) Scanned copy of Details of works carried out in the interior, Backward and Hilly Area during the preceding 5 years (in Form No.4) ( if applicable).
- 3.6.5) Scanned copy of Details of technical personnel on the rolls of tenderer (in Form No.5).
- 3.6.6) Scanned copy of attested copy of Registered Partnership Deed, Memorandum of Articles of Association, if the tenderer is a Partnership Firm, Joint Stock Company and Power of Attorney and Firm Registration Certificate if any.
- 3.6.7) Scanned copy of Details of work done during last five years with the Value. of work unfinished. (In Form No.6)
- 3.6.8) Scanned copy of Valid Professional Tax registration Certificate and Professional Tax Clearance certificate with list of employees duly attested by professional Tax Officer.
- 3.6.9) Scanned copy of original Valid GST registration Certificate from Solapur State GST Department. (Solapur GST Tax Act 2017)
- 3.6.10) Scanned copy of Affidavit in respect of genuines of documents contained in the envelope no 1 in the prescribed preform provided with tender set. (Affidavit on Rs. 500 bond must be given separately for each work. Affidavit given for more than one work collectively on one bond will not be accepted.)

**Note.1.** Numbering should be done for all papers contained in Envelope No. 1 and indexed.  
 Note Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified if they have made misleading or false representation in the forms statement and attachments submitted as proof of the qualification requirements and / or record of post performance such as abandoning the works, not properly completing the contract, in ordinate delays in completion litigation history or financial failures etc.

**Allowable life of machinery to be used on works.**

1. The life of new machinery will be considered as 15 years.
2. There will no need of checking by SE (Mechanical) for first 10 Years.
3. After 10th year, the contractor will get machinery certified every year from SE/ACE (Mechanical) and produce his certificate of fitness. The certificate will be required for machinery where it is necessary and not issued by RTO.

### 3.7 ONLINE ENVELOPE No.2 TENDER (FINANCIAL BID)

The second online envelope "Envelope No.2" shall contain only the main tender including the Common Set of Conditions / Deviation issued by the Department after the pre-tender Conference. A tender submitted without this would be considered as in Valid.

The Tenderer should quote his offer duly signed in terms of percentage of estimated rates at the appropriate place of tender documents to be submitted only in Envelope No.2 He should not quote his offer anywhere directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions issued / Additional stipulations made by the Department as informed to him by a letter from Chief Engineer / University Engineer after Pre-Tender Conference. His tender shall be unconditional.

**3.8 SUBMISSION OF TENDER:-**

Refer to Section 'Guidelines to Bidders on the operations of Electronic Tendering System of Solapur University Solapur' for "Extension of Canteen at Solapur University, Solapur "

**3.9 OPENING OF TENDER:-**

On the date specified in the Tender Schedule following procedure will be adopted.

**(A) ENVELOPE No.1 :- ( Documents)**

First of all Envelope No.1 of the tender will be opened online to verify its contents as per requirements. If the Various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.

The decision of the tender opening authority in this regard will be final and binding on the contractors.

**(B) ENVELOPE No.2: (Financial Bid)**

a) This envelope shall be opened online immediately after opening of Envelope No.1, only if contents of Envelope No.1 are found to be acceptable to the Department. The tendered rates in Schedule 'B' or percentage above/below the estimated rates shall then be read out. In the presence of bidders who remain present at the time of opening of Envelope No.2.

**4.0 EARNEST MONEY:**

a) Earnest money shall be paid via online using NEFT /RTGS or payment gateway mode. After tender opening, the EMD of the unsuccessful bidder will be returned to account provided by the bidder during the bid preparation as given in Challan under Beneficiary Account Number.

b) The amount will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on his paying initial Security Deposit and completing the tender documents in Form B-1.

**5.0 SECURITY DEPOSIT:**

5.1 The successful tenderer shall have to pay 50% initial security deposit in Online or in shape of National Saving Certificate or Fixed Deposit Receipt or Bank Guarantee payable at Solapur pledged in favor of Solapur University, Solapur or Bank Guarantees from a Nationalized / Scheduled Banks payable at Solapur in the

Enclosed form and complete the contract documents failing which his earnest money will be forfeited to University. The balance 50% security deposit will be recovered from the R.A. bill at 5% of the bill amount. Amount of total Security Deposit to be paid shall be 5% of the cost of accepted tender or estimated cost put to tender whichever is higher.

Initial Security Deposit may be in Bank Guarantee Form in format of tender document for full period of completion of work and it should be extendable up to expiry of valid extension if any as directed by Engineer-in charge.

- 5.2 All compensation or other sums payable by the Contractor under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by University on any account and in the event of the security being reduced by reason of any such above noted deductions, the Contractor shall within 10 days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
- 5.3 There shall be no liability on the Department to pay any interest on the Security Deposited by or recovered from the Contractor.

The Security Deposit shall be refunded after completion of defect liability period prescribed for this contract in accordance with the provisions in Clause 1 and 20 of the contract.

- 6.00 **ADDITIONAL PERFORMANCE SECURITY** ; - Demand Draft of any Nationalized/Scheduled Bank for Additional Performance Security Deposit for Quoting Offer More than 1% below the tender cost. (As Per Govt. Letter. Dated 27.06.2018, and No. CAT 2017/PRA.KRA 8/ Bldg-2/dt. 26.11.2018).

As per the directives laid down in University Of Solapur, Solapur University Solapur, Marathi Resolution No. CAT 2017/PRA.KRA 8/ Bldg-2/dt. 27.06.2018, and No. CAT 2017/PRA.KRA 8/ Bldg-2/dt. 26.11.2018, If the bidder intends to quote his offer below more than 1 % of the Bid cost of the department then such bidder should submit original Demand Draft from any Schedule Bank or Nationalized Bank against Additional Performance Security within 8 days as mentioned below.

- A) If the Bidder intends to quote his offer below more than 1 % up to 10 % of the estimated cost put to Bid then he should submit a Demand Draft of any Nationalized/Scheduled Bank amounting to 1% of the Bid cost of the department towards Additional Performance Security.
- B) If the Bidder intends to quote his offer more than 10 % below the estimated cost put to Bid then he should submit Additional Performance security 1 % for every percent after 10 % below percentage in addition to the cost of 1% Additional performance security mentioned above clause A for quoting below offer.

(e.g. If Bidder quotes his offer 15 % below the estimated cost put to bid, then he should submit  $15 - 10 = 5$  % Additional Performance security + 1% Additional Performance security = 6 % amount of the cost put to bid as a total Additional Performance Security.)

- C) If the Bidder intends to quote his offer more than 15 % below the estimated cost put to Bid then he should submit Additional Performance security 2 % for every percent after 15 % below percentage in addition to the cost of 1% Additional performance security mentioned above clause A and 5 % Additional performance security mentioned above clause B for quoting below offer.

(eg. If Bidder quotes his offer 19 % below the estimated cost put to bid, then he should submit  $19 - 15 = 4$  % x 2 = 8 % Additional Performance

security + 1% Additional Performance security as per Clause A and 5 % Additional Performance security as per Clause B i.e. Total (1+5+8) =14 % amount of the cost put to bid as a total Additional Performance Security.)

If the amount of Additional Performance Security as required above (under A ,B & C) is not submitted by the bidder within 8 days, then offer of lowest tenderer will be treated as "Non Responsive" and will not be considered and rejected. Second lowest bidder will be asked in writing to reduce his offer up to offer of the lowest tenderer. If second lowest bidder is ready to reduce his offer up to the offer of lowest bidder, then this reduced offer of second lowest tenderer will be considered if it is acceptable.

- 1) Such Demand Draft of any Nationalized/Scheduled Bank shall strictly issued only by the Nationalized Bank or Scheduled Bank in favour of in the University Engineer, Public Works Division No.2,Solapur.
- 2) The Demand Draft of any Nationalized/Scheduled Bank should bear the MICR and IFSC Code Number of the issuing bank.
- 7) If it is found that the Demand Draft of any Nationalized / Scheduled Bank as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be Forfeited and his registration as a contractor of Solapur University Solapur will be suspended. & he will be entered in the Black List.

The amount of the Additional performance security shall be refunded as per the tender Conditions.

Non submission of additional security deposit / performance security or submission of

Less amount of the additional performance security deposit by the bidder within 8 Days shall be liable to summarily rejection of his tender.

- 6.1. This additional performance security deposit shall be extendable up to expiry of Valid extensions if any and it shall be refunded along with the final bill, after Satisfactory completion of work; the certificate of which shall be issued by the University Engineer before releasing the additional security deposit.

## **7.0 DOWNLOADING OF TENDER FORM**

Information regarding contract as well as blank tender forms can be downloaded from the e-tendering website upon providing the details of The payment of cost as detailed in the N.I.T.

- 8.0 The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason therefore.
- 9.0 (a) The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labour conditions and in general with all the necessary Information and data pertaining to the work, prior to tendering for the work.
- 9.1 (b) The data whatsoever supplied by the Department along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Department accepts no responsibility whatsoever either for the accuracy of Data or for their comprehensiveness.

- 10.0 The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the Department. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to University. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.
- 11.0 **POWER OF ATTORNEY:**  
If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.
- 12.0 The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.
- 13.0 No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor
- 14.0 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of University dues from the Contractors will be affected from the payment due to the Contractor from any other University works under execution with them.
- 15.0 All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- 16.0 The Income Tax at 2.00 % including surcharge or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill, advance payment or secured advance.
- 17.0 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a Valid concurrent license issued in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.
- 18.0 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
- 19.0

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**19.00 VALIDITY PERIOD**

The offer shall remain open for acceptance for minimum period of **60 days** from the Date of opening of Envelope No.2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

**20.00** After completion of the e-tendering process, the successful bidder will have to submit the hard copy of downloaded tender document and drawings duly signed on each page by the contractor or his authorized signatory. The tender should bear full signature of the tenderer, or his authorized power of attorney holder in case of Firm.

**21.0** Contractor shall submit a certificate to the effect that “All the payments to the labour /Staff are made in the bank accounts of staff linked to Unique Identification Number (AADHAR CARD).” The certificate shall be submitted by the contractor within 60 days from the commencements of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencements of contract.

**FORM – III****Details of works of similar type and  
magnitude carried out by the Contractor**Name of the  
Tenderer:

---

<b>Sr. No.</b>	<b>Name of work</b>	<b>Cost of work</b>	<b>Date of starting</b>	<b>Stipulated date of period of completion</b>	<b>Actual date of completion</b>	<b>Remarks</b>
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**SPECIMEN FORM**

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**FORM – IV**

**Details of works executed in the interior, backward and hilly areas during the preceding 5 years (If applicable)**

Name of tenderer:

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<b>Sr. No.</b>	<b>Name of work</b>	<b>Cost of work</b>	<b>Date of Starting</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Remarks</b>
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**SPECIMEN FORM**

**Signature of Contractor**

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**FORM – V****Details of Technical Personnel available with  
Contractor**

Name of the Tenderer:

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<b>Sr. No.</b>	<b>Name and Designation</b>	<b>Qualification</b>	<b>Whether working field or office</b>	<b>Experience of execution of similar works</b>	<b>Period for which the personis working with the tenderer</b>	<b>Remarks</b>
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**SPECIMEN FORM**

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**FORM NO.VI****STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONSTRUCTION WORKS  
DURING LAST THREE YEARS**

NAME OF CONTRACTOR:-

Sr. No.	Name of	Amount to Tender/ Tendered cost	Agreement No.	Date of Commencement	Amount of work done during each of last three years (Rs. in lakhs)			Amount of work still remaining to be executed 2024-2025  (Rs. In lakhs)	Remarks
					2019 2020	2020 2021	2021 2022		
1	2	3	4	5	6	7	8	9	10
Grand Total :-									

Outward No. and Date of Certificate issuing authority

University Engineer

Signature of Contractor

No. of Corrections

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## ARTICLES OF AGREEMENT

( This document should be on Original Stamp Paper of Rs. 100/- not on Xerox Copy)

(On Stamp Paper of worth Rs. 100/-)

This Agreement of Hire of Machinery made and executed at \_\_\_\_\_ on this, the \_\_\_\_\_ day of the month of \_\_\_\_\_ 200.

**BETWEEN:**

1) Shri. / M/s \_\_\_\_\_

A Sole Trading concern Pvt. Ltd. Co. / Public Ltd. Co. / Partnership Firm registered under the provisions of respective Acts in force and having his /their Office situated.

Who is a,

- i) Sole Proprietor of the above mentioned concern.
- ii) Partner of the above mentioned partnership firm.
- iii) Holder of power attorney of the above mentioned firm, University Director or Manager of the above mentioned Company as approved by the present Board of Director of the above mentioned Company.

Hereinafter for the sake of brevity referred to as "The Owner" (which expression shall, unless it be repugnant to the meaning of context thereof, mean and included the firm of all partners of the Firm, the company at material time and their successors).

Party of the First Part

AND

2) Shri. / M/s \_\_\_\_\_

A Sole Trading concern Pvt. Ltd. Co. / Public Ltd. Co. / Partnership Firm registered under the provisions of respective Acts in force and registered University contractors registered in appropriate Class with University of Solapur Having his / their Office situated at \_\_\_\_\_ and managed by Shri. \_\_\_\_\_

Who is a,

- i) Sole Proprietor of the above mentioned concern.
- ii) Partner of the above mentioned partnership firm.
- iii) Holder of power attorney of the above mentioned firm, University Director or Manager of the above mentioned Company.

Hereinafter for the sake of brevity referred to as "The Hirer" (which expression shall, unless it be repugnant to the meaning of context thereof, mean and included the firm of all partners of the Firm, the company at material time and their successors).

Party of the Second Part

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Where in the party of the first part herein is an absolute owner of the

\_\_\_\_\_  
Name of Machine/s

And substantiate or establish it the documentary evidence in token of voucher enclosed. Whereas party of the second part herein is a registered University Contractors as stated in appropriate Class with University of Solapur.

AND whereas the party of the second part is or is likely to submit the tender for

\_\_\_\_\_  
University Engineer /  
University Engineer, \_\_\_\_\_

AND WHERE AS the party of the second part intends to use the machinery of the said work as is being stipulated by the Department and desirous of taking the one /s on the monthly hire charges basis.

AND WHERE AS the party of the first part, is desirous of giving machinery on hire charges basis to the party of second part.

AND WHERE AS to these presents are desirous of recording the terms and of the agreement, reduce the same to writing.

Now therefore, this articles of agreement witnessed as under:

One /s to be hired.

It is hereby agreed between the parties to these presents that \_\_\_\_\_

\_\_\_\_\_  
Name of Machine / s

Of the second part has agreed to pay an amount of Rs. \_\_\_\_\_ to the party of the first part on account of monthly wages of the machine /s as detailed below at the end of each month.

The party of Second part shall also pay an amount of Rs. \_\_\_\_\_ as interest deposit to the party of the first part at the time of intimation in writing. This deposit \_\_\_\_\_ shall either be refunded by the First Part to the party of the Second Part or shall be adjusted in the final of the hire charges of the machine /s.

Name of Machine

Monthly rate of hire charges.

Date of Hire:

It is hereby expressly declared by the parties to the presents that the machine /s shall be hired on and from the date of commencement of the work being awarded or that would be awarded by the University Engineer, \_\_\_\_\_  
\_\_\_\_\_ to the party of the second part herein.

3. It is hereby agreed by and between the parties to these presents that instant agreement shall remain in force from the date of hire as specified in Clause -2 above to the date of either completion of the work in question or six months from the date of hire whichever period expires later.

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4. **Possession :**

The party of the first part has agreed to deliver the possession of the machine /s that would be hired as described in Clause one above in good working condition along with its operational crew and all the necessary accessories of the machine / s being hired to the party of the second part within eight days from the date of intimation in writing given by the party of the second part to the party of the first part.

5. **Mode of payment :**

Monthly hire charges of the machine /s as specified in Clause one above shall be paid by the party of the second part as on the last day of each month by issuing a crossed Account Payee Cheque or Crossed Account Payee Demand Draft.

6. **Repairs and Maintenance :**

It is hereby agreed by the party of the first part that it shall bear all day to day expenses of the machine /s on account of fuel, oil and lubricants, operations, maintenance and repair charges during the currency of the period for which machine/s let out on hire charges to the party of the second part. It is further agreed that if the party of the second part spends on the operations, repairs and maintenance for the machine /s hired by it, the party of the second part has every right to deduct the said amount from the monthly hire charges payable to the party of the first part.

7. The party of the first part shall always keep the machine /s in good working conditions that are given on hire charges basis to the party of the second part. It is further agreed that the day spend on repairs and maintenance shall be excluded for the purpose of calculating the monthly hire charges.

8. The party of the second part shall have right to deduct the Income Tax at source at the prescribed rate of the provisions of Income Tax Act as ordered by the University of India, are applicable.

In Testimony where of the parties to these present have set and subscribed their respective signatures on the day, month and year herein above written.

Party of the First Part

Party of the Second Part

Signed Executed  
And delivered for and on  
Behalf of  
Shri./ M/s \_\_\_\_\_  
\_\_\_\_\_

Signed Executed  
And delivered for and on  
Behalf of  
Shri. /M/s \_\_\_\_\_  
\_\_\_\_\_

In presence of:

1) \_\_\_\_\_  
2) \_\_\_\_\_

AFFIRMED AND EXECUTED  
BEFORE ME

NOTARY

Signature of Contractor

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(On Stamp Paper of worth Rs. 100/-)

**MODEL FORM OF BANK GUARANTEE BOND**

In consideration of the Governor of Maharashtra (hereinafter referred to as "The University") having agreed to exempt \_\_\_\_\_ (hereinafter referred to as "The Contractor") from depositing with the University in cash the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the security deposit payable by the Contractor to the University under the terms and conditions of the agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ and made between the University of the one part and the Contractor of the other part (hereinafter referred to as "the said agreement") for \_\_\_\_\_ as security for the observance and performance by the Contractor of the terms and conditions of the said agreement, on the contractor furnishing to the University a guarantee in the prescribed form of scheduled bank in India being in fact these present in the like sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only). We \_\_\_\_\_ BANK / LIMITED registered in India under \_\_\_\_\_ Act and having one of our local Head Office at \_\_\_\_\_ do hereby:

1. Guarantee to the University :
  - a) Due performance and observance by the Contractor of the terms, covenants and conditions on the part of the Contractor contained in the said agreement, AND
  - b) Due and punctual payment by the Contractor to the University of all sums of money, losses, damages, cost charges, penalties and expenses payable to the University by the Contractor under or in respect to the said agreement
2. Undertake to pay to the University on demand and without demur and notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of tribunal relating thereto the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or such less sum may be demanded by the University from us our liability hereunder being absolute and unequivocal and agree that.
3. a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said agreement and that the same will continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been duly paid and its claims satisfied or discharged and till the University certifies that the terms and conditions of the said agreement have been fully, properly carried out by the Contractor.
  - b) We shall not be discharged or released from the liability under this guarantee by Reasons of
    - i) any change in the constitution of the bank or the Contractor or ;
    - ii) any arrangement entered into between the University and the Contractor with or without our consent ;
    - iii) any forbearance of indulgence shown to the Contractor ;
    - iv) any Variation in the terms covenant or conditions contained in the said agreement ;
    - v) any time given to the Contractor or ;

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- vi) Any other conditions or circumstances under which, in law, a surety would be discharged.
  
- c) Our liability hereunder shall be joint and several with that of the Contractor as if we were principal debtors in respect of the said sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) and
  
- d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the University.

IN WITNESS WHEREOF the common seal of \_\_\_\_\_ has been hereunto Affixed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The common seal of \_\_\_\_\_ was pursuant to the resolution of the Board of Directors of the Company dated the \_\_\_\_\_ day of \_\_\_\_\_ herein affixed in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature of Contractor

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**NAME OF WORK: RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)**

### **DECLARATION OF THE CONTRACTORS**

I/We hereby declare that I/we have made myself /ourselves thoroughly conversant with the sub-soil conditions, the local conditions regarding all materials ( such as stone, murum, sand , etc.) and labour of which I/we have based my/our rates for this work. The specifications, conditions, bore results and lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Solapur University Solapur or his duly authorized assistant, before starting the work and to abide by his decision.

I/We hereby further declare that my/our tender is unconditional in every manner or whatsoever in nature.

I/We hereby undertake to pay the labourers engaged on the work as per Minimum Wages Act, 1948 applicable to the zone concerned.

#### **TO BE FILED BY THE CONTRACTOR**

I/We have quoted my/our offer in percentage rate in words as well as in figures. I/We further undertake to enter into contract in regular "B-1" form in Solapur University Solapur.

**Name and Signature of the Contractor(s) / Power of attorney holder with complete address.**

**Signature of Contractor**

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## GENERAL DESCRIPTION AND SCOPE OF WORK

**Name of Work: - RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)**

**Preface :- GENERAL DESCRIPTION & SCOPE OF WORK**

**RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)**

**Scope of Work The works is located above 10.00 KM above from Solapur City:-**

**Estimate Rate:- Government of Solapur, Public Works Department, and Schedule of Rates 2022-23 is used.**

**Site of Work:- The Work is located in Solapur University Dist-Solapur**

**Climate :- The work is located in hot but good climate. The average rain fall is about 500 mm. The normal temperature in day time is about 30° to 40°**

**Signature of Contractor**

**No. of Corrections**

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## FORM B-1

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PERCENTAGE RATE TENDER AND CONTRACTFOR WORKS  
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DEPARTMENT : PUNYASHLOK AHILYADE HOLKAR SOLAPUR  
DIVISION UNIVERSITY, SOLAPUR  
: ENGINEERIGN SECTION, PAHSUS

**NAME OF WORK : RENOVATION /UPGRADATION OF SCHOOL OF EARTH  
SCIENCES (UP-GRADATION OF CLASS ROOMS PRACTICAL  
AND RESEARCH LABORATORIOS)**

General Rules and Directions for the Guidance of Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender passed on a board hung up in the office of the University Engineer and signed by the University Solapur. 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 earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, dues and ground rents will be granted. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the University Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the University Engineer, Solapur University Solapur during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the **Governor of Solapur** such specifications with designs and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

the

2(A) i) The contractor shall pay along with a tender the sum of Rs. 24893/- as and by way of earnest money. The Earnest money shall be paid via Online using NEFT /RTGS or Payment Gateway mode in favour of University Engineer, Solapur. The said amount of earnest money shall not carry any interest what so ever. (Am Tended vide G.R. PW Department's Corrigendum No. CAT-1073/16967-D-3, dated 14/5/1976.)

ii) In the event of his tender being accepted, subject to the provisions of Sub-clause (iii) below, the said amount of earnest money shall be appropriated toward the amount of security deposit payable by him under conditions of General Conditions of Contract.

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iii) If, after submitting the tender, the Contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the Contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the University, hereunder, or in law, University shall be entitled to forfeit the full amount of the earnest money deposited by him.

iv) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under the provisions of Sub-clause (iii) above, be refunded to him on his passing receipt therefor. (Amended vide G.R., B & C Department's No. CAT 1272/44277-C, dated 3/3/1973.)

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what percentage below or above the rates specified in Schedule 'B' (Memorandum showing items of work to be carried out ) he is willing to undertake the work. Only one rate or such percentage of all the estimated rates/scheduled rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No printed form of tender shall include a tender for more than one work, but if Contractor who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and the number of work to which they refer written outside the envelope.

5. The University Engineer or his duly authorized assistant shall open tenders in the presence of the Contractors who have submitted their tender or their representatives who may be present at the time and he will enter the amounts of the several tenders in comparative statements in a suitable form. In the event of a tender being accepted, the Contractor shall, for the purpose of identification, sign copies the specifications and other documents mentioned in Rule1. . In the event of a tender being rejected, the Divisional Officer shall refund the amount of earnest money deposited by the contractor online.

6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

7. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be Valid and binding on the University unless it is signed by the University Engineer.

8. The memorandum of work to be tendered for and the Schedule of materials to be supplied by the Department and their rates shall be filled in and completed by the office of the University Engineer before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.

9. All works shall be measured net by standard measure and according to the rules and customs of the Department and their rates shall be without reference to any local custom.

10. Under no circumstances shall any Contractor be entitled to claim enhanced rates for items in this contract.

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11. Every registered Contractor should produce along with his tender certificate of Registration as approved Contractor in the appropriate class and renewal of such registration with date of expiry.
12. All corrections and additions or pasted slips should be initialed.
13. The measurements of work will be taken according to the usual methods in use in the Department no proposals to adopt alternative methods will be accepted. The University Engineer's decision as to what is "the usual method in use in the Department" will be final.
14. A tendering Contractor shall furnish a declaration along with a tender showing all works for which he has already entered into contract, and the Value. of the work that remains to be executed in each case on the date submitting the tender.
15. Every tenderer shall furnish along with the tender, information regarding the Income Tax Circle or Ward of the District in which he is assessed to Income Tax, the reference to the number of the assessment and the Assessment Year and a Valid Income Tax Clearance Certificate or True Copy thereof duly attested by Gazetted Officer. Permanent Account Number (PAN) No. \_\_\_\_\_.
16. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchase of plant and
- Machinery required for the execution of the work contracted for (GCD/PWD/CFM/1058/62517 of 26.5.1959).
17. The Contractor will have to construct shed for storing controlled and Valuable materials issued to him under Schedule 'A' of the agreement, at work site, having double locking arrangement. The materials will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of works.
18. The Contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of Statement No. II.
19. Every registered Contractor should furnish along with the tender a statement showing previous experience and technical staff employed by him, in the Form No. V.
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a Valid and current license issued in his favour under the provisions of Contract Labour ( Regulation and Abolition) Act, 1973 before starting work failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to the University. (Reference University of Solapur, Irrigation & Power Department's letter No. LAB 1076/1181/ (666E-(17), dated 8/9/1976).
21. The Contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and the orders issued thereunder from time to time. If he fails to do so, his failure will be breach of the contract and the University Engineer, may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account Of any violation by him of the provisions of the Act.

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## TENDER FOR WORKS

1. I/We hereby tender for the execution, for the Governor of Solapur (hereinafter and hereinafter referred to as "University" of the work specified in the underwritten

\* In figures as memorandum within the time specified in such memorandum well as in words. at \_\_\_\_\_ (percent below/above) the estimated rates entered in 'Schedule – B' ( memorandum showing items of works to be carried out ) and in accordance in all respects with the specifications, design, drawings, and instructions, in writing referred to in Rule-1 hereof and in Clause-12 of the annexed conditions of the contract and agree that when materials for the works are provided by the University such material the rates to be paid for them shall be as provided in Schedule "A" hereto.

### MEMORANDUM

if several sub- (a) General Description – "Renovation /up-gradation of School of Earth sciences (Up-gradation of Class rooms practical and research laboratories)"

works are included they should be detailed in a separate list

(c) The amount of earnest money to be deposited shall be in accordance with the provisions of paras 206 and 207 of the M.P.W.	(b) Estimated Cost		
	Total for Civil Work	Rs	10,22,175/-
	(c) Earnest Money	Rs	10,230/-
(d) This deposit shall be in accordance with paras 213 and 214 of the M.P.W. Manual.	(d) Security Deposit		
	i) Cash ( Not less than the Amount of Earnest Money. .	Rs.	25,555/-
	ii) To be deducted from the From current bills.	Rs.	25,555/-
	Total Security Deposit	Rs.	51,110/-
(e) This percent where no security deposit is taken, will Vry from 5 percent to 10 percent according	(e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit		5% Percent

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to the requirement of the case where security deposit is taken see not 1 to clause 1 of conditions of contract

by the time, half the work, as Measured by the costs, is done.

(f) Give Schedule where necessary showing dates by which the Various items are to be Completed.

(f) Time allowed for the work from the date of written order to commence - 04 Calendar Months.(Four Calendar Months) ( Including Monsoon)

2. I/We agree that the offer shall remain open for acceptance for a minimum period of 60 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. or otherwise delivered at the office of such authority. Treasury/ Bank Challan No. \_\_\_\_\_ and date \_\_\_\_\_ or Term Deposit Receipt for a period of one year receipt no. and date \_\_\_\_\_ In respect to the sum of Rs. \_\_\_\_\_ ( in words - \_\_\_\_\_ )

\_\_\_\_\_ )  
representing the earnest money is herewith forwarded.

The amount of earnest money shall not bear interest and shall be liable to be forfeited to the University should I/We fail to (i) abide the stipulations to keep the offer open for the period mentioned above or (ii) Sign and complete the contract documents as required by the Engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (1) above within the time limit laid down in clause (1) of the annexed General Conditions of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing unless the same or any part thereof has been forfeited as aforesaid.

3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the University, a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money of this works arise due to failure on my/ our part to (i) abide by the stipulations to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (a) above within the time limit laid down in clause (a) of the annexed General Conditions of Contracts, the amount payable by me/us may, at the option of the Engineer, be recovered out of the amount deposited in lump sum for securing exemption in so far as the same may extend in terms

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Of the said bond and in the event of the deficiency out of any other contract or transaction of any nature whatsoever or otherwise.

4. Should this tender be accepted I/We hereby agree to abide by and full fill all the terms and provisions of the conditions of Contract annexed hereto so far as applicable and in default thereof to forfeit and pay to the University the sums of money mentioned in the said conditions.

*Amount to be specified in words	Receipt	No. _____	Dated
And figures.	Treasury at _____	in respect of sum of Rs.* _____ /-	( In words _____ )
*Strike out (a) if no cash security deposit is to be Taken.	Is herewith forwarded representing the earnest money (a0 the Value. of which is to be absolutely forfeited to the University should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with clause 1 (A) of the said Conditions of Contract otherwise the said Conditions of Contract otherwise the said amount of Rs _____ /- ( In words _____ ) shall e		
	Refunded.	Contractor	:# _____
	Address	: _____	
	Dated	: The ____ day of __ 200__	
# Signature of Contractor before submission of Tender.	(Witness ) Address of (Occupation)	: \$ _____	: _____
Signature of Witness to Contractors Signature.			

The above tender is hereby accepted by me for and on behalf of the Solapur University

Signature of the officer by whom Accepted.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 200

Registrar, Solapur University

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CONDITIONS OF CONTRACT

<p>Security Deposit  UNIVERSITY Resolution  CAT/1087/CR- 94/Bldg.2 dt.14-6- 89</p>	<p>Clause -1 – The person/persons 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, assigns) shall (A) within ten days(which may be extended by the University Engineer concerned up to 15 days if the University Engineer thinks fit to do so ) of the receipt by him of the notification of the acceptance of his tender deposit with University Engineer in cash of University securities endorsed to the University Engineer (if deposited for more than 12 months) of the sum sufficient which will make up the full security deposit specified in the tender or (B) ( permit University at the time of making any payment of him for work done under the contract to deduct such sum as will amount to <u> 4 </u> * percent of all moneys so payable such deductions to be held by University 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 <u> 4 </u> percent of the total estimated payment to the contractor for work done under the contract to make up the full amount of <u> 4 </u> percent by deducting sufficient sum from every such payment as last aforesaid until the full amount for the security deposit is made u. All compensation or other sums of money payable for the Contractor to University under terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or may become due by University to the Contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash or University securities endorsed as aforesaid any sum or sums which may have been deducted from or 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.</p>
<p>Security deposit UNIVERSITY Resolution CAT/1087/CR-94/ Bldg2 dated 21-6- 2004</p>	<p>The security deposit will not be accepted in forms of Insurance company bonds. As per University orders contained in no.CCM/PWD/CAT/4250 dated 27.12.1956. If the amount of the security deposit to be paid in a lump sum within the period Specified at (A) above is not paid the tender/contract already accepted shall be considered as cancelled and legal steps taken against the Contractor for recovery of the amounts. The amount of security deposit lodged by a Contractor shall be refunded along with the payment of final bill, if the date up to which the Contractor has agreed to maintain the work in good order is over, if such date is not over, only 50% amount of security deposit shall be Refunded along with the payment of the final bill. The amount of the security deposit retained by the University shall be released after expiry of period up to which the Contractor has agreed to maintain the work in good Order is over. In the event of he</p>

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Contractor failing or neglecting to complete rectification work within the period up to which the Contractor has agreed to maintain the work in good order, then subject to provision of Clauses 17 and 20 hereto the amount of security deposit retained by University shall be adjusted towards the excess cost incurred by the Department on rectification work

\* Note: This will be the same percentages as that in the tender at (e)

Compensation for Delay

Clause 2 – The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be Strictly observed by the Contractor and shall be reckoned from the date on which the order to Commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be 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 University Engineer (whose decision in writing shall be final) may decide of the amount of the estimated cost of the whole work as shown by the tenderer for everyday that the work remains un-Commenced or unfinished after the proper dates. And further to ensure good progress during 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.

The Programmer for completion of work is attached in form of bar chart on page No. \_\_\_\_. The contractor is supposed to carryout the work and keep the progress as per bar chart on page No. \_\_\_\_ . The contractor should complete the work as per phase period given below, which is arrived From the bar chart.

1/4 <sup>th</sup> of the work in	1/4 <sup>th</sup>	**	of the time
1/2 of the work in	1/2	**	of the time
3/4 <sup>th</sup> of the work in	3/4 <sup>th</sup>	**	of the time

Full work to be completed in 08 (Eight) Calendar months (Including monsoon)

\*\* Note : The quantity of the work to be done within a particular time to be specified shall be fixed and inserted in the blank space kept for the purpose by the Officer competent to accept the contracts after taking into consideration the Circumstances of each case and abide by the programmer of details process laid down by the University Engineer. The following proportion will usually be found suitable In 1/4, 1/2, 3/4 of the time.

Reasonable progress of earth work 1/6 , 1/2, 3/4 of the total Value. of the work to be done.

Reasonable progress of masonry 1/10 , 4/10, 8/10 of the total Value. of the work to be done.

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In the event of the Contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the University Engineer ( whose decision in writing shall be final ) may decided of the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. University Engineer should be the final authority in this respect, irrespective of the fact that tender is accepted by University Engineer

**Action when whole Clause 3 – In any case in which under any clause of this of security deposit contract of the Contractor shall have rendered himself liable to is forfeited.**

pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the Contractor or any other causes, the University Engineer, on behalf of the Governor of Solapur shall have power to adopt any of the following courses, as he may deem best to the interest of University.

a) To rescind the contract (for which recession notice in writing to the Contractor under the hand on University Engineer shall be conclusive evidence ) and in that case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the University.

b) To carry out the work or any part of the work departmentally debiting the Contractor with the cost of the work, expenditure incurred on tools and plant, and charges of Additional supervisory staff including the cost of work-Charged establishment employed for getting unexecuted part of the work completed and crediting him with the Value. of the Work done departmentally in all respects in the same manner And at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the University Engineer as to the costs and the other allied Expenses so incurred and as to the Value. of the work so done Departmentally shall be final and conclusive against the Contractor.

c) To order that the work of the Contractor be measured up and to take such part thereof as shall be unexecuted, out of his hands and to give it to another Contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed

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By the new contract agency will be debited to the contractor and the Value. of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the

Contractor under the terms of his contract. The certificate of the University Engineer as to all the costs

Of the work and other expenses as aforesaid for or in getting the unexecuted work done by the new contractor and as to the Value. Of the work so done shall be final and conclusive against the Contractor.

In case the contract shall be rescinded under clause (a ) above the Contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the University Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of work executed departmentally or through a new contractor and other allied expenses

Exceeding the Value. of such work credited to the Contractor, the amount of excess shall be deducted from money due to the Contractor, by University under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided , however that the Contractor shall have no claim against University even if the certified Value. of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the University Engineer, the Contractor shall have no claim to compensation for any

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loss sustained by reason of his having purchased, or procured any materials, or entered into any engagements or made any advances on account of, or with a view to the execution of the work or the performance Of the contract.

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Action when the progress of any particular portion of the work is Unsatisfactory. Clause 4- If the progress of any particular portion of the work is unsatisfactory, the University Engineer shall notwithstanding that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after given the Contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing To such action.

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Contractor remains liable to pay compensation Clause 5 – In any case in which any of the powers conferred upon the University Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not been exercised, the non-exercise thereof shall not constitute a waiver

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<p>if action not taken under Clauses 3 &amp; 4</p> <p>Power to take possession of or require removal of Contractor's plant.</p>	<p>of any of the conditions hereof and such powers shall notwithstanding be excisable in the event of any future case of default by the Contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the Contractor for past and future compensation shall remain unaffected. In the event of the University Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plants, material and stores, in or upon the work or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates being applicable at current market rates, to be certified by the University Engineer whose certificate thereof shall be final. In the alternative, the University Engineer may after giving notice in writing to the Contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plants material or stores, from the premises within a time to be specified in such notice, and in the event of the Contractor failing to comply with any such requisition, the University Engineer may remove them at the Contractor's expense or sale them by auction or Private sale on account of the Contractor and his risk in all respects, and the certificate of the University Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and Conclusive against the Contractor.</p>
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<p><u>Extension of time</u></p>	<p>Clause 6 – If the Contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the University Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the University Engineer or in the opinion of University Engineering as the case may be if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper, the decision of the University Engineer in this matter shall be final.</p>
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<p>Final certificate.</p>	<p>Clause 7 – On the completion of the work the Contractor shall be furnished with a certificate by the University Engineer ( hereinafter called the Engineer – in – charge ) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt from all wood work, doors,</p>
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windows, walls, floor or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work nor until the work shall have been measured by the Engineer – in – charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to Comply with the

requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and the 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 off 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, but 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  
advance

Clause 8 – No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and a certificate of completion Given. But in the case of works

estimated to cost more than Rupees One Thousand the Contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work 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. All such intermediate payments shall be regarded as a payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way the powers of the Engineer-in-charge 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 the completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all the parties.

Payment at Clause 9- The rates for several items of works estimated to reduced rates on cost more than Rs.,1,000/- agreed to within shall be Valid only account of items when the items concerned is accepted as having been of work not completed fully in accordance with the sanctioned

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accepted as so Specifications. In cases where the items of work are not completed, to be accepted as so contemplated by the Engineer-in-charge he may at the discretion of make payment on account of such items at such reduced rates the Engineer-in- as he may consider reasonable in the preparation of final or on Charge. Account bills.

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Bills to be submitted Monthly. Clause 10 - A bill shall be submitted by the contractor in each month on or before the dated fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, so far as it is admissible shall be adjusted, if possible, within 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 or his duly authorized agent whose counter signature to the measurement list shall 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.

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Bills to be printed on forms Clause 11 - The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge. The charges to be made 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.

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Stores supplied by University Clause 12- If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores of the Department or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the price 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 or memorandum hereto annexed ) the Contractor shall be supplied with such materials and stores, as may be required from time to time to be used by Him for the purposes of contract only and the Value. of full quantity of the materials and the stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, or otherwise or from the security deposit , the same of a sufficient portion thereof shall In that case be sold for the purpose. All materials supplied to the Contractor shall remain the absolute property of the University and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer – in- charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the

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Departmental stores if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent of the Engineer-in-charge so requires by a notice in writing given under his hand, but the Contractor shall not be entitled to return any such material except with such consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such material.

Works to be executed in accordance with specifications, drawings, orders etc.

Clause 13- The Contractor shall execute the whole and every part of in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict Accordance with 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 lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office Hours. The contractor will be entitled to receive three sets, of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of Cost. Further copies of the contract drawings and working drawing if required by him, shall be supplied at the rates Rs. 300/- per set of contract drawing and Rs.200/- per working drawing except Where otherwise specified.

Alteration In specification and designs not to In Validate contracts.

Clause 14 – The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not in Validate the contract, and any additional 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 Tender for the main work. And if the additional and altered work includes any class of Work includes any class of work for which no rate is specified in this contract, then such class of work shall be

Rates for works not entered in

carried out at the rates entered in the schedule of Rates of the Division or at the rates mutually agreed upon between the

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estimate or Engineer-in-charge and the Contractor, Whichever are lower? If  
 schedule of rate of the additional or altered work for which no rate is entered in  
 the district. the Schedule of Rates of the Division, is ordered to be carried  
 out before the rates are agreed upon then the Contractor shall  
 within seven days of the date of receipt by him 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  
 such class of work, and arrange to carry it out in such manner  
 as he may consider advisable provided always that if the  
 Contractor shall commence work

or incur any expenditure in regard thereto before the rates shall  
 have been determined as lastly hereinbefore mentioned, then 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 University Engineer of the Circle will be  
 final. Where, however, the work is to be executed according to the  
 designs, drawings and specifications recommended by the  
 Contractor and accepted by the Competent Authority the  
 alterations above referred to shall be within the scope of such  
 designs, drawings and specifications appended to the tender.

Extension of time The time limit for the completion of the work shall be extended  
 in consequence of in the proportion that the increase in its cost occasioned by  
 addition or alterations or additions bears to the cost of the original contract  
 Alterations. work, and the certificate of the Engineer-in-charge as to such  
 Proportion shall be conclusive.

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No claim to any Clause 15- (1) If at any time after the execution of the  
 payment or contract documents the Engineer-in-charge shall for any  
 compensation for reason whatsoever ( other than default on the part of the  
 alteration in or Contractor for which the University is entitled to rescinded the  
 restriction of contract ) desire that the whole or any part of the work  
 work. specified in the tender should be suspended for any period or  
 that the whole or part of the work should not be carried out at  
 all, he shall give to the Contractor a notice in writing of such  
 desire and upon the receipt of such notice the Contractor shall  
 forthwith suspend or stop the work wholly or in part as  
 required, after having due regard to the appropriate stage at  
 which the work should be stopped or suspended so as not to  
 cause any damage or injury to the work already done or  
 endanger the safety thereof provided that the decision of the  
 Engineer as to the stage at which the work or any part of it  
 could be or could have been safely stopped or suspended shall  
 be final and conclusive Against the Contractor. The Contractor  
 shall have no claim to any payment or compensation  
 whatsoever by reason of or in pursuance of any notice as

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Aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

2. Where the total suspension of work ordered as aforesaid continued of a continuous period exceeding 90 days the Contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains

to the unexecuted part of the work by giving a 10 days prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurements of the work already done and to pay final bill. Upon giving such notice the Contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the Contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the Contractor. Such payment shall not in any manner prejudice the right of the Contractor to any further compensation under the remaining provisions of this clause.

3. Where the Engineer required the Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension, provided always that the Contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate of such suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his Part. The decision of the Engineer in this regard shall be final and Conclusive against the Contractor.

<p>No compensation on account of loss due to delay in supply of material by University</p>	<p>claim on loss due to delay in supply of material by University</p>	<p>4. In the event of -</p> <p>i) Any total stoppage of work on notice from the Engineer Under sub-clause (1) in that behalf.</p> <p>ii) Withdrawal by the Contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work a period exceeding 90 days.</p> <p>iii) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs, or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the Value. of the quantity</p>
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curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 24893/-

It shall be open to the Contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under clause 14(1) resulting in such curtailment, to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the University to take over on payment such material at the rates determined by the Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the Contract. The University shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

No claim compensation on account of loss due to delay in supply of material by University. Clause 15 (A) - The Contractor shall not be entitled to claim any compensation from University for the loss suffered by him on account of delay by University in the supply of materials entered in Schedule A where such delay is caused by

- i) Difficulties relating to the supply of railway wagons.
- ii) Force majeure.
- iii) Act of God.
- iv) Act of enemies of the State or any other reasonable Cause beyond the control of University.

In the case of such delay in the supply of materials, University shall grant such extension of time for the completion of the works as shall appear to the University Engineer to be reasonable in accordance with the circumstances of the case. The decision of the University Engineer as to the extension of time shall be accepted as final by the Contractor.

Time limit for Clause 16- Under no circumstances whatever shall the unforeseen claims.

Contractor be entitled to any compensation from University on any account unless the Contractors shall have submitted claim in writing to the Engineer – in- charge within one month of the case of such claim occurring.

Action and compensation payable in case of bad work.

Clause 17- If at any time before the security deposit or any part thereof is refunded to the Contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of

P.W.D. Resolution inferior quality, or that any materials or articles provided by No. CAT-1087/CR- him for the execution of the work are unsound or of a quality 94/Bldg.-2 Dated inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-14/6/89.

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in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of my 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 at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer – in – charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. Should the Engineer –in-charge consider that any such inferior work or materials as prescribed above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may fix there for.

Work to be open to inspection

Contractor responsible To be present.

or agent

Clause 18- All works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that Purpose. Orders given to the Contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.

Notice to be given before work is covered up

Clause 19 - The contractor shall give not less than five day's 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 taken before the same is so covered up

or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or place beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for

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		such work or for the materials with which the same was Executed.
Contractor for damage and Imperfections.	liable done for	<p>Clause 20- If during the period of 12 Months from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contractor or 18 months (Eighteen Months) after commissioning the work, whichever is earlier in the opinion of the University Engineer the said work is defective in any manner whatsoever the Contractor shall forthwith on receipt of notice in that behalf from the University Engineer, duly commence execution in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner Prescribed and under the supervision of the University Engineer. In the event of the Contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the University Engineer may get the same executed and carried out departmentally or by any other agency at the risk, on account And at the cost of the Contractor. The Contractor shall forthwith on demand pay to the University the amount of such cost, charges and expenses sustained or incurred by the University of which the certificate of the University Engineer Shall be final and binding on the Contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the Contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the University the same may Be recovered from the Contractor as arrears of land revenue. The University shall also be entitled to deduct the same from any amount which may then be payable or which may therefore become payable by the University to the Contractor either in respect of the said work or any other work whatsoever or from The amount of security deposit retained by University. The defect liabilities period in particular for water proofing treatment and ant termite treatment ( building work ) shall be 10 years.</p>
Contractor to supply plant, ladder, scaffolding, etc. and is liable for damages arising from non provisions of light, fencing etc.		<p>Clause 21- The Contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the P.W.D. stores ), plant, tools, appliances, implements, ladders, cordage, tackles, scaffolding and temporary works requisite or proper for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and 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 the carriage there</p>

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for to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Engineer-in-charge at the expense of the Contractor and 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 a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may with consent of the Contractor be paid for compromising any claim by any such person.

List of machinery in Contractor's possession and which he proposes to use on the work should be submitted along with the tender.

**Clause 21 (A)- The Contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith-**

- a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b) A scaffold shall not be constructed, taken down or substantially altered except:-
  - i) Under the supervision of a competent and responsible person, and
  - ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- c) All scaffolds and appliances connected therewith and ladders shall
  - i) be of sound material.
  - ii) Be of adequate strength having regard to loads and strains to which they will be subjected, and
  - iii) Be maintained in proper condition.
- d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.
- e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- f) Before installing lifting gear on scaffolds special

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- Precautions shall be taken to ensure the strength and stability of the scaffolds.
- g) Scaffolds shall be periodically inspected by a competent person.
  - h) Before allowing a scaffold to be used by his workmen the Contractor shall, whether the scaffold to be used by his workmen or not, take steps to ensure that it complies fully with the regulations herein specified.
  - i) Working platform, gangway, stairways shall
    - i) Be so constructed that no part thereof can sag unduly or unequally.
    - ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping, and
      - iii) Be kept free from any unnecessary obstruction.
  - j) In the case of working platform, gangways, working places and stairways at a height exceeding 2 meters (to be specified).
    - i) every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety:
    - ii) every working platform and gangway shall have adequate width; and
    - iii) Every working platform, gangway, working place and stairway shall be suitably fenced.
  - k) Every opening in the floor of a building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or material.
  - l) When persons are employed on a rood where there is a danger of falling from a height exceeding 2 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or materials.
  - m) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
  - n) Safe means of access shall be provided to all working plat forms and other working places.
  - o) The Contractor/(s) will have to make payments to laborers as per Minimum Wages Act 1948.

Clause 21- (B) – The Contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:-

- a) Hoisting machines and tackles, including their attachments, anchorages and supports shall
  - i) Be of good mechanical construction, sound material

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and adequate strength and free from patent defect, and

- ii) Be kept in good repair and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- c) Hoisting machines and tackles shall be examined and adequately tested after erection on the site and before use and be re-examined in position at inter VIs to be prescribed by the University.
- d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined
- e) Every crane driver or hoisting appliance operator shall be properly qualified.
- f) No person who is below the age of 21 years shall be

In control any hoisting machine, including any scaffold which give signals to the operator.

- g) In case of every hoisting machine and of every chin, Ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension, the safe working load shall be ascertained by adequate means.
- h) Every hoisting j machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- i) In the case of a hoisting machine having a Variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- j) No part of any hoisting machine or any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- k) Motors, gearing, transmissions, electric wiring and other dangerous parts of hoisting appliances shall, be provided with efficient safeguards.
- l) Hoisting appliances shall be provided with such means as will reduce to minimum and the risk of the accidental descent of the load.
- m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.

**Measurement for Clause 22-** The Contractor shall not set fire to any standing prevention of fire. Jungle, trees, brushwood or grass without a written permission from the University Engineer. When such permit is given, and also in the cases when destroying, cut or dug up trees, brushwood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the

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	labour employed by him and provide sanitary and other Arrangement.
Liability Contractor for any damage done or outside work Area.	of Clause 23- Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond in the limits of the University property including and damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer -in-charge subject to the decision of the University Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damage in the prescribed in Clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from University to Contractor under this contract or Otherwise. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the Court in consequence.
Employment of female labour	Clause 24- The employment of female laborers on works in neighborhood of soldier's barracks should be avoided as far as Possible. The contractor shall employ the labor with the nearest employment Exchange.
Work on Sunday	Clause 25- No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.
Work not to Sublet.  Contract may be rescinded and security deposit forfeited for subletting it approval or for bribing a public officer or if contractor becomes Insolvent.	Clause 26- The contract shall not be assigned or sublet Without the written approval of the Engineer- in- charge. And if the Contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceedings to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if 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 of person in the employment of University in any way relating to his office or employment , or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer – in- charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University, and the same consequences shall ensure as if the contract had been rescinded under Clause 3thereof and in addition the Contractor shall not be entitled to recover or be paid for any Work therefore actually performed under the contract.

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Sum Payable by Clause 27- All sums payable by a Contractor by way of way compensation under any of these conditions shall be to be considered considered as a reasonable compensation to be applied to the as reasonable use of University without reference to the actual loss or compensation damage sustained, and whether any damage has or has not without reference Been sustained. To actual loss.

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Changes in the Clause 28: In case of tender by partners any change in the constitution if constitution of a Firm shall be forthwith notified by the firm to be notified Contractor to the University –in-charge for his information.

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Direction and Clause 29- All works to be executed under the contract shall be control of the executed under the direction and subject to the approval in all University the respects of the University Engineer , for the time being, who Engineer. shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried On.

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Direction and Clause 30 (1) – Except where otherwise specified in the control of the contract and subject to the powers delegated to him by University Engineer. of the University Engineer of the Circle for the time being shall be final conclusive and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instruction hereinbefore 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, if any way arising out of , or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution, or failure to execute the same, whether arising during the progress of work, or after The completion or abandonment thereof.

Clause 30 (2) - the Contractor may within thirty days of receipt by him of any order passed by the University Engineer of the Circle as aforesaid appeal against it to the Chief Engineer concerned, with the contract work or project provided that - (a) The accepted Value. of the contract exceeds Rs. 10 lakhs ( Rupees Ten lakhs) (b) Amount of claim is not less than Rs.1.00 lakhs ( Rupees one lakh)

Clause 30 (3) - If the Contractor is not satisfied with the order passed by the Chief Engineer as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the concerned Secretary, Solapur University Solapur/ Irrigation Department who. if convinced that prima-facie the Contractor's claim rejected by the University Engineer/ Chief engineer is not frivolous and that there is some substance in the claim of the Contractor as would merit a

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	<p>detailed examination and decision by the Standing Committee shall put up to the Standing Committee at University level for Suitable decision (Vide PW Circular No. CAT-1086-CR-110/Bldg.2, dated 7.5.1986).</p>
<p>Stores European American manufacture to be obtained from the University.</p>	<p>of Clause 31 - The Contractor shall obtain from Departmental or stores all stores and articles of European or American Manufacturer which may be required for the work. , or any part thereof or in making up any articles required thereof 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 in Form 'A' attached to the contract and if they are not entered in the said schedule, they shall be debited to him at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining Delivery of the same at the store aforesaid.</p>
<p>Lump sums in estimates</p>	<p>Clause 32 - 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 payable under this contract for each items, or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions Of this clause.</p>
<p>Actions where Specifications.</p>	<p>no Clause 33 - In the case of any class of work for which there is no such specifications as is mentioned in Rule 1 of Form B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respect in accordance with all instructions and requirements Of the Engineer-in-charge.</p>
<p>Definition of work</p>	<p>Clause 34 - The expression " Work" or "Works" where used in these conditions, shall unless there be something in the subject or context repugnant to such construction , be construct to Mean the work or works contracted to be executed under or in virtue of the contract, where temporary or permanent and whether original, altered, substituted or additional.</p>
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Contractor's  
percentage  
whether applied to  
net or gross  
amount of bill

Clause 35 - The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before Deducting the Value. Of any stock issued.

Payment of quarry  
fees and royalties  
G.R.No.  
02/05/(291)/Buil  
dg.2,  
11/9/2003

Clause 36 - All quarry fees, royalties, octro ides and ground rent for stacking materials, if any, shall be paid by the Misc. Contractor.

dated

Compensate  
on under  
Workmen's  
Compensation Act.

Clause 37 - The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act, 1923 (VII of 1923) , ( hereinafter Called the said Act) for injuries caused to the workmen. If such compensation is payable / pad by the University as principal under sub-section (1) of Section 12 the said Act on behalf of the Contractor, it shall be recoverable by the University from the Contractor under sub-section (2) of the said section. Such Compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 37 (A) - The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman Who may suffer a bodily injury as a result of an accident? If such expenses are incurred by University ,the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the University from Any amount due or that may become due to the Contractor.

Clause 37 (B) - The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection Therewith.

- a) The workers shall be required to use the equipments so provided by the contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by Those concerned.
- b) when work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in Danger.

- c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the

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**Course of the work.**

**Govt. Circular Clause 37 (C) - The Contractor shall duly comply with the No.PWD/ID CAT-provisions of " the Apprentices Act, 1961" (III of 1961) , the 6076/3336/(400) rules made thereunder and the orders that may be issued from**

**/ Bldg.2, dated time to time under the said Act and the said Rules and on his**

**16/08/1985.failure or neglect to do so, he shall be subjected to all the**

**Liabilities and penalties provided by the said Act and said Rules.**

**DELETED**

**Claim for  
Quantities entered  
in the tender or  
Estimate.**

**Clause 38 - 1. Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special**

**Provision contained in the specifications prescribing a  
Different percentage of permissible  
Variation in the quantity of the item does not exceed**

**The tender quantity by more than 25 percent and so long as the Value. Of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 48,938.20/-**

**2. The Contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess**

**Of the limit mentioned above in Sub-clause (i) hereof  
On the same conditions as and in accordance with the  
Specifications in the tender and at the rates (i) derived from the  
rates entered in current Schedule of Rates and in the absence of  
such rates (ii) at the rates prevailing in the market. The said rates  
being increased or decreased as the case may be by the  
percentage which the total tendered amount bears to the estimated  
cost of the works as put to tender based upon the schedule of rates  
applicable to the year in which the tenders were accepted. For the  
purpose of operation of this Clause, this cost shall be worked out  
from the prevailing District Schedule of Rates at the time of  
acceptance of tender.**

**3. Claims arising out of reduction in the tendered quantity of  
any item beyond 25 percent will be governed by the provision of  
Clause 15 only when the amount of such reduction beyond**

**25 percent at the rate of the item specified in the tender  
Is More than Rs. 48,938. 20 / - (the clause is not applicable to extra items).**

**4. This clause is not applicable to extra items.**

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5. There is no change in the rate if the excess is more than 25 Percent of the tendered quantity. But the Value. of the excess work at the tendered rates not exceed Rs. 48,938.20/-.
6. The quantities to be paid at the tendered rates shall include :
- a) Tendered quantity plus
  - b) 25% excess of tendered quantity or the excess quantity of the Value. of Rs. 48,938.20/- at tendered rate whichever is more.

Employment of  
famine labour etc.

Clause 39 - The Contractor shall employ any famine , convict or other labor of a particular kind or class if ordered in writing to do so by the Engineer-in- Charge.

Claim for  
compensation for  
delay in starting  
the work.

Clause 40 - 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 accordance to sanction of estimates.

Claim for  
compensation for  
delay in execution  
of work

Clause 41 - No compensation shall be allowed for any delay in the execution of the work on account of water standing in Borrow pits or compartments. The rates are inclusive for hard or cracked soil excavation, excavation in mud, sub-soil, water standing in borrow pits and no claim for an extra rate shall be Entertained unless otherwise expressly specified.

Enter upon or  
commencing any  
Portion of work.

Clause 42 - The Contractor shall not enter upon or commence any portion of work except with written authority and instructions of the Engineer-in- Charge or of his subordinate in charge of the work. Failing such authority the Contractor shall have no claim to ask for measurements of or payment for Work.

Minimum age of  
person employed ,  
the employment of  
donkeys and/or  
other animals and  
the payment of  
Fair wages.

Clause 43 - i) No Contractor shall employ any person who is Under the age of 18 years.  
ii) No Contractor shall employ donkeys or other animals with Breaching of string or thin rope. The breaching must be at least Three inches wide and should be of tape (Newar).  
iii) No animal suffering from sores, lameness or emaciation or Which is immature shall be employed on the work.  
iv) The Engineer-in- Charge or his agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility

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Shall be accepted by the University for any Delay caused in the completion of the work by such removal.

v) The Contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the University Engineer who shall decide the same. The decision of the University Engineer shall be conclusive and binding on the Contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the University at the

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Sanctioned tender rates.

vi) Contractor shall provide drinking water facilities to the Workers. Similar amenities shall be provided to the workers Engaged on large work in urban areas.

vii) Contractor to take precautions against accidents which take place on account of labour using loose garments while Working near machinery.

V) All facilities provided in the Contract Labour (Regulation and Abolition Act 1971), the Solapur Contract Labour Regulation and Abolition Rule 1971 should be provided.

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Method of  
payment

Clause 44 - Payment to Contractors shall be made through N.E.F.T.

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Acceptance of  
conditions  
compulsory before  
tendering for  
Work.

Clause 45 - Any Contractor who does not accept these Conditions shall not be allowed to tender for work.

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Employment of  
Scarcity labour.

Clause 46 - If University declares a state of scarcity or famine to exist in any village situated within 10 miles of work, the Contractor shall employ upon such parts of the work, as are Suitable for unskilled labour, any person certified to him by the University Engineer, or by any person to whom the University Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which University may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the University Engineer whose decision shall be final and binding on the Contractor.

Clause 47 - The price quoted by the Contractors shall not in any case exceed the control price, if any, fixed by University or reasonable price which it is permissible for him to change a Private purchaser for the same class and description, the control price or the price permissible under the provisions of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the

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Controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the Contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform to the controller price as permissible under the Hoarding and Profiteering Prevention ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Commissioner of  
State Tax(GST)  
Solapur State  
No.JC/GST/TDS/  
SECTION-51/2018-  
19/455 DT.07-07-  
2017

Clause 47 (A) – “ The tender rates are inclusive of all taxes, rates , cesses and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of a work contract under provision of Section 51/2018-19 of GST Trade Circular for the purpose of levy of Tax.”

Clause 48 - The rates to be quoted by the Contractor must be inclusive of GST No extra payment on this account will be made to the Contractor.

Clause 49 - In case of materials that may remain surplus with the Contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

UNIVERSITY  
University Resolution  
No.CAT/1067/CR-  
478/Bldg-2,  
Mantralaya, dated  
23 rd March, 1998.

Clause 50 - The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labour and shall give preference to those persons enrolled under Solapur University Employment and Self Employment Department Scheme. Provided, however, that if the required unskilled labours are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission, in writing of the University Engineer-in-charge of the said work, obtain the rest of requirement of unskilled labour from the outside the above scheme.

Clause 51 – Wages to be paid to the skilled and unskilled laborers engaged by the Contractor.

The Contractor shall pay the laborers – skilled and unskilled – according to the wages prescribed by Minimum Wages Act , 1948 applicable to the area in which work of the Contractor is in Progress.

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued There under from time to time, if he fails to do so. , his failure will be a breach of the Contract and the University Engineer May in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account

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of any violation by him of the provisions of the Act.

The Contractor shall pay the laborers – skilled and unskilled – According to wages prescribed by Minimum Wages Act, 1948 applicable to the area in which the work is in progress.

University Circular  
No. CAT  
1274/40364/Desk  
-2, Mantralaya,  
Mumbai.32 dated  
07/12/1976.

Clause 52 - All amounts whatsoever which the Contractor is liable to pay to the University in connection with the execution of the work including the amount payable in respect of (i) materials and /or stores supplied/issued hereunder by the University to the Contractor , (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the University to the Contractor for execution by him of the work and /or which advances have been given by the University to the Contractor shall be deemed to be arrears of land revenue and the University may without prejudice to any other rights and remedies of the University recover the same from the Contractor as arrears of land revenue.

University Circular  
No. CAT  
1284/(120)/Build  
ng-2, Mantralaya,  
Mumbai.32 dated  
14/08/1985.

Clause 53 - The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Solapur Contract Labour ( Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statues and statutory provisions concerning payment of wages particularly to workmen employed by the Contractor and working on the site of work. In particular the Contractor shall pay wages to each worker employed by him on the site of work at the rates prescribed under Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971. If the Contractor fails or neglects to pay wages at the said rates or makes short payment and the University makes such payment of wages in full or part thereof less paid by the Contractor, as the case may be, the amount so paid by the University to such workers shall be deemed to be arrears of land revenue and the University shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the University to the Contractor hereunder or from any other Amount (s) payable to him by the University.

Clause 54 - The Contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith by recommended by the State Apprenticeship Advisor , Director of Technical Education, Dhobi Talaw, Mumbai 400 001. In the construction work ( as per University of Solapur , Education Department No. TSA/5170/T5689, dated 7.7.1972).

Clause 55 - ( University of Solapur , P.W.D. Resolution No. CAT-1086/CR 243/K/Bldg.2, Mantralaya, Mumbai dated 11/8/1987).

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**CONDITIONS FOR MALARIA ERADICATION, ANTI-MALARIA AND OTHER HEALTH MEASURES.**

- a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Services, Pune
- b) The Contractor shall see that mosquito genic conditions are not created so as to keep vector population to minimum level.
- c) The Contractor shall carry out anti-malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programmer and as directed by the Joint Director (Malaria and Filarial) of Health Services, Pune
- d) In case of default in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, Contractor shall be liable to pay to University the amount spent by the University on anti-malaria measures to control situation in addition to fine.
- e) **RELATION WITH PUBLIC AUTHORITIES :**  
The Contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The Contractor shall comply with rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are leviable on him without any extra cost to University. ( University of Solapur , P.W.D. Resolution No. CAT-1086/CR 243/D/Bldg.2, Mantralya, Mumbai, dated 11/9/1987).

**Clause 56 – CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK.**

The Contractor shall take out Insurance Policy / Policies (viz . Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as directed by the Directorate of Insurance) so as to vide adequate insurance cover for execution of the awarded contract work for total contract Value. And complete contract period COMPULSORILY from the "Directorate of Insurance, Solapur State, Mumbai' only. Its postal address for correspondence is " 264, MHADA, First Floor, Opposite Kalanagar, Bandra (East), Mumbai 400 051. "

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( Telephone No. 022 –26590403 / 26590690 and Fax No. is 022-26592461 /26590403). Similarly all workmen's appointed to complete the contract work are required to insure Under workmen's compensation Insurance Policy. Insurance Policy/ Policies taken out from any other company will not be Accepted. If any contractor has not taken out the Insurance Policy from the Directorate of Insurance, Solapur State Mumbai or have effected insurance with any Insurance Company, the same will not be accepted and one percent (1%) of the tender document or such amount of premium calculated by the University Insurance Fund will be recovered directly from the amount payable to the Contractor for the executed contract work and paid to the Directorate of Insurance Fund, Solapur State, Mumbai. The Director of Insurance reserves the right to Distribute the risks of insurance among the other insurers.

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University in  
P.W.Deptt. letter (  
in Marathi) No.  
Misc./ 10 / 06 /  
Pra.Kra.277/  
Bldg.-2,  
Mantralaya,  
Mumbai.32 dated  
17/08/2010.

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**Clause 57 - Building and Other Construction Workers  
Welfare Cass**

As per University of Solapur, Industry, Energy & Labour Deptt. G.R. No. BLA 2006/Pra.Kra.108/Kamgar-7A, dt. 17/6/2010 & Solapur University Solapur Circular No. BDG-2010/Pra.kra. 277/Building-2, dated 28/06/2010, Building and Other Construction Workers Welfare Cass at one percent or at the rates amended from time to time as intimated by the competent authority under Building and Other Constructions Worker Welfare Act 1996 will be deducted from the Bill amount, whether measured Bill, advance payment or Secured advance.

**SCHEDULE - 'A'**

Schedule showing (approximately) the material to be supplied from the departmental stores for work contracted to be executed and preliminary and ancillary works and the rates at which they are to be charged for

Sr.No.	Particulars	Quantity	Unit	Rates at which the materials will be charged to the contractor		Place of delivery	Remarks
				In Figure	In Words		

.....Nil.....

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## ADDITIONAL CONDITIONS FOR MATERIALS

### ( CEMENT, M.S. / H.Y.S.D./ T.M.T. BARS, ASPHALT, ETC. BROUGHT BY CONTRACTOR)

1. All the materials such as Asphalt, Cement, steel etc. shall be procured by the Contractor from approved University Institutions or as directed by Engineer-in-charge only. The material shall be brought at the site of work well in advance by the Contractor. The gate pas of the Asphalt , Invoice of Cement, steel etc. shall be examined by the authorized representative of the Engineer-in-charge.

2. The Contractor shall submit periodically as well as on the completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise Asphalt, Cement, steel consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and authorized representative of the Engineer-in-charge.

3. All the materials such Asphalt, Cement, steel etc. shall be procured by the Contractor from approved University Institutions or as directed by Engineer-in-charge only. The materials from any other source in lieu of the approved Institutions shall be allowed except under written permission from the University Engineer. In such case, Certificate for its quality shall be produced by the Contractor and samples of materials shall be tested from any University Laboratory by the Contractor at his cost and the test results be supplied to the Department. The materials not conforming to the required standard shall be removed at once from the site of work by the Contractor as his own cost. All the materials such as Asphalt, Cement etc. required for use in the work shall be confirming to the concerned I.S. / M.O.R.T.& H. specifications. The Contractor shall get necessary tests carried out to the frequency specified for each material in the specification and submit the test results to the Engineer-in-charge or his authorized representative. These materials shall be used on work by the Contractor, only if the test thereof are found satisfactory to the results Engineer-in-charge or his authorized representative. For the purpose of daily testing of material, such metal, sand, rubble, etc., the Contractor shall make his own arrangements to install a well equipped Laboratory at the site of work at his own cost. The Contractor shall employ qualified personnel at the site of work at his own cost. The responsibility of carrying out tests to the

Frequency specified for each material shall rest with the Contractor.

The extract of register shall be submitted to the University Engineer with each bill.

Copy of register for the entire period shall be submitted along with the final Bill.

4. The Contractor shall construct at his own cost shed/ sheds as per direction of the Engineer-in-charge of the work for storing the materials and provide Double locking arrangements. The Store shed such constructed shall be

Removed on completion of work. The Contractor shall take all necessary steps to guard the materials brought by him.

5. The Contractor shall make his own arrangement for the safe custody of the materials brought by him on site of work.

6. The charges for conveying of materials from the place of purchase by the Contractor to the site of work and the actual spot on work site shall be entirely borne by the Contractor. No claims on this account shall be entertained.

7. Separate registers shall be maintained by the Contractor on the site for recording detailed item wise Asphalt, Cement and Steel consumption on the work.

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These registers shall be signed by Contractor or his authorized representative and got signed from the representative Engineer-in-charge.

8. The material required only for this work shall be kept in the go down at site. No material shall be shifted outside of the go down except for the work for which this arrangement is entered, without prior approval of the Engineer-in-charge.

9. The Contractor shall produce sufficient documentary evidence i.e. bill for the purchase, octopi receipts etc. for the purchase of material brought on the work site at once if so requested by the Department.

10. All these material i.e. cement, steel etc. shall be protected from any damages, rains etc. by the contractor at his own cost.

11. The Contractor will have to erect temporary shed of approved specifications storing of above materials at work site at contractors cost having double lock arrangements ( By Double lock - it is meant that go down shall always be locked by two locks, one lock being owned & operated by Contractor & other by Engineer-in-charge of his authorized representative & the door shall be open able only after both locks are opened.)

12. If required, the weighing of cement bags/ steel/ bulk asphalt boozers etc. brought by the Contractor shall be carried out by the contractor at his own cost.

13. The contractor shall not use cement and other material for the item to be executed outside the scope of his contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decided by the Engineer-in-charge.

14. The University shall not be responsible for the loss in cement, steel, bulk asphalt etc. during transit to work site. The cement brought by the contractor at the work site store shall mean 50 Kg. equivalent to 0.0347 Cubic Meter per bag by weight. The rate quoted should correspond to this method of reckoning. In Case of ordinary/controlled concrete, if cement is found short, the shortage/shortages will be made good by the contractor at his cost.

15. **INDEMNITY:** The condition regarding indemnity as defined on Page ..... At Sr.No.4 will apply mutatis mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

16. In case the material brought by the Contractor become surplus owing to the change in the design of the work, the material should be taken back by the Contractor at his own cost after prior permission of Engineer-in-charge.

17. All empty cement bags shall be returned by Contractor to Department and the University Engineer shall preserve them for one year as token of proof of use of cement in proper proportion in work.

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## Arrangement of Materials

1. The Contractor shall make his own arrangement for supply of materials including bitumen 60/70 grade, and 30/40 grade cement and steel, RCC pipes / Collars. The Contractor shall be responsible for all transportation and storage of the materials at the site and shall bear all the related costs. The Engineer shall be entitled at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for such inspection or examination as may be required.
2. The Contractor shall keep as accurate record of use of materials like bitumen, cement and steel used in the works in a manner prescribed by the Engineer.
3. After receiving the bitumen, the authorized challan / gate pass should be Obtained from the refinery mentioned in the quality of bitumen, grade of bitumen, date, time of delivery etc. and it should be handed over to department for each consignment.
4. While transportation of boozer a through transport pass should be obtained from the Corporation/ Municipality through which the boozer is passed and same should be handed over the authorized person of the Department.
5. If there is any doubt regarding the material received, the same should be get tested from the University laboratory at the cost of the Contractor, and if the results are substandard, the material or the work executed with such material will be rejected.
6. The day to day record of the receipt /utility/ balance of material should be kept by the Contractor at plant site / site of work / store and same will be checked by the Engineer-in-charge or authorized Engineer at any time.
7. The procurement of cement/ steel etc. should be from the authorized manufacturing company and the vouchers regarding purchase thereof shall be submitted to Engineer-in-charge.
  1. The testing charges shall be entirely borne by the Contractor.

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## **SPECIAL ATTENTION OF CONTRACTOR FOR EXECUTION**

### **Procurement of Material:**

Department will not supply any material for execution of work such as Cement, Tor Steel, Asphalt etc. The contractor has to arrange the same from his own source. The quality of the material brought to the site by the contractor should be verified through the various tests provided as per relevant Indian Standards at the cost of the contractor.

The adjustment for Variation in cost prices of Mild steel and Tor steel bars, structural steel, cement ( all tested quality) shall be separately made corresponding to the difference in the cost as per the basic price mentioned hereafter as per Price Variation Clause.

The contractor shall construct shed/sheds at his own cost and as per direction of Engineer-in-charge for storing the materials brought by him and provide double locking arrangements, one lock shall be in the charge of departmental person and the material shall be taken for use in presence of the departmental person only.

### **ENSURING GRADE OF ASPHALT BROUGHT ON SITE BY THE CONTRACTOR**

It shall be mandatory on the part of the contractor to procure the asphalt from University owned Refinery only. The contractor shall communicate the schedule of arrival of boomer of asphalt to the Engineer- in-charge in Advance. Apparatus and equipment for testing grade of asphalt shall be made available by the contractor at site. If the grade of asphalt is found as per specification written permission will be given for unloading the boomer by the Engineer –in-charge, otherwise Written instructions will be given for not using the same on site. ( Please Refer University Circular (Marathi) No. Misc 2005/CR-187/ N.H.2, dated 8/10/2007.

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## **ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS**

**Note: - These are to apply as additional specifications and conditions unless already provided for contradictorily elsewhere in this contract.**

**MORTH Specification for Road and Bridges Work latest edition with all amendments)**

**MORTH Specification for Road and Bridge Work (2001) shall form part of the contract documents and the contractors shall be legally bound to the Various provisions made therein unless and otherwise specifically relaxed or waived wholly or partly by any special clauses in the contract documents.**

### **1.0 CONTRACTOR TO INFORM HIMSELF FULLY:**

**The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and to have fully informed himself regarding the local conditions and carried out his own investigation to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Department but without any guarantee about it. If he shall have any doubt as to the meaning of any portions of these general conditions or the special conditions, or the scope of work or the specifications and drawings or any other matter concerning the contract, he shall in good time., before submitting his tender, set forth the particulars thereof and submit them to the University Engineer, in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.**

### **2. INDEMNITY:**

**The contractor shall indemnify the University against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the University in consequence of any action or suit being brought against the Contractor for anything done or committed to be done in the execution of the works of this contract.**

### **3. DEFINITIONS:**

**Unless excluded by or repugnant to the context,**

**(a) (a) The expression "Engineer" or "University Engineer" as used in the tender papers shall mean the University Engineer in charge of the work for the time being.**

**(b) The expression "Contractor" used in the tender papers shall mean the successful tenderer whose tender has been accepted, and who has been authorized to proceed with the work. The contractor shall / may be the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representatives of such an individual or**

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Person comprising such firm or company as the case may be and permitted assigns of such individual or firm or company.

(c) The expression "Contract" as used in tender papers shall mean the deed of contract together with its original accompaniment and those later incorporated in it by mutual consent. The contract shall mean the notice offender the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein and the accepted conditions, specifications, designs, drawings, priced schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one other.

(d) The time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description whatsoever intended or used thereof.

(e) "Drawing" shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

(f) "Engineer's representative" shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.

(g) "Provision sum" or "Provisional lump-sum" shall mean a lump sum included by Solapur University in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

(h) "Provisional items" shall mean items for which approximate quantities have been included in the tender documents.

(i) The "Site" shall mean the Sands and / or other places, on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Solapur University or used for the purpose of contract.

(j) The "Work" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra, additional, altered or substituted works as required for performance of the Contract.

(k) The "Contract Sum" shall mean the sum for which the tender is accepted.

l) The "Accepting authority" shall mean the officer competent to accept the tender.  
The Accepting Authority" shall mean the Registrar, solapur university solapur.

m) The "Day" shall means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.

n) "Temporary Works" shall means all temporary works of every kind required in or about the execution completion or maintenance of the work.

o) "Urgent Works" shall means any measure which in the opinion of the University Engineer become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working thereon.

p) A "Week" shall means seven consecutive days without regards to the number of hours worked on any day in that week.

q) "Excepted Risks" are risks to riots (otherwise than among contractors employees) and civil commotions (in so far as both these are uninsurable) war (whether declared or not)

Invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection,

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Lightening and unprecedented floods over which the contractor has no control and accepted as such by the accepting authority. Where the context so requires, words importing the singular number only also include the plural number and vice-versa.

Heading and Marginal notes if any to the general condition shall not be deemed to form par thereof or be taken into consideration in the interpretation or construction thereof the contract.

Wherever, there is mention of "Schedule of Rates" of the division or simply D.S.R. of schedule rates in this tender, it will be taken to mean as "The schedule of rate of the Division in whose jurisdiction the work lies"

#### **4. ERRORS, OMISSION AND DISCREPANCIES:**

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawing or between drawings and specifications etc. The following order of preference shall apply.

- i) Between actual scaled and written dimensions or descriptions on a drawing the latter shall be adopted.
- ii) Between the written or shown description of dimensions in the drawing and corresponding one in the specifications, the latter shall apply.
- iii) Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.
- iv) Between the written description of the item in the schedule of quantities and the detailed description in the specifications of the same items, the latter shall be adopted.

In case of difference between the rates written in figures and words, the rate adopted by the contractor for working out the total amount of the item will be taken as correct. In other cases correct rate would be that, which is lower.

In all cases of omissions and / or doubts or discrepancies in the dimensions or description of any item or specification, reference shall be made to the university engineer, Punyashlok Ahilyadevi Holkar, solapur university Solapur whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

The special provisions in detailed specifications and wording of any item shall gain precedence over corresponding contractor provisions (if any) in the standard specifications of public works department Hand Book where reference to such specifications is given without reproducing the details of contract.

#### **5. METHODOLOGY OF CONSTRUCTION AND CONSTRUCTION EQUIPMENTS :-**

##### **5.1 Construction Machinery / Equipments:**

5.1.1 The methodology and equipments to be used on the project shall be furnished by the Contractor to the University Engineer well in advance of commencement of work and approval of the University Engineer obtained prior to its adoption and use.

5.1.2 The Contractor shall give, a trial run of the equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the University Engineer before commencement of work, if so desired by the University Engineer.

5.1.3 All equipments provided shall be of proven efficiency and shall be operated and maintained at all times in the manner acceptable to the University Engineer.

5.1.4 No equipment or personnel shall be removed from the site without permission of the University Engineer.

5.1.5 Contractor shall furnish at least 15 days in advance his programmer of commencement of item of work, the details of actual methods that would be adopted by the contractor for the execution of various items of work such as well sinking, cast-in-situ, super-structure for bridge work items etc. for bridge works supported by necessary detailed drawings and

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Sketches including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc. and obtain prior approval of the University Engineer well in advance of starting of such item of work.

The University Engineer reserves the right to suggest modifications or make complete changes in the method proposed by the contractor, whether accepted previously or not at any stage of the work, to obtain desired accuracy quality and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Solapur University so long as specifications of the item remain unaltered. The sole responsibility for the safety and adequacy of the methods adopted by the contractors, will however, rest on the contractor, irrespective of any approval given by the Engineer.

**5.1.6 Abrasion Testing Machine for Tiles of standard make confirming to IS – 1237 & 1706 with suitable thickness measuring device to measure wear of the tile. It shall be suitable for operation on 415 v/50 Hz, 3 phase AC supply.**

#### **ELIGIBILITY OF TENDERER**

The contractor must deploy the requisite machinery as directed by University Engineer. Any other machinery required to carry out the work should be deployed by contractor on the directions of University Engineer at no extra cost.

#### **6. WORKING METHODS:**

Contractor shall submit, within times stipulated time by the Engineer, in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Engineer, at each of the locations, supported by necessary detailed drawings and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. And obtain prior approval of the University Engineer well in advance of starting of such item of work The University Engineer reserves the right to suggest modifications or make complete changes in the method proposed by the contractor, whether accepted previously or not, at any stage of the work. to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Solapur University so long as specifications of the item remain unaltered.

#### **7. PROGRESS SCHEDULE:**

**7.1** The contractor shall furnish within the period stipulated in writing by the University Engineer, of the order to start the work, a progress schedule in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit, the particular items, if any, on the due dates specified in the contract and shall have the approval of the University Engineer. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed schedule or schedules say week by week for any item, in case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

**7.2** The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress of schedule. The working and shift hour's restricted to one shift a day for operations to be done under the Solapur University supervision shall be such as may be approved by the University Engineer. They shall not be varied without the prior approval of the Engineer. Night work which requires supervision shall not be permitted except when specifically allowed by Engineer each time, if requested by the Contractor. The Contractor shall provide necessary lighting arrangements etc. For night work as directed by Engineers without extra cost.

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7.3 Further, the contractor shall submit the progress report of work in prescribed forms and charts etc. At periodical intervals, as may be specified by the University Engineer. Schedule shall be in form of progress charts, forms, progress statement and/or reports as may be approved by the Engineer.

7.4 The contractor shall maintain preform, charts, details regarding machinery, equipment, labour, materials, personnel etc. As may be specified by the Engineer and submit periodical returns thereof as may be specified by the University Engineer.

**7.5 PRIORITIES OF WORKS TO BE EXECUTED:**

Priorities for items to be executed shall be determined periodically keeping in view of the final time limit allowed for the work and all the time schedule fixed for intermediate stages of work.

**7.6 Revised Programmer of Work in case of slippage:**

In case of slippage from the approved work programmer at any stage, the contractor shall furnish revised programmer to make up slippage within the stipulated time schedule and obtain the approval of the University Engineer to the revised programmer.

**7.7 Action in case disproportionate progress:**

In case of extremely poor progress of the work or any item at any stages of work which in the opinion of the University Engineer cannot be made good by the Contractor considering his available resources, the University Engineer will get it accelerated to make up the lost time through any other agency, and recover the additional cost incurred, If any, in getting the work done from the Contractor after informing him about the action envisaged by him.

**8. TREASURE-TROVE:**

In the event of discovery by the contractor or his employees, during the progress of the work of any treasure, fossils, minerals or any other articles of value or interest, the contractor shall give immediate intimation thereof to the Engineer and forthwith hand over to the Engineer such treasure or things which shall be the property of Solapur University.

**9. AGENT AND WORK-ORDER BOOK:**

The contractor shall himself manage the work or engage an authorized all-time agent on the work capable of managing and guiding the work and understanding the specifications and contract condition. A qualified and experience, Engineer shall be provided by the Contractor as his agent for technical matters in case the University Engineer considers this as essential for the work and so directs contractors. He will take orders as will be given by the University Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the University Engineer and his representative on the work site. The contractor shall supply to the Engineer the details of all supervisory and other staff employed by the Contractor and notify changes when made, and satisfy the unquestionable right to ask for change in the quality and numbers of contractor's supervisory staff and to order removal from work of any of such staff. The contractor shall comply with such orders and effect replacements to the satisfaction of the Engineer. A work-order book shall be maintained on site and it shall be the property of Solapur University and the

Contractor shall promptly sign orders given therein by University Engineer or his representative and his superior officers, and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked. The blank work order book with machine numbered pages will be provided by the Solapur University free of charge for this purpose. The contractor will be allowed to copy out instructions therein from time to time.

The contractor shall be responsible for true and proper setting out of the work and for the correctness of the positions, level dimensions and arrangements of all parts of works and for providing all necessary instruments, appliances and labours in connection therewith at his own cost. Officers may assist the contractor in proper setting out. Solapur University instruments may be allowed to be used for setting out of work for which no cost shall be recovered from the contractor. If at any time during the progress of work, any errors arise in

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regard to levels of dimensions or alignment of any part of the work, rectification thereof, on being required to do so, will be carried out by the contractor at his own cost, unless such errors are based on incorrect data, supplied in writing by the Engineer or his authorized representative in which case the expenses of the rectification shall be refunded by Solapur University.

10.1 The contractor shall provide free of charge all labour and materials required for lining out. surveying, inspection decided by the Engineer as considered necessary for the proper and systematic execution of the work, Likewise only one bench mark with definite value of R.L. will be shown to contractor who shall have to provide for network of temporary benchmark's all along the bridge as required for University the work. The contractor shall be responsible for the provision, accuracy and maintenance of such temporary bench mark. He shall be responsible for the correctness of the position, levels, dimensions and alignments of all parts of the works and provisions of necessary instruments and labour in connection with it. The contractor shall provide scientific instruments and labour in connection with it. The contractor shall provide like theodolite and leveling instruments and steel tapes for lining out the bridge suitable masonry pedestals or wooden stacks firmly fixed shall be provided by the contractor for marking the Center lines of the structures.

**WATER :-** If the potable water is not available in the river bed the contractor has to make his own arrangements for potable water required for concrete mixing, its curing and other parts of the construction for which no extra claim will be paid by the Solapur University.

The Contractor shall appoint a survey agency with the approval of the University engineer in charge, for that, Contractor shall submit list of three survey agencies to University engineer in charge , along with the payment of his security deposit (as required under the clause one of the B-1 contract) . The University engineer in charge on receipt of such list will select one survey agency out of three and communicate it, along with the work order to contractor. Contractor should appoint survey agency as selected by the University Engineer The survey agency shall not be changed without permission of the University University Engineer The survey agency and / or contractor shall have

- 1) Latest survey instruments and/or equipment's viz. total station, auto levels, plotter etc.
- 2) Auto CAD, non-auto CAD base software to deliver desired outputs based on survey carried out using (1) above, in printed/soft copy as instructed by University Engineer
- 3) Necessary trained manpower to work on and deliver as (1) and (2) above.

For appointing survey agency, to carry out such surveys and deliver desired outputs in printed/soft as instructed by university engineer in charge as mentioned above the Contractor shall not be paid separately. His offer shall be inclusive of all.

#### 11) AUTHORITIES OF THE UNIVERSITY ENGINEER REPRESENTATIVE

The duties of the representative of the University Engineer are to watch and supervise the work and to test and examine any material to be used or workmanship employed in connection with the works.

The University Engineer may from time to time, in writing delegate to his representative any powers and authorities vested in the University Engineer and shall furnish to the Contractor a copy of all such delegations of powers and authorities. Any written instructions of Approval given by the representative of the University Engineer to the Contractor within the terms of such" delegations (but not otherwise) shall bind the Contractor and the Solapur University as through it had been given by the University Engineer, provided always as follows.

Failure of the representative of the University Engineer to disapprove any work or materials shall not prejudice the power of the University Engineer thereafter to disapprove such work or materials and so order the putting down, removal or breaking up thereof.

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**12) INITIAL MEASUREMENTS FOR RECORD:**

Where for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorized field book or measurement book of Solapur University by the Engineer or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. Recorded before starting the work, will render him liable to accept the decision of the Engineer as to the basis of taking measurements.

Like-wise the contractor will not cover any work which will render its subsequent measurements difficult or impossible without first getting the same jointly measured by himself; and the authorized representative of the University Engineer. The record of such measurements on the Solapur University side will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

**13) HANDING OVER OF WORK:-**

All the work and materials before finally taken over by Solapur University will be the entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude interim payments made for such work will not alter this position. The handing over by the Contractor and taking over by the University Engineer or his authorized representative will be always in writing, copies of which will go to the

University Engineer or his authorized representative and the contractor. It is, however understood that before taking over such work, Solapur University will not put it into regular use as distance from casual or incidental one, except as specially mentioned elsewhere in this contract, or as mutually agreed to.

**14) ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC. :-**

The Engineer, on a written request by the contractor, will if in his opinion, the request is reasonable and in the interest of work and its progress, assist the contractor in Securing, the priorities for deliveries, transport permits for controlled materials etc., where such are needed. The Solapur University, will not, however be responsible for the non-availability of such facilities or delay in this behalf and no claims on account of such failures or delays shall be allowed by the Solapur University. The Contractor shall have to make his own arrangement for machinery required for the work. Such machinery conveniently available with the Solapur University may be spared as the rules in force on recovery of necessary Security

Deposit and rent with Agreement in the prescribed Signature of Contractor form. Such an Agreement shall be independent of this contract and the supply of machinery shall not form a ground for any claim or extension of time limit for this work.

15. A) The Contractor shall set up and get it checked and certified by the University Engineer, a field laboratory with necessary equipments for testing of all materials, finished products used in the construction as per requirements of relevant specifications. The testing of all materials shall be carried out by the Engineer, or his representative for which the contractor shall make all the necessary arrangements and bear the entire cost.

B) At least 30% of the tests of those required as per frequency chart given in Clause 15.1 shall be carried out in Solapur University Laboratories of Vigilance & Quality Control Circle. All the tests which cannot be carried out in field laboratory shall be carried out 100% at the contractor's cost in Vigilance & Quality Control laboratory.

C) The tests which cannot be carried out both in field laboratory and Vigilance & Quality Control Circle's laboratories shall be carried out 100% in the laboratories of Government Engineering College / Government Polytechnic at the entire cost of Contractor.

15. 2 Frequency Chart for Testing of Materials.

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## ANNEXURE- 'A'

Sr.	Material	Test	Frequency of Testing	Remarks
1.	Sand	i) Fineness Modulus ii) Silt Content	At the beginning and if there is change in source for silt content	Every batch of sand
2.	Metal	i) Crushing value ii) Impact value iii) Abrasion value iv) Water Absorption v) Flakiness Index vi) Stripping value vii) Gradation	One test per 200 Cu.M. or part thereof.	PWD Hand Book I.S.2386 Part-II
3.	Cement Concrete	i) Compressive Strength	Up to 5 Cu.M.- 1 set 6-15 Cu. M. -- 2 sets 16-30 - 3 sets 31-50 - 4 sets 51 & above - 4 sets One additional set for each additional 50 Cu.M. or part thereof.	M.O.S.T. Specification 1716.
4.	Cement	i) Compo Strength ii) Initial setting time iii) Final setting time iv) Specific Gravity v) Soundness vi) Fineness	One test for each Consignment of 50 M.T. ( 1000 bags) or part thereof.	I.S.269 12269

## ADDITIONAL CONDITION FOR MATERIAL TESTING

15.1.1 It is mandatory on the part of Contractor to carry out all the required tests of various construction materials as mentioned in Schedule-'B' of the Tender.

If the contractor fails to submit required Test Results of the various construction materials as mentioned in the items of Schedule-'B', he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the University Engineer by letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within 10 days. If he again failed to carry out the required tests in stipulated time limit, the said tests will be carried out by the Solapur University and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the Contractor's bill.

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As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender Conditions and University Engineer's decision will be final and binding on the Contractor and it cannot be challenged by the Contractor by way of Appeal, Arbitration or in the Court of Law.

#### **15.2 SAMPLING OF MATERIALS**

Samples provided to the Engineer or his representative for their retention is to be in the labeled boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples will be rejected by the Engineer or his representative and shall be removed from the site as directed by the Engineer at the Contractor's cost. Samples required for approval and testing must be supplied well in advance by at least 48 hours to allow for testing and approval. Delay to work arising from the late submission of sample will not be acceptable as a reason for delay in the completion of work. For all materials brought from outside, the cost of sampling, testing whether in India or outside shall be borne by the contractor.

#### **16. CO-ORDINATION:-**

When several agencies for different sub-work of the project are to work simultaneously for the timely completion of the whole project smoothly, the scheduled dates for completion specified in each contract shall there-fore be strictly adhered to. Each contractor may make his independent arrangement for water, power, housing etc. If they so desire. On the other hand the contractors are at liberty to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer. No single contractor shall take or cause to be taken any steps or action that may cause disruption, discontent, or disturbance of the work labour or arrangement etc. of other contractor in the Project localities.

Any action by any contractor which the Engineer in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and shall be dealt with as such. In case of any dispute, disagreement between the contractors, the Engineer's decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors shall be final and binding on the contractors concerned and such a decision or decisions shall not violate any contract nor absolve the contractor's of his/their obligations under the contract nor consider for the grant for any claim or compensation.

#### **17. PATENTED DEVICE**

Whenever the contractor desires to use any designed devices, materials or process covered by the letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and the copy of their agreement shall be filed with the University Engineer if so desired by the letter.

#### **18. PAYMENT**

The contractor must understand clearly that the rates quoted are for completed work and include all cost due to labour, scaffolding, plant, machinery, supervision, power, royalties, taxes etc. and should also include all expenses to cover the cost of height work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained. The mode of measurement has been indicated in the specifications. If there is any ambiguity or doubt in this respect, the decision of Registrar will be final.

#### **19. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:-**

##### **19.1 SUPERVISION :-**

The Contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the University Engineer, to act on his behalf. If in the opinion of the University Engineer, the Contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the

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Contractor shall at his own expenses employ as his accredited agent & qualified Engineer approved by the University Engineer. Orders given to the Contractor's agent shall be considered to have the force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the University Engineer, the University Engineer shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the Contractor shall be responsible for the delay so caused to the works and the Contractor shall not be entitled for any compensation on this behalf.

#### **19.2 INSPECTION:-**

The Contractor shall inform the University Engineer in writing -when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the University Engineer shall have certified in writing to that effect. Approval of materials or workmanship or approval of part of the work during the progress of execution shall not bind the University Engineer or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alteration and modifications or reconstruction have been effected at the cost of the Contractor as shall enable him to certify that the work has been completed to his satisfaction. The Contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

#### **19.3 TEMPORARY QUARTERS:**

The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. Required for the work and shall make his own arrangement, provide housing for them with all necessary arrangements, including fire preventive measures etc. as directed by the University Engineer.

#### **19.4 SAFETY MEASURES AND AMENITIES:**

While executing the work, necessary precautions regarding safety of labour, supervisory staff, public and traffic users shall be taken by the agency according to rules and regulations specified by the Government of India / Government of Maharashtra.

1) The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The following are some of the requirements listed, though no exhaustive. The contractor shall also comply with the directions issued by the Engineer in this behalf from time to time and at all times.

2) Labour License: It shall be obligatory on the part of the contractor to obtained the necessary labour License from the labour Department within fortnight of issue of work order.

3) Providing protective foot-wear to workers, in situations like mixing and placing of mortar of concrete in quarries and places where the work is done under too much of wet condition as also for movements over surfaces infected with Dyster growth etc.

4) Providing protective head wear to workers, working in quarries etc. to protect them against accidental fall of materials from above.

5) Taking such normal precautions like providing hand rails at the edges of the floating platform or barges, not allowing nails or metal parts or useless timber to spread around etc.

6) Supporting workmen with proper belts, ropes etc. when working on any masters, cranes grabs, hoist, dredgers etc.

7) Taking necessary steps towards training the workers concerned in the use of machinery before, they are allowed to handle it independently and taking all

Necessary precautions in and around the areas where machines, hoists and similar units are working.

- 8) Providing adequate number of boats (of at all required for playing water) to prevent overload and over-crowding.
- 9) Providing life belts to all men working in such situation from where they may accidentally fall into the water, equipping the boats with adequate number of life belts etc.
- 10) Avoiding bare live wires etc. As would electrocute workers.
- 11) Making all platforms, staging and temporary structures sufficiently strong so as not to cause inconvenience and risk to the workmen and supervisory staff.
- 12) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocations, dropping and other injuries.
- 13) Take all necessary precautions with regard to use of divers.
- 14) Providing full length gum boots, leather hand gloves with fire proof apron to cover the chest and back reaching up to knees and protective goggles for the eyes to the laborers working with hot asphalt handling vibrator in cement concrete and also where use of any or all these items is beneficial in the interest of health and well being of the labourers in the opinion of the Engineer.

#### **20. EXPLOSIVES :-**

The Contractor shall at his own expense construct and maintain proper magazines, if such required for the storage of explosives for use in connection with the works, and such magazine, being situated constructed and maintained in accordance with the Government Rules applicable in that behalf.

The contractor shall at his own expenses obtain such Licenses as may be necessary for storage of explosives are approved by the Engineer, the Solapur University shall not be incurring any responsibility whatever in connection with storage and use of explosives on the site or any accident or occurrence whatsoever in connection therewith, all operations in or for which explosives are employed being at the risk of the contractor and upon his sole responsibility and the contractor hereby gives to Solapur University an absolute indemnity in respect thereof.

#### **21. DAMAGE BY FLOODS OR ACCIDENTS :-**

The contractor shall take all precautions against damage by floods or like or from accident etc. No compensation will be allowed to the Contractor on this account or for correcting and repairing any such damage to the work during construction. The contractor shall be liable to make good at his cost any plant or materials belonging to the Solapur University, lost or damaged by floods or from any other cause which is in his charge.

#### **22. RELATION WITH PUBLIC AUTHORITIES :-**

The contractor shall comply with all rules, regulation, bye-laws and direction given from time also by any local public authority in connection with this work and shall himself pay fees or charges which are leviable on him without any extra to the Solapur University.

**23 POLICE PROTECTION:** For the Special Protection of camp and the contractor's works, the Solapur University will help the contractor as far as possible to arrange for such protection with the concerned authorities if so required by the Contractor in writing. The full cost of such protection shall be borne by the contractor.

#### **24 MEDICAL AND SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED ON THE CONSTRUCTION BY THE CONTRACTOR**

a) The contractor shall provide an adequate supply of potable water for use of laborers on work and in Camps.

- b) The contractor shall construct trench or semi permanent latrines for the use of the Labourers. Separate latrines shall be provided for men and women.
- c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the Labourers according to the following specifications :-

**25. PROCUREMENT OF MATERIALS:-**

**25.1** Where suitable and approved P.W. Department's quarries exist, the Contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be however, liable to pay compensation. If any damage is caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour.

**25.2** Where no suitable Solapur University quarries exist or when the quantity of the material required cannot be obtained from a P.W. Department quarry the Contractor or pieceworker shall make his own arrangements to obtain the material from existing or a new quarry in Solapur University waste land, private land or land belonging to other States or Talukas, etc.

After opening the quarry but before starting collection the quarry shall be got approved by the University Engineer or his representatives. The Contractor or piece worker shall pay all royalty charges compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of land will be entertained.

**25.3** The day to day record of the receipt / utility balance of material should be kept by the contractor in the form of register for each material like asphalt, cement, steel at plant site / site of work / store and the same will be checked by the University Engineer or authorized Engineer at anytime. This register shall be signed daily by the contractor or his representative and representative of University Engineer. The contractor shall submit periodically as well as on completion of work an account of all materials used by him on the work to the University Engineer.

**25.4** While transportation of bouzer, transport pass should be obtained from those corporation / municipality through whose limits the boozier is passed and should be handed over to the authorized representative of the Solapur University.

**25.5** The procurement of cement / steel etc. should be from authorized manufacturing company / institutions and vouchers regarding purchase thereof shall be submitted to the University Engineer. The material from any other source other than the approved institutions shall not be allowed unless written permission from the University Engineer is taken. In such cases certificate for test, quality shall be produced by the contractor and samples of materials shall be tested from any Solapur University laboratory by the contractor at his cost and the test results be supplied to the Solapur University. The materials not conforming to the required standard shall be removed at once from the Site of work by the contractor at his own cost. All the materials such as asphalt, cement etc. required for use In the work shall be confirmed from the concerned 1000 of M.O.R.T.H. specifications. These materials shall be used on work by the contractor only after the tests thereof are found satisfactory. The responsibility of carrying out tests to the frequencies specified for each material shall rest with the Contractor.

**25.6** Any consignment or part of consignment of cement which is dilapidated in any way shall not be used In the works and shall be removed from the site by the contractor without charge to the employer.

**25.7** Cement shall be transported and handed and stored on the site such a manner as to avoid deterioration, contamination. Each consignment shall be stored separately so that it may be readily identified and inspected. Cement shall be used in the sequence in which it's delivered at site.

**25.8** The contractor shall prepare and maintain proper records on the site in respect of deliver, handling, storage and use of cement and these records shall be made available for inspection by the Engineer at all times.

25.9 The contractor shall construct at his own cost shed / sheds as per directions of the University Engineer for storing the material and providing double locking arrangements. (one lock of Solapur University and other of the Contractor) Materials shall be taken out from stores only in presence of authorized representative of the University Engineer. The store shed constructed on site shall be removed on completion of work. The contractor shall take all necessary steps to guard the materials brought by him.

25.10 Cement to be used in the works shall be any of the following types with the prior approval of the Engineer. Ordinary Portland cement conforming to IS 8 112 (latest edition) Ordinary / Portland cement conforming to IS 12269 (latest edition)

25.11 TMT FE-500 grade conforming to I.S. 1786 shall be used for reinforcement.

25.12 The contractor shall make his own arrangement for the self custody of the materials brought by him on the site of work.

25.13 The charges for conveying of the material from the place of the purchase by the contractor to the site of work and the actual spot of work shall be entirely borne by the contractor, No claim on this account shall be entertained.

25.14 The contractor should ensure that all safety precautions are observed by the labours while handling the materials and precautions. For their labour at the cost of the contractor and the contractor will bear all the expenses compensation etc. If any incident occur to the labour etc. no claim in this regard what-so-ever shall be entertained and the decision of the Solapur University will be final and conclusive.

25.15 In case the materials become surplus owing to the change in the design of the work after the materials are brought by the contractor, no claim in this regard will be entertained and the contractor will be required to take away such materials from the site.

25.16 The contractor should arrange for weighment of the boozer if desired by the University Engineer. The weighment shall be done in the presence of representative of the Solapur University at the cost of the contractor.

25.17 The weight of the steel bars used on the work will be calculated on the basis of standard weight per unit length vide IS. 1732. No wastage of steel will be considered at all. Cut pieces of the steel irrespective of the length will be the property of the contractor and no claim whatsoever in this regard shall be entertained. The consignment of the steel brought by the contractor having weight less than the standard weight per unit length of the bar as mentioned above will not be accepted. For this purpose random sample will be tested by the University Engineer and the decision of the University Engineer shall be binding on the contractor, if the steel received is over weight (more than standard weight per running meter length) no extra payment will be made and no claim in this regard whatsoever shall be entertained

25.18 No claims on account of cement or steel rods used for ancillary works on Site of-work shall be entertained.

25.19 All the materials to be brought on site shall be brought only on working days and in presence of an authorized representative of the University Engineer.

25.20 All the materials such as cement, mild steel, H.Y.S.D. Bars, TMT Bars etc. required for execution of work shall be brought by the contractor at his own cost.

25.21 The contractor shall maintain the record of these materials (cement, steel etc.) in the prescribed preform and registers as directed by University Engineer. The sample of prescribed preforms is attached at the end. These registers shall be signed by both the contractors and representative of the University Engineer. These registers shall be made available for inspection, verification for the Solapur University as and when required. These registers shall be in the custody of Solapur University and shall be maintained by the Solapur University.

25.22 The material required only for this work shall be kept in the go-down at site. No material shall be shifted outside of the go-down site except for the work for which this agreement is entered without prior approval of the University Engineer.

25.23 The materials i.e. cement, steel etc. brought on the work site shall be accompanied with necessary company/manufacturing firm's test certificates. In addition these materials shall be tested as per frequency prescribed by the Solapur University and the cost of such testing shall be borne by the contractor. If the test results are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards prescribed, these materials shall be immediately removed from the work site at the contractor's cost. In case of cement, if so requested by the contractor in writing, material shall be allowed to be used before receipt, of test results but this will be entirely at the risk and cost of the contractor.

25.24 The contractor shall produce sufficient documentary evidence i.e. bill for the purchase of materials brought on the work site at once if so required by the Solapur University.

25.25 All these materials i.e. cement, steel etc. shall be protected from any damages rains etc. by the contractors at his own cost.

25.26 The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at contractor's cost having double locking arrangements (By double lock it/s meant that go-down shall always be locked by two locks, one lock being owned and operated by contractor and other by University Engineer or his authorized representative) and the door shall be open able only after both locks are opened.

25.27 If required, the weighment of cement bags I steel etc. brought by the contractor shall be carried out at his own cost.

25.28 The contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small items as are connected and absolutely necessary for this work as may be decided by the University Engineer.

25.29 The Solapur University shall not be responsible for the loss in cement and steel during transit to work site. The cement brought by the contractor at the work site store shall mean 50 Kilogram equivalent to 0.0347 cubic meter per bag by weight. The rate quoted should correspond to this method of reckoning. In case of ordinary I Controlled concrete, if cements found short, the shortage I shortages will be made good by the contractor at his cost.

## 26. MISCELLANEOUS :-

26.1 Rate shall be inclusive of Sales Tax, General Tax and other taxes etc.

26.2 For providing electric wiring or water lines etc. recesses shall be provided if necessary, through walls, slabs, beams etc. and later on refilled up with bricks or stone chipping, cement mortar without any extra cost.

26.3 In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside the Dept. Limits, the Contractor will have to make his own arrangements with the land owners and to pay such rents if any are payable as mutually agreed between them.

The Solapur University will afford the Contractor all the reasonable assistance to enable him to obtain Govt. Land for Such purpose on usual terms and conditions as per rules of Solapur University.

26.4 The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or P.W.D. Hand book where reference to such specifications is given without reproducing the details in contract.

**26.5** Suitable separating Barricades and enclosures shall be provided to separate material brought by contractor and material issued by Solapur University to contractor under Schedule "A" Same applies for the material obtained from different sources of supply.

**26.6** It is presumed that the Contractor has gone carefully through the Standard Specifications of Solapur University Hand Books and the Schedule of Rate of the Division and studied the site condition before arriving at rates quoted by him. Decision of the University Engineer shall .be final as regards interpretation of specifications.

**26.7** The stocking a storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness of the work. Suitable precautions shall be taken by the Contractor to protect, the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, such heavy materials shall be stored on approved platform.

**26.8** The Contractor shall be responsible for making good the damages done to the existing property during construction by his men.

**26.9** If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the Solapur University at his own cost.

**26.10** The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on work site for the use of University Engineer's representative.

**26.11** Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out No extra payment shall be made for rectification.

**26.12** General directions or detailed description of work, materials and items coverage of rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is however, drawn to the appropriate section clause(s) of the General Specifications in accordance with which the work is to be carried out.

**26.13** In the absence of specific directions to the contractor, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour materials, wastage, temporary work, plant, overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General conditions of contract.

**26.14** All measurements will made in accordance with the methods indicated in the specification, and specification read in conjunction with the General Conditions of Contract.

**26.15** The details shown on drawings and all other information pertaining to the work shall be treated and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Solapur University during execution. The contractor shall not, on account of such Variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.

**26.16** The recoveries if any from contractor will be effected as arrears of land revenue through the Collector of the District.

## **27. PAYMENTS AND MEASUREMENTS :-**

### **27.1 PAYMENT:**

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, supervision, power,

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royalties, octroi, taxes etc. And should also include all expenses to cover the cost of night work if and when required and no claim for additional payment beyond the prices or rates quoted will be entertained.

The mode of measurements has been indicated in the specification and in the schedule of payments, if there is any ambiguity or doubt in this respect the decision of Registrar will be final.

27.2 Two payments in a month will be granted by the University Engineer for construction of Bridge, if the progress is satisfactory, and shall be made as per, accepted payment schedule.

27.3 Contractor can have copies of the measurements and of the bills paid to him at his and his own responsibility.

**28. MAINTENANCE:- (BUILDINGS)**

28 (i) The Contractor shall maintain the finished and completed item of civil work as per Schedule „B” and specification for a period 10 years for water proofing and 7 years for polyurethane and 2 years for remaining items after the completion of work without any extra cost to Solapur University irrespective of the designs, standards and specifications etc. The Contractor shall get done the civil work as per specifications and drawing and keep the building in good condition throughout the 10 years for water proofing and polyurethane and 2 years for remaining items. 10 % (Ten Percent ) amount of water proofing work and 10 % amount of Ant termite treatment work. only shall be withheld from running account bill for 10 years towards water proofing from the date of actual completion of work as maintenance charges of the maintaining and keeping the building in good condition. This 10 % amount withheld towards shall be allowed to replace with bank guarantee or other recognized form and intermediate state if so desired in

Writing. This maintenance charges shall be in addition to security deposit. 28 (ii) on completion of the work in all respects, necessary certificate will be

Issued by the concerned University Engineer and the defects liability period will be counted from the date of issue of such certificates.

28 (iii) Defective work is liable to be rejected at any stage. The Contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for such rectification.

**29. FINAL BILL:**

29.1 The contractor should submit final bill within one month after completion of the work and the same will be paid within 5 months if it is in order. Disputed items and claims, if any shall be excluded from the bill and settled separately later on.

29.2 Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the stipulations of the contact.

29.3 Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting data details may be submitted subsequently at his own cost.

**30. PRELIMINARY ARRANGEMENTS: -**

30.1 The Contractor if necessary construct temporary roads and maintain these in proper condition till the completion of the work at his own cost. If necessary, he shall also, at his own expenses make necessary arrangements for acquisition of land required by him in connection with the execution of the work.

30.2 The contractor shall have to makes at his own cost all preliminary arrangements for labour, water electricity and materials etc. immediately after getting the work order. No

Claim for any extra payment or application for extension of time on the grounds of difficulty in connection with the above matter, will be entertained,

30.3 The contractor shall at his own expenses, engage watchmen for guarding the materials and plant and machinery and the work during-day and night against any

Pilferage of damages and also for prohibiting trespassers or damage to them.

30.4 The contractor shall have to make his own arrangement for water required for any purpose on the work.

31. **INSPECTION :-**

31.1 The contractor shall inform the University Engineer in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspection to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the University Engineer shall have certified in writing to that effect. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the University Engineer or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alterations and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

31.2 The contractor shall provide at his cost necessary ladders and such arrangements as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

31.3 The contractor after completion of work shall have to clean the site, of all debris and remove all unused materials other than those supplied by the Solapur University and all plant and machinery, equipment, tools etc. belonging to him within one month from the date of completion of the work, or otherwise the same shall be removed by the Solapur University at his cost and the contractor shall not be entitled for payment of any compensation for the same.

33. **ACCIDENT :-**

In the event of an accident involving serious injuries or damages to human life or death of any of his empIDyees and or labourers or tress passers, the same will be reported within 24 hours of the occurrence to the University Engineer and the Commissioner of workmen's compensation.

34. **EXCEPTED RISKS :-**

34.1 The contractor shall be under no liability whatsoever by way indemnity or otherwise for or in respect of destruction of-or damage to the works (save work condemned under the provisions of specifications and conditions of this tender prior to the occurrence of any excepted risk hereinafter mentioned) or temporary works or to property whether of the Solapur University or third parties or for or in respect of injury or loss of life which is the consequence whatever direct or indirect, were hostilities (whether were to declared

or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military of usurped power. Civil war or riot, commotion or disorder otherwise than among the contractor's own empIDyees or his piece worker and sub agencies (hereinafter comprehensively referred to as "The said excepted risks") and the Solapur University shall indemnify and save harmless the contractor against and' from the same and against and from all claims, demands proceedings, damages, costs charges and expenses, whatsoever arising there out or in connection therewith and shall compensate the

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Contractor for any loss of or damage to property of the contractor used for intended to be used / or the purpose of the works and laying at site of work and occasioned either

Directly or indirectly by the said excepted risks.

34.2 If the works or temporary works or any materials (whether for the former or the later brought to site shall sustain destruction or damages by reasons of any of the said excepted risks, the contractor shall be entitled payment for any permanent works and for any materials so destroyed or damaged and shall be paid by the Solapur University the cost of making good any such destruction or damages whatever to the works or temporary works and for replacing or making good such materials so far as may be necessary for the completion of the works on a prime costs basis as the University Engineer may certify to be reasonable. The contractor shall lodge his claim, in writing, supported by University Engineer immediately, but not later than 30 days of such occurrence of damage to works by excepted risk

34.3 Destruction, damage injury or loss caused by the explosion or impact whenever and wherever occurring of any mine bomb, shell, grenade or other projectile missile or ammunition or explosive or war resulting from action described in above shall be deemed to be a consequence of the. Said excepted Risk.

**35. QUALITY ASSURANCE AND MAINTENANCE:-**

35.1. The contractor to ensure the specified quality of work which will also include necessary surveys, temporary works etc. The contractor shall prepare a quality assurance plan and get the same approved form the University Engineer within one month from the date of work order. The contractor shall submit an organization chart of his technical personnel to be deployed on the work along with their' qualification, job descriptions defining the functions of reporting, supervising inspecting and approving. The contractor shall also submit a list of tools, equipment and the machinery and instruments which he proposes to use for the construction and for testing in the field and or in the laboratory and monitoring.

The contractor shall modify/supplement the organization chart and the list of machinery, equipment etc. as per the directions by the University Engineer and shall deploy the personnel and equipment on the field as per the approved chart and list respectively.

The contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get those approved from the University Engineer. The quality of the work shall be properly documented through certificate, records, check-lists and logbooks of results etc. Such records shall be compiled from the beginning of the work and be continuously update and supplemented and this will be the responsibility of the contractor. The forms should be got approved form the University Engineer.

35.2 Where the work is to be done on lump sum basis on contractor's design the contractor shall also prepare and submit a maintenance manual giving procedure for maintenance, with the periodicity of maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. The maintenance manual shall be approved by the University Engineer. He shall also include the manual the specifications for maintenance work that would be appropriate. For his design and technique of construction. This manual shall be submitted within the contract period.

**36. TECHNICAL COMPLETION REPORT**

The contractor shall submit Technical Completion Report along with his final bill, which shall include:

1. Detailed measurements
2. Working drawing
3. Details of material brought on site and consumed in the work, which shall also

Indicate standard consumption and deviation if any, with reasons.

4. Test Results of all materials used in the work with an abstract of total tests carried out and required as per frequency of tests as laid down in the relevant M.O.R.T & H. Specifications.

5. Rough meter survey data as laid down in acceptance criteria.  
Design Calculations / Job-Mix Formula etc. Maintenance Manual.

#### CLAUSES IN THE CONDITION OF CONTRACT

a) All materials and workmanship shall be of the respective type described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the site. All samples shall be supplied by the Contractor.

b) No work is to be covered up or put out of view without the approval of the Engineer for his examination and measurements.

b) During the progress of the works, the engineer shall have the power to order the removal from the site of any unsuitable material, substitution or proper suitable material and the removal and proper re-erection notwithstanding any previous test or interim payment therefore, and of any work which is in respect of materials or workmanship is not, in the opinion of the Engineer in accordance with the contract.

#### 37. DAY-TO-DAY QUALITY CONTROL OPERATIONS:

The day-to-day controls to be exercised by the Contractor and the Engineer are enumerated in the below paragraphs:-

c) Mineral aggregates to be used should be checked for their specifications, requirements and got approved by the Engineer.

#### 38. IN CASE OF CEMENT CONCRETE WORKS

i) Besides manufacturers test certificate for quality of cement, at least one set of physical and chemical tests should be conducted for each source of supply of verification. Where the quality is in doubt, or where the cement had been stored for long period or in improper condition, the Engineer shall call for testing the cement at more frequent intervals.

ii) Job mix formula worked out based on trials carried out in the Contractor's laboratory should be got approved by the Engineer.

iii) The mineral aggregates should be tested for their properties. Water to be used for mixing should be tested for chemical impurities.

iv) Checking for stability and sturdiness of formwork.

v) Ensuring that the crucial equipment like mixers and vibrators are in working order before start of work.

vi) Control on water cement ratio.

vii) Control on workability and time elapsed between mixing and placing of concrete.

viii) Control on compaction and finishing.

ix) Tests on cube samples at 7 to 28 days.

x) Check on provisions for adequate curing.

xi) In case of masonry work, control should be exercised on the quality of the Material (e.g. stone, brick, sand, cement, etc.) as also on mortar proportions.

xii) For RCC work, quality of steel in each batch may be approved on the basis of Test certificate. The reinforcement layout should be checked for conformity with Approved

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Drawings and bar bending schedules. All laps should be checked for conformity with the specification. The reinforcement should be free of oil and loose rust scale and should be properly Tied with binding wire. The size and spacing of the bars as also the cover should be checked for correctness.

39. **PAYMENTS** :-

a) **RUNNING BILLS**

One payments in a month not will be granted by the University Engineer if the progress is satisfactory. Contractor should submit bills to the University Engineer in appropriate forms.

b) **FINAL BILL**

The Contractor should submit final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed item and claims if any, shall be excluded from the final bill and settled separately later on.

40. **PHOTOGRAPHS** :

So as to observe the progress of work at different stage of execution of works, the Contractor shall take out colored photograph at 3 stages i.e.

1) Before execution, 2) during execution, and 3) after completion of work. Contractor shall take out at least 15 photographs of different location of each sub works at each stage. The photographs will be of post card size and the same shall be submitted along with the running bill in duplicate.

No extra cost shall be paid to the Contractor on this account.

41. **Jurisdiction** :

All matters arising from this tender shall have jurisdiction of court in Solapur.

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### **SPECIAL CONDITION (SAND, RUBBLE & MURUM)**

The contractors must produce official receipt indicating from which quarry/supplier the rubble, sand, murum has been brought & they should see that the same is brought from officially permitted quarries & suppliers only. It is obligatory on the part of the contractor to provide the original challans.

#### **TERMS & CONDITIONS FOR CEMENT & STEEL**

#### **TO BE PROCURED BY THE CONTRACTOR**

The contractor should aware that considerable delay is likely to occur in getting materials required to be procured and conveyed by rail whenever such materials are to be supplied by themselves. The contractors are therefore warned to procure their requirements sufficiently in advance to allow for the period usually taken for supply of such materials.

All materials will have to be procured by the contractor. The SOLAPUR UNIVERSITY may recommend the application of Licenses and permits for the release of controlled materials. The SOLAPUR UNIVERSITY, SOLAPUR however, does not undertake any responsibility whatsoever on account of difficulties and delays that may involve in connection with the materials for which applications may have been recommended by the SOLAPUR UNIVERSITY, SOLAPUR. The contractor shall remain fully responsible for producing all the licenses and permits required for collection of materials in proper time. No extension of time limit for claims for compensation shall be entertained by SOLAPUR UNIVERSITY on account of delays or difficulties that may arise in case of procurement of materials to be arranged by the contractor. The University Engineer of SOLAPUR UNIVERSITY should check the material before they are used in the work. If the material is not found as per relevant Indian Standard Specifications then such material will be rejected. All the reinforced bars except 6

mm dia shall be in the form of straight bars. The contractor should make their own arrangements for storage and proper security of materials procured by him by constructing a pakka shed, which should be leak proof and should protect the materials against atmospheric effect. The same shall be dismantled and removed within 15 days from the date of completion of work. No extra payment for the construction, dismantling and removing of the same shall be allowed. If the contractor fails to dismantle and remove the same within specified period then the same will be removed by the SOLAPUR UNIVERSITY at the cost and risk of the contractor. A regular account of consumption of materials by the contractor should be maintained by the contractor in the form desired and approved by the University Engineer and the contractor shall submit the same every week/month to the University Engineer.

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## GENERAL SPECIFICATIONS OF MATERIAL

### 1. Material. :

#### (A) Cement:

Unless specified all cement shall be Portland cement of 43 grade and above and in accordance with Indian standard specification as revised from time to time. The brand of cement shall be L&T, Ambuja, Rajashree, Ultratech, Coromandel and Vasavdatta. Before it is used on the work, brand shall be got approved from the Taluka Sports Complex Committee.

1 The Ordinary Portland Cement shall conform to IS: 8112 of 1989 with latest amendments, if any.

2The cement shall be supplied in HDPE bag and contents of each bag shall be 50 kg.

3The contractor should produce test certificate of manufacturer.

4No claim shall be entertained for increase in prices or no deduction will be made for decrease of prices. The cement brought by contractor shall be get tested by the contractor from Govt. / Semi-Govt. or SOLAPUR UNIVERSITY approved Laboratory, before it is used on work. If it is found to be according to IS: 8112 of 1989 then only it will be allowed to be used, otherwise it will be rejected. The results of tests so obtained shall be final & binding on the contractor over & above the test certificate of manufacturer.

5It is obligatory on the part of the contractor to provide the original challans from the cement-supplying agents or from the company along with the test certificates; otherwise the cement will not be allowed to be used on the work.

6Contractor will not be allowed to keep the stock of cement for a requirement of more than one month period.

7When the cement is to be consumed in bulk i.e. while casting roof slabs, or any other structure, any mass concrete, contractor will have to procure fresh cement duly tested.

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**(B) Mild Steel and Tor Steel**

The mild steel bars and C.T.D. bars shall be conforming to IS: 1786 (1985).

MS bars conform to IS : 236-1962 and IS : 432 (part-I) 1966 and shall be quality of Grade-I (Especially pages 8 & 9, para 8 and 9 Table I column (4) of IS : 432 (part-I 1966).

**Cold Twisted Deformed Bars:** The cold twisted deformed bars shall conform to IS: 266-1962 and IS: 1786-1985 and shall be tested for its quality with physical requirements as per page 6 para 8 of 1986-1966.

The steel of each lot or load shall be tested in the Govt. / Semi Govt. laboratory and tolerance limit is as per the IS. The weight & diameter of steel bars will be acceptable up to tolerance limit specified in the relevant IS. The contractor should note that the payment will be strictly as per standard weight i.e. 8 mm dia bars, standard weight is 0.39 kg / R.M. As per IS the tolerance limit is (+/-) 7 %. The minimum weight will be 0.36 kg / R.M. And maximum weight will be 0.41 kg / R.M. However, the payment will be made as per 0.39 kg / R.M.

The steel to be procured shall be manufactured by the following companies only or shall be rolled by approved rolling mills of (steel from any other company will not be accepted) companies i.e. SAIL, TISCO, RASHTRIYA ISPAT, Goa Ispat Pvt. Ltd; Mahalaxmi, Kolhapur & Sharada Ispat, Nagpur.

The contractor shall produce test certificate of manufacturers. The steel brought by contractor shall be get tested by the contractor from Govt. / Semi Govt./ SOLAPUR UNIVERSITY approved laboratory before it is used on work and if it is found to be according to IS: 226-1977 & IS 1786-1985 then only it will be allowed to be used, otherwise it will be rejected.

It is obligatory on the part of the contractor to produce the original challans for purchase of steel / reinforcement along with the test report; otherwise the contractor will not be allowed to use the same on the work. Requirement of steel as per approved designs and drawings should be worked out by the contractor within one month of approval of drawings so as to facilitate the procurement by the contractor. The SOLAPUR UNIVERSITY will consider alternative equivalent sections in steel to suit convenience of procurement and these alternative sizes and lengths shall be procured by the contractors without delay and no claims for additional rates for fabrications of alternative sections shall be entertained by the SOLAPUR UNIVERSITY, SOLAPUR.

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Weight of steel that will be procured by the contractor will be computed on the basis of following table:

Bar diameters (mm)	Weight in Kg / Rmt. Length of bar
6 mm	0.22
8 mm	0.39
10 mm	0.62
12 mm	0.89
16 mm	1.58
18 mm	2.00
20 mm	2.46
22 mm	2.92
25 mm	3.85
28 mm	4.83
32 mm	6.31
36 mm	7.99
40 mm	9.87

The procurement of steel from the reputed manufacturers, as mentioned in para 5 above, shall be on the basis of weight and diameter wise. Weight & diameter shall both be mentioned in concerned register. The surplus steel after completion of work shall also be removed from the site by contractor after it is inspected and certified by the University Engineer.

All the steel procured by the contractor shall be used including cut pieces whenever feasible and practicable and allowed by University Engineer only. The cut pieces which are not useable shall be separately stacked. Specific permission from the University Engineer shall be taken by the contractor for taking away such cut pieces, which are not useful. Their length and weight diameter wise shall be taken in presence of SOLAPUR UNIVERSITY Representative. Such

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Cut pieces are taken away with prior permission from University Engineer of SOLAPUR UNIVERSITY, SOLAPUR its lengths and weight diameter wise shall be taken in presence of SOLAPUR UNIVERSITY representative.

**(C) SAND:**

Sand shall be clean and gritty composed of hard siliceous grains and free from clay or any vegetable/organic matter. All sand shall pass through a mesh 4.75 mm. If there is any trace of earthy matter, sand must be washed.

**(D) AGGREGATE:**

The aggregates shall consist of broken stone, sound, hard and durable so as to pass through a 20 mm mesh. The size shall not vary as far as possible. All aggregates must be perfectly cleaned, cubical and should be washed if necessary and free from sulfur. No limestone shall be used.

**CENTERING:**

The term centering shall include all forms, moulds, shuttering, plates, poles, shores, strutting and up rights and all other temporary supports for the concrete to be laid. The centering shall be of such dimensions and as constructed as to remain rigid during the process of laying, curing, tamping and setting the concrete. Joints must be water tight so as to prevent the leakage of liquid cement paste.

**MIXING OF CONCRETE:**

Unless otherwise stated concrete should be batched in mixer. Concrete shall be mixed in proportion of one part of cement, parts of sand and parts of aggregate. In case of hand mix 10% extra cement shall be used and the concrete must be thoroughly mixed at least 3 times in dry stage before water is added as far as possible. The mix shall always be brought to the same degree of water consistency and fairly wet mixture must be used particularly for beams. Concrete must be mixed on watertight platform sufficiently large to allow two heaps being mixed simultaneously. The crushing strength of concrete at 28 days and 7 days shall be as per IS: 456. If the work test is not found to be of required strength then necessary deduction shall be made in the rate of that quantity proportionately if the strength is not within the acceptable limit. If the tolerance is not within the acceptable limit the part of structure shall be broken and reconstructed at the cost of contractor.

**WATER CEMENT RATIO:**

The proportion of water should be as per IS: 456-2000 Clause 5. The proportion of aggregate cement & sand and its crushing strength will depend upon the grade of concrete. It is obligatory on the part of contractor to carry out design mix for all grades of concrete based on the approved aggregate sand & cement.

**PLACING OF CONCRETE:**

Before any concrete is put in position centering must be well watered to prevent it sucking moisture from the concrete. The concrete shall be placed in its final position in the work as soon as possible after mixing and care must be taken to place it gently in position and not to drop it

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From a height. It must be well tamped and vibrated with mechanical immersion/plate/screed vibrators till all the air is expelled out. Care shall be taken to see that reinforcement is thoroughly surrounded by the liquid concrete and there are no voids, or cavities are left. The concrete shall be continuously watered and kept damp for 21 days after placing in position.

#### **STOPPING A RECOMMENCING WORK:**

As far as possible once the concreting is commenced, it must be carried out without Stopping until the job is completed. If, however, stopping of concreting is unavoidable the break should be at right angles to direction of the span. On no account a joint shall be made towards the end or at the end of the beam or of slab. Wherever a joint has been made in the concrete the surface of the existing concrete must be carefully brushed with a steel brush before recommencing the work. Remove loose metal particles and dust. A thick grout of neat cement must be poured over the edge before the new concrete is placed against it. Where the concrete work should be stopped, shall be decided in advance by the Solapur University and is shown properly on plan.

#### **STRIKING CENTERING:**

Under the ordinary circumstances the centering of the slabs, beam and column shall be removed as per following conditions:-

(A)	Vertical sides of slab beam and columns	:	After 24 hours.
(B)	Bottom of slabs below 4.5 m. span.	:	07 days.
(C)	Bottom of slab above 4.6 m. span and arch		
	Bottom up to 20 m. span	:	14 days.
(D)	Bottom of beams over 6.0 m. span.	:	21 days.

For rapid hardening cement 3/7 of the above period will be sufficient in all cases except vertical sides of slabs, beams and columns which should be

Retained at least for 12 hours.

#### **GENERAL WORKMANSHIP:**

This should comply with Clause No. 1 of Indian Standard Specification IS 250:1965. It is

binding on the contractor to provide testing laboratory on site for conducting various tests..

#### **Notes:**

1. All the quantities shown in Schedule –'B' are approximate and are likely to Vry at the time of actual execution, as such no claims on this account shall be entertained.
2. All the rates are inclusive of all leads and lifts, labour and material involved for completed items and site clearance.
3. The rates are inclusive of all taxes, octopi and royalty charges.
4. The work shall be carried out as per the instructions / orders and to the entire satisfaction of the Engineer-in-charge.
5. The detailed specifications are as per Standard Specification Book Volume-I, Edition 1979 and Volume-II Edition 1981 published by the University of Solapur in Solapur University Solapur and Specifications for Building / Road and Bridge Works published by the Ministry of Road Transport and Highways 2001 Edition.
6. In case of detailed specification, all other specifications not quoted directly in Column No. 8 and 9, but quoted in Standard Specifications Book as Part-3 are also applicable as and where necessary, even if such specification numbers are not mentioned in Column No. 8 & 9. For any points not covered by the specifications given in the Specification Book or given as additional specification for respective items, the instructions of the University Engineer are final and binding on Contractor.

Signature of Contractor

No. of corrections

Executive Engineer

7. University Circulars issued previously and will be issued hereafter are binding on the Contractor.
8. Only natural sand is to be used for the construction items as per Schedule-B. No crushed sand is allowed for concrete and masonry work.

## DRAWINGS

### CONTRACT DRAWINGS:

The contract drawings provided for tendering purpose with the tender documents shall be used as a reference only. Contractor should visualize the nature of type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution / construction as experienced Contractor in the field.

The tendered rates / prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the Contractor is required to provide in accordance with the Contract.

### DOCUMENTATION:

If so ordered by the Engineer-in-charge, the Contractor will prepare drawings of the work as constructed and will supply original and three copies to the Engineer who will verify these drawings. Final as constructed drawings shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes at the Contractor's cost.

Signature of Contractor

No. of corrections

PAHSUS

### Schedule –B and Specifications

#### RENOVATION /UPGRADATION OF SCHOOL OF EARTH SCIENCES (UP-GRADATIONOF CLASS ROOMS PRACTICAL AND RESEARCH LABORATORIOS)

#### ABSTRACT SHEET

Sr. No.	Description	Unit	Qty	Rate	Amount
1	Corner Table :- Size 1000*1000*800mm (Length*Depth*Height) Table top: made of granite 18 to 19 mm thick corrosion-resistant black matt; Cabinet: use high quality galvanized steel sheet, the surface is electro-sprayed by epoxy resin powder, color can be chosen according to color disc; Handle: aluminum alloy dark type handle;	No's	15.00		
2	Island Bench:- 3000*1500*800mm (Length*Depth*Height) Frame: steel structure Table top: made of granite 18 to 19 mm thick corrosion-resistant black matt, one door one drawer; Cabinet: use high quality galvanized steel sheet, the surface is electro-sprayed by epoxy resin powder, color can be chosen according to color disc; Sideway: three section slide rail, no noise; Hinges: open type high quality hinges; Handle: aluminum alloy dark type handle; Accessories: reagent rack, sink, water drop shelf could be added	No's	2.00		
3	Electrification Work	Lump sum			
	<b>Total</b>				

Signature of Contractor

No. of corrections

PAHSUS

### Item No. 1 Corner Table



### Item No. 2 Island Bench



Signature of Contractor

No. of corrections

Executive Engineer