

**PUNYASHLOK AHILYADEVI HOLKAR
SOLAPUR UNIVERSITY
SOLAPUR**



ENGINEERING SECTION

B-2 TENDER PAPERS
(E-Tender)

FOR THE WORK OF - Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)

Estimated Amount	Rs.	23,57,198/-
Security Deposit	Rs.	1,17,860/-
Earnest Money	Rs.	23,600/-
Tender Period		6 Months [Including Monsoon]
Tender Notice No.		(E-Tender)

2024-2025

I N D E X

**Name of Work : Renovation / Upgradation of Knowledge Resource Centre
(University Library Furniture)**

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DISCLAIMER

1) Detailed Time Table for the various activities to be performed in the e-tender 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-tender process/activity.

2) Every effort is being made to keep the Website up to date and running smoothly 24 X 7 by the Solapur University and the service Provider. However, Solapur University takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any points 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-tender process and get their activities of e-tender 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.

**Name of work : Renovation / Upgradation of Knowledge Resource Centre
(University Library Furniture)**

Solapur University, Solapur

MAIN TENDER DOCUMENT

E-TENDER PROCEDURE

१.	GUINDELINGES TO BIDDERS ON THE OPERATIONS OF ELECTRONIC TENDERIGN SYSTEM OF SOLAPUR UNIVERSITY, SOLAPUR.
१.१	BLANK TENDER FORMS
	Tender Form can be downloaded from the e-Tender Portal of Government of Maharashtra i.e. www.mahatenders.gov.in after entering the details of payment towards Tender Fees as per the Tender Schedule.
१.२	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, - ४१३ २५५ and the same will be made available on e-tendering portal of Government of Maharashtra. i.e. 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.
१.३	The tender submitted by the tenderer shall be based on the clarification and shall be unconditional. Conditional tenders will be summarily REJECTED.
१.४	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.
१.५	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 and follow the procedure mentioned in the document -Procedure for application of Digital Certificate°.
१.६	For any assistance on the use of Electronic Tendering System, Users may call the number: २४x७ Help Desk Toll FREE No-१८००२३३७३१५
१.७	Tenderers should install the Mandatory Components available on the Home Page of 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 .
२	PRE-REQUISITES TO PARTICIPATE IN THE TENDERS PROCESSED BY SOLAPUR UNIVERSITY, SOLAPUR.
२.१	ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELECTRONIC TENDERING

	<p>SYSTEM:</p> <p>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 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 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.</p>
२.२	<p>OBTAINING A DIGITAL CERTIFICATE</p> <p>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.</p>
	<p>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.</p>
	<p>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, २०००.</p>
	<p>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</p>
	<p>Technology Act, २०००. 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</p>

	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.
२.३	<p>RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY</p> <p>To operate on the Electronic Tendering System, the Contractors are recommended to use computer System with at least १ GB RAM and broadband connectivity with minimum ५१२ kbp band width, Windows ७.०, Java ६.१० and I.E.७.० and above.</p>
२.४	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.
३.	STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE E-TENDERS PROCESSED BY MAHATENDERS
३.१	<p>PREPARATION OF ONLINE BRIEFCASE</p> <p>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.</p>
	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.
३.२	<p>ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS</p> <p>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.</p>
३.३	<p>DOWNLOAD OF TENDER DOCUMENTS</p> <p>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.</p>
३.४	<p>ONLINE BID PREPARATION</p> <p>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.</p>
३.५	<p>SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS</p> <p>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.</p>
३.६	<p>OPENING OF THE FINANCIAL BIDS</p> <p>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>

 <p>पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ ॥ विद्या संयन्त्र ॥</p>	<h2>PUNYASHLOK AHILYADEVII HOLKAR, SOLAPUR UNIVERSITY, SOLAPUR</h2> <p>Solapur Pune National Highway, Kegaon, Solapur - 413 255.(Maharashtra) website: http://sus.ac.in</p>
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ई-निविदा सूचना क्रमांक ----- सन २०२४-२०२५ (ऑनलाईन)

पुण्यश्लोक अहिल्यादेवी होळकर, सोलापूर विद्यापीठ, सोलापूर महाराष्ट्र शासनाच्या सार्वजनिक बांधकाम खात्याकडील नामांकित इंटरिअर कंत्राटदाराचा योग्य त्या वर्गातील नोंदणीकृत कंत्राटदारांकडून/इतर कोणत्याही राज्य शासन /केंद्र शासन /ऑर्गनायझेशनचा इंटरिअर कंत्राटदाराचा खालील कामांकरीता ब-१ नमुन्यातील निविदा ई-निविदा प्रणालीद्वारे (ऑनलाईन) मागविण्यात येत आहेत.

ई निविदा काम क्रमांक	कामाचे नाव	कामाची अंदाजित किंमत	इसारा/ बयाणा रक्कम	काम पूर्ण करण्याचा कालावधी	ई निविदा संचाची किंमत	नोंदणी वर्ग
०१	विद्यापीठाच्या ज्ञानस्रोत वेंढ्याच्या नुतनीकरण व अपग्रेडेशनचे काम करणे (विद्यापीठाच्या फर्निचरचे काम)	२३,५७,१९८/-	२३,६००/-	६ महिने	५,०००/- (ना-परतावा)	Class I-४ and Above

ई-निविदेचे वेळापत्रक

अ.	तपशील	दिनांक	वेळ
१	निविदा प्रकाशीत करण्याचा दिनांक	३०/०९/२०२४	सायंकाळी ०५.००
२	निविदा विक्री प्रारंभ दिनांक	३०/०९/२०२४	सायंकाळी ०५.००
३	निविदा विक्री अंतिम दिनांक	२१/१०/२०२४	सायंकाळी ०५.००
४	निविदा सादर करण्याचा प्रारंभ दिनांक	३०/०९/२०२४	सायंकाळी ०५.००
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 प्रक्रियेत 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.
०९२०-४२००४६२/०९२०-४००९००२ / 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 राखून ठेवलेले आहेत. विद्यापीठ अभियंता सोलापूर विद्यापीठ, सोलापूर.
- वरील कामांची ई-निविदा सोलापूर विद्यापीठाच्या <http://sus.ac.in> या इंटरनेटवरील वेबसाईटवर उपलब्ध आहे.

कुलसचिव
पुण्यश्लोक अहिल्यादेवी होळकर,
सोलापूर विद्यापीठ, सोलापूर



**PUNYASHLOK AHILYADEVI HOLKAR,
SOLAPUR UNIVERSITY, SOLAPUR**

Solapur Pune National Highway, Kegaon,
Solapur - 413 255.(Maharashtra)
website: <http://sus.ac.in>

Phone No. 0217/2744771/72. Fax No. 0217/2744770

E-TENDER NOTICE NO. FOR 2024-2025

Punyshlok AhilyaDevi Holakar Solapur University, Solapur invites sealed online B-1 tenders for the following work from the reputed Interior contractors Registered with Government of Maharashtra, Public Work Department in appropriate class./Empanelled as Interior contractors in any government/Central Govt. / Organization.

E-tender work No.	Name of Work	Estimated Cost Rs.	Earnest Money Rs.	Time limit for Completion	Cost of e-tender Form Fee Rs.	Class of Contractor
1	Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)	23,57,198/-	23,600/-	6 Months	5,000/- (NonRefundable)	Class I-4 and Above

E-tender time table

Sr. No	Dscription	date	Time
1	Tender Publish date	30/09/2024	05.00 p.m
2	Tender sale date	30/09/2024	05.00 p.m
3	Tender sale last date	21/10/2024	05.00 p.m
4	Tender submit date From	30/09/2024	05.00 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

Note :-

- 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://sus.ac.in> 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 there of is reserved.
- Above Tender Notice is displayed on <http://sus.ac.in> and website <http://mahatenders.gov.in>

**REGISTRAR
PUNYASHLOK AHILYADEVI HOLKAR,
SOLAPUR UNIVERSITY SOLAPUR**

**PUNYASHLOK AHILYADEVI HOLKAR
SOLAPUR UNIVERSITY, SOLAPUR**

Original Agreement No. : **B - 2/**

Name of Work : **Renovation / Upgradation of Knowledge Resource Centre
(University Library Furniture) .**

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Name of Contractor :

Number & Date of Work Order :

Amount put to Tender: : **23,57,198/-**

Percentage quotes :

Amount of Contract :

Date of Commencement :

Time stipulated for completion of work : **6 Months(Six Months)**

Date of completion as per Agreement :

Actual date of completion :

Reference to sanction of Tender. :

Signature of Contractor

No. of Corrections

University Engineer

DETAILS OF WORK

Name of Work : Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture).

Estimated cost of work : Rs. **23,57,198/-**

Earnest Money **Rs. 23,600/-**

Total Security Deposit 5%

(i) Initial Security Deposit :Rs. **58,930/-**

(ii) and Further Security Deposit to be deducted from bills. :Rs. **58,930/-**

Total Security Deposit (5% Percent). : Rs **1,17,860/-**

Registration Class of Contractor : **Class I-4 and Above**

TENDER SCHEDULE

1) Cost of Blank Tender Form	Rs. 5,000/-
2) Download period of online Tender	Dt. 30 /09/2024 at 05.00 am. To 21/10/2024 at 05.00 pm
4) 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.

Signature of Contractor

No. of Corrections

University Engineer

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 .

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

a) Online D.D. of Tender Form Fee 10,000/- 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 10,000/- 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 of Tender Form Fee and E.M.D. (as mentioned in 2 (a) and (b) above) the bid

Document Tender Fee and EMD to be paid via online mode only.

<p>opening process shall be done.</p> <p>(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.</p> <p>(5) If the concern office refuses to accept above documents then the contractor should approach the next higher authority in writing immediately.</p>	
<p>7) Place, Date and timing of Opening of Technical and Financial Bid.</p>	<p>Dt. 21/10/2024 at 05.00 pm. in the office of SOLAPUR UNIVERSITY, SOLAPUR. (if possible)</p> <p>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.</p>
<p>8) Validity Period</p>	<p>180 Days</p>
<p>9) Time limit for completion of work</p>	<p>6 Months</p>

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 Public Works Department.

Name and signature of :
Contractor

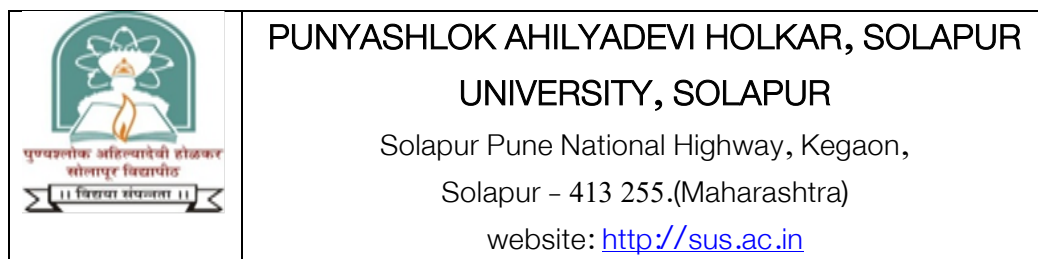
Power of Attorney holder :

With complete Address :

Signature of Contractor

No. of Corrections

University Engineer



Invitation for tenders
Detailed tender notice to contractor

Name of Work: Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)

1.0 Solapur University, Solapur invites sealed online B-2 tenders for the following work from the reputed Interior contractors Registered with Government of Maharashtra Public Work Department in appropriate class./Empanelled as Interior contractors in any other government/Central Govt. / Organization

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	Earnest Money (Rupees)	Security Deposit (Rupees)	Class of Contractor	Time limit in Tender (Calendar months)
1.	Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)	23,57,198/-	23,600/-	1,17,860/-	Class I-4 and Above	6 Months

1.1 Tender form, conditions of contract, specifications and contract drawings can be downloaded from the eTendering portal of Solapur University, Solapur i.e. <https://Su.digitalunierisity.solapur.maharashtra.etenders.in> after entering the details, payment of Rs. 10,000/- (Rupees Ten Thousand only) should be paid 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 offer of the Contractor shall remain valid for acceptance for a minimum period of 90 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.

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

1.5 The tenders are invited on the Solapur University 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, authorising him to conduct transaction on 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.

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) Correction** : No corrections shall be made in the tender documents. Any corrections that are to be made by crossing the incorrect portion and writing the correct portions above with the initials of the tenderer.
- e)** 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 Firm.
- f)** The **MVAT @ 2%** from Contractor **registered** under **MVAT 2005** and **5%** from Contractor **Unregistered** Under **MVAT 2005**, shall be deducted from R.A.bill amount Whether measured bill, advance payment or secured advance.
- g)** 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 The EMD RS **23,600/-** if applicable shall be paid via online

2.2 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.

2.3 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 Solapur University.

2.4 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.

2.5 Performance Security

Tenderer is more than 10% below the cost put to tender.

The Contractor shall deposit an additional EMD along with the EMD as per Clause 1.0 within 10 days of acceptance of tender in the form of Bank guarantee, when the below percentage quoted is more than 10 % of cost put to tender.

The amount of EMD shall be worked out as per following formula

$$\text{Add EMD} = \frac{\text{Rs.}[\% \text{ rate quoted by the contractor} - 10] \times 100 \times \text{Cost put to tender}}{100}$$

If the contractor does not deposit this additional EMD (if applicable) within stipulated time then his earnest money deposit will be forfeited and his tender will not be considered for acceptance. This additional EMD 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 scanned copy of DD Drawn in favour of Finance and Account Office Solapur University, Solapur is attached with envelope No.2**

3.0 TENDERING PROCEDURE

3.1 Blank Tender Forms

Tender Forms can be purchased from the e-Tendering Portal of solapur university solapur. <http://mahatenders.gov.in> etenders.in after paying tender Fees via online mode as per the **Tender Schedule**.

3.2 Guidelines to Bidders on the operations of Electronic Tendering System of Public Works Department.

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

3.3 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 Solapur University Solapur 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 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 / 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 Authorised 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 form is required to authorise) 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 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 Authorised User. The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation 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 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.

3.4 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 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 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 Solapur University Solapur 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 Re-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 solapur university solapur on the home page of **Solapur University Solapur** eTendering Portal on <http://mahatenders.gov.in> 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. After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately reencrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

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 Hash 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 Hash Submission stage within the stipulated time will not be allowed to decrypt / reencrypt the Bid data / submit documents during the stage of Decryption and Reencryption of Bids (submitting the Bids online).

4. Shortlisting 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 shortlisted Contractors will be intimated by email.

5. 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 **Solapur University Solapur** e-Tendering Portal immediately after the completion of opening process.

6. 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.

3.6 Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)

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 EMD RS 62,500/- if applicable shall be paid via online mode

3.6.2) Scanned copy of Certificate as a Registered Contractor with the Government of Maharashtra in **Public Works Department**/Empanelled as Interior contractors in any other government/Central Govt. / Organization 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 (2021-22, 22-23, 23-24).

3.6.4) 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.

3.6.5) Scanned copy of Details of work of similar type and magnitude carried out by the contractor not less than 50% cost of tender (in Form No.3)

3.6.6) Scanned copy of Details of technical personnel on the rolls of tenderer (in Form No.5).

3.6.7) Scanned copy of Attested copy of Registered Partnership Deed, if the tenderer is a partnership firm and Power of Attorney.

3.6.8) Scanned copy of Details of work done during last three years (2021-22, 22-23, 23-24) with the value of work unfinished. (in Form No.6)

3.6.9) Scanned copy of VAT registration Certificate and clearance Certificate.

- 3.6.10) **Scanned copy of** Valid Professional Tax registration Certificate and Professional Tax Clearance certificate with list of employees duly attested by professional Tax Officer.
- 3.6.11) **Scanned copy of** Forwarding letter.
- 3.6.12) Numbering should be done for all papers containing in **Envelope No. 1** (all these things should be in one file.

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 Solapur University after the pre-tender Conference. A tender submitted without this would be considered as invalid.

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 any where 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 Solapur University as informed to him by a letter from Registrar / 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 Public Works Department' for **Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture) in Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur.**

3.9 OPENING OF TENDER :-

On the date 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 Solapur University, 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 Solapur University. The tenderer 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.

b) Earnest money of minimum **Rs. 23,600/-** shall be paid via online using NEFT/RTGS / NET BANKING

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.

4.0 Earnest Money in the form of cheques or any other form except above will not be accepted.

(i) 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.

(ii) In case of Joint Venture, Earnest money Exemption certificate in individual capacity will not be accepted. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. The Security Deposit, additional security deposit etc. in the form of T.D.R. / F.D.R. issued in the name of Joint Venture Company drawn by scheduled bank having branches in Maharashtra and endorsed, in the name of **Punyashlok Ahilyadevi Holkar Solapur University Solapur** for the period of one year will be considered.

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 payable at Solapur pledged in favour of **Punyashlok Ahilyadevi Holkar Solapur University Solapur** or Bank Guarantees from a Nationalised / Scheduled Banks payable at Solapur in the enclosed form and complete the contract documents failing which his earnest money will be forfeited to Solapur University. The balance 50% security deposit will be recovered from the R.A. bill at 2% 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 upto expiry of valid extension if any as directed by University Engineer.

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 Solapur 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 University Engineer make good the deficit.

5.3 There shall be no liability on the Solapur University to pay any interest on the Security Deposited by or recovered from the Contractor.

5.4 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.

6.0 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.

7.0 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.

8.0 (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.

9.0 The data whatsoever supplied by the Solapur University along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Solapur University accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.

10.0 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.

- 11.0 The contractor or the firms tendering for the work shall inform the Solapur University if they appoint their authorized Agent on the work.
- 12.0 No foreign exchange will be released by the Solapur University for the purchase of plants and machinery for the work by the Contractor.
- 13.0 Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Solapur University dues from the Contractors will be affected from the payment due to the Contractor from any other Solapur University works under execution with them.
- 14.0 All pages of tender documents, conditions, specifications, correction slips etc. shall be initialled by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.
- 15.0 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.
- 16.0 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.
- 17.0 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

18.0 VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of **180 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.

- 19.0 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 authorised signatory. The tender should bear full signature of the tenderer, or his authorized power of attorney holder in case of Firm.
- 20.0 All matters arising from this tender shall have jurisdiction of court in Solapur.

100 Rs. Bond

नमुना सत्यप्रतिज्ञा लेख

सत्यप्रतिज्ञा लेख (Affidavit)

मी वय वर्ष राहणार
 या सत्यप्रतिज्ञा लेखाव्दारे लिहून देतो की मी
या कंपनीचा/फर्मचा प्रोप्रायटर / भागीदार असून

Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture) in Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur. या कामासाठी निविदा सादर केली आहे. ह्या निविदेच्या Envelope No.1 मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. ह्यामध्ये कोणत्याही त्रुटी, चुका नाहीत असे शपथपूर्वक मान्य करित आहे. ह्या कागदपत्रांमध्ये काही चुकीची दिशाभूल करणारी, खोटी तसेच अपूर्ण माहिती आढळल्यास मी कायदेशीर कार्यवाहीस पात्र आहे व राहीन.

कंत्राटदाराची सही

Signature of Contractor

No. of Corrections

University Engineer

FORM – III

Details of works of similar type and magnitude carried out by the Contractor

Name of the tender : **Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture) in
Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur.**

Sr.No.	Name of work	Cost of work	Date of starting	Stipulated date of period of completion	Actual date of completion	Remarks
			SPECIMEN FORM			

Signature of Contractor

No. of Corrections

University Engineer

FORM – IV

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

Name of tender : Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture) in Punyashlok Ahilyadevi Holkar Solapur University Kegaon, Solapur.

Sr. No.	Name of work	Cost of work	Date of Starting	Stipulated date of completion	Actual date of completion	Remarks
<div data-bbox="760 776 1205 894" style="border: 1px solid black; padding: 10px; display: inline-block;"> SPECIMEN FORM </div>						

Signature of Contractor

No. of Corrections

University Engineer

FORM – V

Details of Technical Personnel available with Contractor

Name of the Tender : Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)

Sr.No.	Name and Designation	Qualification	Wheter working field or office	Experience of execution of similar works	Period for which the persons working with the tenderer	Remarks
<div data-bbox="800 678 1146 769" style="border: 1px solid black; padding: 5px; display: inline-block;">SPECIMEN FORM</div>						

Signature of Contractor

No. of Corrections

University Engineer

Form No. VI

STATEMENT SHOWING WORK DONE IN ALL CLASSES OF INTERIOR FURNITURE WORKS DURING LAST THREE YEARS

NAME OF CONTRACTOR :-

Sr. no.	Name of work	Amount Put to Tender / Tendered cost	Agreement No. G r a n d T o t a l :-	Date of Commencement	Amount of work done during each of last three years (Rs in lakhs)			Amount of work still remaining to be executed 2023-24 Rs. In lakhs
					2021-2022	2022-2023	2023-2024	
1	2	3	4	5	6	7	8	9

Outward No. and Date of Certificate issuing authority University Engineer

Signature of Contractor

No. of Corrections

University Engineer

Agreement of Hire of Machinery

(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 _____ 20 .

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, Executive 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 Government contractors registered in appropriate Class with Government of Maharashtra 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, Executive 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

Signature of Contractor

No. of Corrections

University Engineer

included the firm of all partners of the Firm, the company at material time and their successors).

Party of the Second Part

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. Where as party of the second part herein is a registered Government Contractors as stated in appropriate Class with Government of Maharashtra.

AND whereas the party of the second part is or is likely to submit the tender for _____
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 Solapur University 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 witnesseth 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.

Signature of Contractor

No. of Corrections

University Engineer

2) **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.

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 Government 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

Signed Executed
and delivered for and on
behalf of

Shri./ M/s_____

Shri. /M/s_____

In presence of :

- 1) _____
- 2) _____

**AFFIRMED AND EXECUTED BEFORE ME
NOTARY**

Signature of Contractor

No. of Corrections

University Engineer

**NAME OF WORK : Renovation / Upgradation of Knowledge Resource Centre
(University Library Furniture)**

DECLARATION OF THE CONTRACTORS

I/We hereby declare that I/we have made myself /ourselves thoroughly conversant with the local conditions regarding all materials and labour of which I/we have based my/our rates for this work. The specifications, conditions 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 **University Engineer** or his duly authorised 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 FILLED 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

No. of Corrections

University Engineer

GENERAL DESCRIPTION AND SCOPE OF WORK
--

Name of Work : Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)	
Introduction :-	The Solapur University is situated on Solapur-Pune Road (National Highway-65) near Kegaon Village. This work is Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)
Provision Made in Estimate	This estimate mainly includes the preparing and supply of tables of required different sizes, chairs and cupboards for workstation of the university.
Climate:-	The work is located in hot good climate area. The average rainfall is about 500 mm .The normal temperature in dry time is about 30 to 40 degree centigrade
Availability of Material	The material required for this work is available at in ample quantity. However the contractor shall confirm these facts before quoting this offer.

FORM B-2

ITEMISED RATE TENDER AND CONTRACT

FOR WORKS

DEPARTMENT : PUNYASHLOK AHILYADEVI HOLKAR
SOLAPUR UNIVERSITY, SOLAPUR

DIVISION : ENGINEERING SECTION, PAHSUS

NAME OF WORK : Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)

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 Office of **Registrar** and signed by the **Registrar, Punyashlok Ahilyadevi Holkar Solapur 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 **Registrar** for the purpose of identification and shall also be open for inspection by contractors at the office of the **Registrar, Punyashlok Ahilyadevi Holkar 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 Solapur University 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 the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.

Signature of Contractor

No. of Corrections

University Engineer

- 2 (A) i) The contractor shall pay alongwith a tender the sum of **Rs 23,600/-** as and by way of earnest money. Earnest money shall be paid via online using NEFT/RTGS or payment gateway mode. The said amount of earnest money shall not carry any interest whatsoever. The contractor may pay the said amount by forwarding along with the tender " Treasury Challan or short term deposit receipt " for a period of one year of any Nationalised/ Scheduled Bank for the like amount in favour of the **Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur** The said amount of earnest money shall not carry any interest what so ever.
- 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.
- iv) 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 Solapur University, hereunder, or in law, Solapur University shall be entitled to forfeit the full amount of the earnest money deposited by him.
- v) 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 **Registrar** or his duly authorised 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 Finance and accounts Officer shall refund the amount of earnest money deposited by the contractor online.
6. The officer competent to dispose off 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 Solapur 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 Solapur University 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 Solapur University 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.
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 Solapur University no proposals to adopt alternative methods will be accepted. The University Engineer decision as to what is "the usual method in use in the Solapur University" 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 Solapur University for the purchase of plant and machinery required for the execution of the work contracted for (GCD/SUS/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 Solapur University 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 licence 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 Solapur University. (Reference Government of Maharashtra, 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 **Registrar**, 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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Signature of Contractor

No. of Corrections

University Engineer

(for office use only)

* In figures as well as in words.	<p><u>TENDER FOR WORKS</u></p> <p>1. I/We hereby tender for the execution, for the Solapur University (hereinafter and hereinafter referred to as "Solapur University" of the work specified in the underwritten memorandum within the time specified in such memorandum 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 respectswiththe 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 Solapur University such material the rates to be paid for them shall be as provided in Schedule "A" here to.</p>
	MEMORANDUM
(a) if several sub-works are included they should be detailed in a separate list	(a) General Description – Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture)
(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. Manual.	<p>(b) Estimated Cost - Rs. 23,57,198/-</p> <p>(c) Earnest Money - Rs. 23,600/-</p>
(d) This deposit shall be in accordance with paras 213 and 214 of the M.P.W. Manual.	<p>(d) Security Deposit</p> <p>i) Cash (Not less than the - Rs. 58,930/- Amount of earnest money)</p> <p>ii)To be deducted from - Rs. 58,930/- the current bills.</p> <p style="text-align: right;">Total Rs. 1,17,860</p>
(e) This percent where no security deposit is taken, will vary from 5 percent to 10 percent according to the	<p>(e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit 5% Percent</p>

<p><i>requirement of the case where security deposit is taken see not 1 to clause 1 of condition of contract</i></p>	<p>by the time, half the work, as measured by the costs, is done.</p>
<p><i>(f) Give Schedule where necessary showing dates by which the various items are to be completed.</i></p>	<p>(f) Time allowed for the work from the date of written order to commence - 6 Calendar Months. (Six Calendar Months)</p>

	<p>2. I/We agree that the offer shall remain open for acceptance for a minimum period of 180 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 /BankChallanNo._____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.</p> <p>The amount of earnest money shall not bear interest and shall be liable to be forfeited to the Solapur 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 University 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.</p> <p>3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Solapur 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 lumpsum for securing exemption in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other contract or transaction of any nature whatsoever or otherwise.</p>
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Signature of Contractor

No. of Corrections

University Engineer

	<p>4. Should this tender be accepted I/We hereby agree to abide by and fulfil 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 Government the sums of money mentioned in the said conditions.</p>
<p>*Amount to be specified in words and figures.</p> <p>*Strike out (a) if no cash security deposit is to be taken.</p> <p># Signature of Contractor before submission of tender.</p> <p>Signature of Witness to contractor's signature.</p>	<p style="text-align: center;">Receipt No. _____ Dated _____</p> <p>from the at of sum of Rs.* _____/- (In words _____) Is herewith forwarded representing the earnest money (a0 the value of which is to be absolutely forfeited to the Government 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 be refunded.</p> <p>Contractor : _____</p> <p>Address : _____</p> <p>Dated : The _____ day of _____ 201_____</p> <p>(Witness) : _____</p> <p>Address : _____</p> <p>(Occupation) : _____</p>
<p>Signature of the officer by whom accepted.</p>	<p>The above tender is hereby accepted by me for and on behalf of the Solapur University</p> <p>Dated _____ day of _____ 201_____</p> <p style="text-align: right;">Registrar, Solapur University</p>

Signature of Contractor

No. of Corrections

University Engineer

CONDITIONS OF CONTRACT

**Security Deposit
PWD Resolution No.
CAT/1087/CR-
94/Bldg.2 dt.14-6-89**

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 **Registrar** concerned upto 15 days if the **Registrar** thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with Registrar incash of University securities endorsed to the Registrar(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 Solapur University at the time of making any payment of him for work done under the contract to deduct such sum as will amount to 5 percent of all moneys so payable such deductions to be held by Solapur University by way of security deposit.) Provided always that in the event of the Contractor depositing a lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 5 percent of the total estimated payment to the contractor for work done under the contract to make up the full amount of 5 percent by deducting sufficient sum from every such payment as last aforesaid until the full amount for the security deposit is made. All compensation or other sums of money payable for the Contractor to Solapur 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 Solapur 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 Solapur 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.

**Security deposit
PWD Resolution No.
CAT/1087/CR-94/
Bldg2 dated 21-6-2004**

The security deposit will not be accepted in forms of insurance company bonds as per Government orders ontained in no.CCM/PWD/CAT/4250 dated 27.12.1956. If the amount of the security deposit to be paid in a lumpsum within the period Specified at(A) above is not paid the tender/contract already accepted shall be considered as-

Signature of the Contractor

No. of Corrections

University Engineer

	<p>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 upto 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 Solapur University shall be released after expiry of period upto which the Contractor has agreed to maintain the work in good order is over. In the event of he Contractor failing or neglecting to complete rectification work within the period upto 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 Solapur University shall be adjusted towards the excess cost incurred by the Department on rectification work.</p> <p>* Note: This will be the same percentages as that in the tender at (e)</p>
<p>Compensation for Delay</p>	<p>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 Registrar (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.</p> <p>The Programme for completion of work is attached in form of bar chart on page No. 182. The contractor is supposed to carryout the work and keep the progress as per bar chart on page No. 182. The contractor should complete the work as per phase period given below, which is arrived from the bar chart.</p> <p>1/4th of the work in 1/4th ** of the time 1/2 of the work in 1/2 ** of the time 3/4th of the work in 3/4th ** of the time Full work to be completed in 6 (Six) Calendar months.</p>

Signature of the Contractor

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University Engineer

	<p>** 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 programme of details process laid down by the University Engineer.</p> <p>The following proportion will usually be found suitable In $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$ of the time.</p> <p>Reasonable progress of earth work $\frac{1}{6}$, $\frac{1}{2}$, $\frac{3}{4}$ of the total value of the work to be done.</p> <p>Reasonable progress of masonry $\frac{1}{10}$, $\frac{4}{10}$, $\frac{8}{10}$ of the total value of the work to be done.</p> <p>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 Registrar (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 to make necessary recommendation in this respect, irrespective of the fact that tender is accepted by Registrar.</p>
<p>Action when whole of security deposit is forfeited.</p>	<p>Clause 3 – In any case in which under any clause of this contract of the Contractor shall have rendered himself liable to 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 Solapur University shall have power to adopt any of the following courses, as he may deem best to the interest of Solapur University.</p> <p>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 Solapur University.</p> <p>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-</p>

Signature of the Contractor

No. of Corrections

University Engineer

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 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 Solapur 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 Solapur 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 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.

Signature of the Contractor

No. of Corrections

University Engineer

<p><i>Action when the progress of any particular portion of the work is unsatisfactory.</i></p>	<p>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.</p>
<p>Contractor remains liable to pay compensation if action not taken under Clauses 3 & 4</p> <p>Power to take possession of or require removal of or sale contractor's plant.</p>	<p>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 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 Registrar 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>

Signature of the Contractor

No. of Corrections

University Engineer

<u>Extension of time</u>	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 Registrar 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 Registrar or Vice-Chancellor 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 Registrar in this matter shall be final.
Final certificate.	Clause 7 – On the completion of the work the Contractor shall be furnished with a certificate by the University Engineer 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, 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 University Engineer or where the measurements have been taken by his subordinates until they have received approval from the University Engineer 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 University Engineer 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.
<i>Payment on intermediate certificate to be regarded as advance</i>	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

Signature of the Contractor

No. of Corrections

University Engineer

	<p>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 University Engineer, 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 University Engineer 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 University Engineer 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 University Engineer certificate of the measurements and of the total amount payable for the work shall be final and binding on all the parties.</p>
<p><i>Payment at reduced rates on account of items of work not accepted as so completed, to be at the discretion of the University Engineer.</i></p>	<p>Clause 9- The rates for several items of works estimated to cost more than Rs.1,000/- agreed to within shall be valid only when the items concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so contemplated by the Registrar may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.</p>
<p><i>Bills to be submitted monthly.</i></p>	<p>Clause 10 - A bill shall be submitted by the contractor in each month on or before the date fixed by the University Engineer for all works executed in the previous month, and the University Engineer 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 University Engineer 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 University Engineer may prepare a bill from such list which shall be binding on the Contractor in all respects.</p>

Signature of the Contractor

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University Engineer

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 University Engineer . 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.
Stores supplied by Solapur 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 Solapur University. it is required that the Contractor shall use certain stores to be provided by the Solapur University (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 Solapur 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 Registrar or University Engineer . Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the Departmental stores if the Registrar 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 Registrar 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 Registrar 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.

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University Engineer

<p>Works to be executed in accordance with specifications, drawings, orders etc.</p>	<p>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 University Engineer 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.</p>
<p>Alteration in specification and designs not to invalidate contracts.</p> <p>Rates for works not entered in estimate or schedule of rate of the district.</p>	<p>Clause 14 – The University Engineer 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 University Engineer and such alteration shall not invalidate 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 carried out at the rates entered in the schedule of Rates of the Division or at the rates mutually agreed upon between the University Engineer and the Contractor, whichever are lower. If the additional or altered work for which no rate is entered in 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 University Engineer of the rate which it is his intention to charge for such class of work and if the University Engineer 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</p>

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University Engineer

<p><i>Extension of time in consequence of addition or alterations.</i></p>	<p>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 University Engineer. In the event of a dispute the decision of the Registrar 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. The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the University Engineer as to such proportion shall be conclusive.</p>
<p><i>No claim to any payment or compensation for alteration in or restriction of work.</i></p>	<p>Clause 15- (1) If at any time after the execution of the contract documents the University Engineer shall for any reason whatsoever (other than default on the part of the Contractor for which the Solapur University is entitled to rescinded the contract) desire that the whole or any part of the 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 Registrar 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 aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.</p> <p>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</p>

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<p>No claim compensation on account of loss due to delay in supply of material by Solapur University</p>	<p>to the unexecuted part of the work by giving a 10 days prior notice in writing to the University Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the University 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 University 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.</p> <p>3) Where the University 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 University 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 University Engineer in this regard shall be final and conclusive against the Contractor.</p> <p>4) In the event of -</p> <ul style="list-style-type: none"> i) Any total stoppage of work on notice from the Engineer under sub-clause (1) in that behalf. 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. OR 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 curtailed beyond 25% at the rates for the item specified in the tender is more than Rs. 5,000/-
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University Engineer

	<p>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 University 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 Solapur University to take over on payment such material at the rates determined by the University Engineer, provided, however, that such rates shall in no case exceed the rates at which the same was acquired by the Contract. The Solapur 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 University Engineer.</p>
<p>No claim compensation on account of loss due to delay in supply of material by Solapur University.</p>	<p>Clause 15 (A) - The Contractor shall not be entitled to claim any compensation from Solapur University for the loss suffered by him on account of delay by Solapur University in the supply of materials entered in Schedule A where such delay is caused by</p> <ol style="list-style-type: none"> 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 Solapur University. <p>In the case of such delay in the supply of materials, Solapur 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.</p>
<p>Time limit for unforeseen claims.</p>	<p>Clause 16- Under no circumstances whatever shall the contractor be entitled to any compensation from Solapur University on any account unless the Contractors shall have submitted claim in writing to the University Engineer within one month of the case of such claim occurring.</p>

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<p>Action and compensation payable in case of bad work. Resolution No. CAT-1087/CR-94/Bldg.-2 Dated 14/6/89.</p>	<p>Clause 17- If at any time before the security deposit or any part thereof is refunded to the Contractor it shall appear to the University Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the University Engineer 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 University Engineer 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 University Engineer 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 University Engineer 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 hemay fix therefor.</p>
<p>Work to be open to inspection</p> <p>Contractor or responsible agent to be present.</p>	<p>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 University Engineer 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 University Engineer 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 tothe Contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.</p>
<p>Notice to be given before work is covered up</p>	<p>Clause 19 - The contractor shall give not less than five day's notice in writing to the University Engineer 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</p>

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	<p>placed beyond the reach of measurement any work without the consent in writing of the University Engineer 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 such work or for the materials with which the same was executed.</p>
<p>Contractor liable for damage done and for imperfections.</p>	<p>Clause 20- If during the period of 24 Months from the date of completion as certified by the University Engineer pursuant to clause 7 of the contractor or 30 months (Thirty 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 Solapur University the amount of such cost, charges and expenses sustained or incurred by the Solapur 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 Solapur University the same may be recovered from the Contractor as arrears of land revenue. The Solapur 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 Solapur 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 Solapur University. The diffect liabilities period in particular for Water proofing treatment (Building work) shall be 10 years.</p>

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<p>Liability of Contractor for any damage done in or outside work area.</p>	<p>Clause 21- Compensation for all damages done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of the Solapur University property including and damage caused by the spreading of fire mentioned in Clause 22 shall be estimated by the University Engineer or such other officer as he may appoint and the estimate of the University Engineer subject to the decision of the Registrar 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 University Engineer from any sums that may be due or become due from Solapur 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.</p>
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University Engineer

Employment of female labour	Clause 22- The employment of female labourers on works in neighbour-hood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labour with the nearest employment exchange.
Work on Sunday	Clause 23- No work shall be done on a Sunday and Solapur University Holidays without the sanction in writing of the University Engineer.
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 24- The contract shall not be assigned or sublet without the written approval of the University Engineer. 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 or person in the employment of Solapur 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 Registrar may there upon 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 Solapur University, and the same consequences shall ensue as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
Sum Payable by way compensation to be considered as reasonable compensation without reference to actual loss.	Clause 25- All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the Solapur University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.
Changes in the constitution if firm to be notified	Clause 26 : In case of tender by partners, any change in the constitution of a Firm shall be forthwith notified by the Contractor to the University Engineer for his information.
Direction and control of the University Engineer.	Clause 27- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the University Engineer , for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

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University Engineer

<p>Direction and control of the University Engineer.</p>	<p>Clause 28 (1) – Except where otherwise specified in the contract and subject to the powers delegated to him by Solapur University under the code, rules then in the force, the decision of the University Engineer 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.</p> <p>Clause 29 (2) -the Contractor may within thirty days of receipt by him of any order passed by the University Engineer as aforesaid appeal against it to the Vice-Chancellor 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)</p> <p>Clause 30 (3) - If the Contractor is not satisfied with the order passed by the Registrar as aforesaid, the Contractor may, within thirty days of receipt by him of any such order appeal against it to the Vice-Chancellor.</p>
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University Engineer

Lumpsums in estimates	Clause 31 - When the estimate on which a tender is made includes lumpsums 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 University Engineer capable of measurement, the University Engineer may at his discretion pay the lumpsum amount entered in the estimate and the certificate in writing of the University Engineer shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.
Actions where no specifications.	Clause 32 - In the case of any class of work for which there is no such specifications as is mentioned in Rule 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 University Engineer .
Definition of work	Clause 33 - 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 an whether original, altered, substituted or additional.
Contractor's percentage whether applied to net or gross amount of bill	Clause 34 - 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. Misc. 02/05/(291)/Buildg.2, dated 11/9/2003	Clause 35 - All quarry fees, royalties, octroi dues and ground rent for stacking materials, if any, shall be paid by the Contractor.

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<p>Compensation under Workmen's Compensation Act.</p>	<p>Clause 36 - 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 Solapur University as principal under sub-section (1) of Section 12 the said Act on behalf of the Contractor, it shall be recoverable by the Solapur 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.</p> <p>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 Solapur University the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of the Solapur University from any amount due or that may become due to the Contractor.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>c) Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.</p>
<p>Govt. Circular No.PWD/ID CAT-6076/3336/(400)/ Bldg.2, dated 16/08/1985.</p>	<p>Clause 37 (C) - The Contractor shall duly comply with the provisions of " the Apprentices Act, 1961" (III of 1961) , the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so , he shall be subjected to all the liabilities and penalties provided by the said Act and said Rules.</p>

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University Engineer

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. 5,000/-

2. The Contractor shall if ordered in writing by the **Registrar** 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. 5,000/- (the clause is not applicable to extra items).

4. This clause is not applicable to extra items.

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. 5,000/-.

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. 5,000/- at tendered rate whichever is more.

Employment of famine labour etc.	Clause 39 - The Contractor shall employ any famine , convict or other labour of a particular kind or class if ordered in writing to do so by the University Engineer .
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 University Engineer 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.	Clause 43 - i) No Contractor shall employ any person who is under the age of 18 years. iv) The University Engineer or his agent is authorised to remove from the work, any person found working which does not satisfy these conditions and no responsibility shall be accepted by the Solapur Univesity 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 Solapur University at the

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	<p>sanctioned tender rates.</p> <p>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.</p> <p>vii) Contractor to take precautions against accidents which take place on account of labour using loose garments while working near machinery.</p> <p>viii) All facilities provided in the Contract Labour (Regulation and Abolition Act 1971), the Maharashtra Contract Labour Regulation and Abolition Rule 1971 should be provided.</p>
Method of payment	Clause 44 - Payment to Contractors shall be made by cheque drawn on any treasury within the division convenient to them, or by RTGS, provided the amount exceeds Rs. 10/- . Amounts not exceeding Rs. 10 will be paid in cash.
Acceptance of conditions compulsory before tender for work.	Clause 45 - Any Contractor who does not accept these conditions shall not be allowed to tender for work.
Employment of scarcity labour.	Clause 46 - If Solapur 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 Solapur 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 Registrar 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 Solapur 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 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 with 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.

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University Engineer

<p>Maharashtra Value Added Tax Act, 2005 Govt. in P.W.Deptt. Circular No. BDG/ 2005 /CR-324/ Bdg.2 dated 3/3/2006.</p>	<p>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 Rule 58 of Maharashtra Value added Tax Act, 2005, for the purpose of levy of Tax.”</p>
	<p>Clause 48 - The rates to be quoted by the Contractor must be inclusive of MVAT. No extra payment on this account will be made to the Contractor.</p>
	<p>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.</p>
<p>PWD Government Resolution No.CAT/1097/CR-478/Bldg-2, Mantralaya, dated 23 rd March, 1998.</p>	<p>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 Maharashtra Government 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 of the said work, obtain the rest of requirement of unskilled labour from the outside the above scheme.</p>
	<p>Clause 51 – Wages to be paid to the skilled and unskilled labourers engaged by the Contractor.</p> <p>The Contractor shall pay the labourers – 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.</p> <p>The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder 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 of any violation by him of the provisions of the Act.</p> <p>The Contractor shall pay the labourers – skilled and unskilled– according to wages prescribed by Minimum Wages Act, 1948 applicable to the area in which the work is in progress.</p>

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University Engineer

<p>Government Circular No. CAT 1274/40364/Desk-2, Mantralaya, Mumbai.32 dated 07/12/1976.</p>	<p>Clause 52 - All amounts whatsoever which the Contractor is liable to pay to the Solapur 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 Solapur University to the Contractor , (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Solapur University to the Contractor for execution by him of the work and /or which advances have been given by the Solapur University to the Contractor shall be deemed to be arrears of land revenue and the Solapur University may without prejudice to any other rights and remedies of the Solapur University recover the same from the Contractor as arrears of land revenue.</p>
<p>Government Circular No. CAT 1284/(120)/Building-2, Mantralaya, Mumbai.32 dated 14/08/1985.</p>	<p>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 Maharashtra 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 Solapur 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 Solapur University to such workers shall be deemed to be arrears of land revenue and the Solapur University shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the Solapur University to the Contractor hereunder or from any other amount(s) payable to him by the Solapur University.</p>
	<p>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 Government of Maharashtra , Education Department No. TSA/5170/T5689, dated 7.7.1972).</p>
	<p>Clause 55 - (Government of Maharashtra, P.W.D.Resolution No.CAT-1086/CR243/K/Bldg.2,Mantralaya,Mumbai dated11/8/1987).</p>

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University Engineer

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 Filaria) of Health Services, Pune

b) The Contractor shall see that mosquitogenic 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 Programme and as directed by the Joint Director (Malaria and Filaria) 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 Solapur University the amount spent by the Solapur 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 Solapur University. (Government of Maharashtra, 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 contractvalue and complete contract period **COMPULSORILY** from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is " 264, MHADA , First Floor, Opposite Kalanagar, Bandra (East), Mumbai 400 051.

	<p>(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, Maharashtra 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 Solapur 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, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute the risks of insurance among the other insurers.</p>
<p>Government in P.W.Deptt. letter (in Marathi) No. Misc./ 10 / 09 / Pra.Kra.277/ Bldg.-2, Mantralaya, Mumbai.32 dated 17/08/2010.</p>	<p>Clause 57 - Building and Other Construction Workers Welfare Cess</p> <p>As per Government of Maharashtra, Industry, Energy & Labour Deptt. G.R. No. BLA 2009/Pra.Kra.108/Kamgar-7A, dt. 17/6/2010 & Public Works Department Circular No. BDG-2010/Pra.kra. 277/Building-2, dated 28/09/2010, Building and Other Construction Workers Welfare Cess 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.</p>
<p>The contractor should produce evidence of the same type of work done during last 3 years and its amount.</p>	<p>Clause 58 – The contractor should produce authentic evidence of the work done during last three years. The contractor must have done the same type of work of the same amount of work during last three years.</p>
<p>Jurisdiction</p>	<p>Clause 59 – All disputes arising out of this tender are subject to Solapur Courts jurisdiction.</p>
<p>Specimen to be prepared</p>	<p>Clause 60 - For every item of tables, chairs and cupboard one specimen is to be prepared and it should be got passed by the concerned architect and by the university engineer and then the contractor should prepare and supply the remaining quantity of furniture.</p>

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University Engineer

ADDITIONAL GENERAL CONDITIONS AND SPECIFICATIONS

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

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 Solapur University 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, Punyashlok Ahilyadevi Holkar solapur university ,Solapur** 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 Solapur 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 Solapur 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) 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 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 expression "Plant" as used in the tender papers shall mean every machinery, necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in. altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and

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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 "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.
- j) The "Contract Sum" shall mean the sum for which the tender is accepted.
- k) The "Accepting authority" shall mean the officer competent to accept the tender. The Accepting Authority shall mean the **Registrar, Punyashlok Ahilyadevi Holkar solapur university solapur.**
- l) 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.
- m) "Temporary Works" shall means all temporary works of every kind required in or about the execution completion or maintenance of the work.
- n) "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.
- o) A "Week" shall means seven consecutive days without regards to the number of hours worked on any day in that week.
- p) "Excepted Risks" are risks to riots (other wise than among contractors employees) and civil commotions (in so far as both these are uninsurable) war (whether declared or not)
- q) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, 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.

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- 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, 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

5.1 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 programme 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. 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.

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ELIGIBILITY OF TENDERER

The contractor must deploy the requisite machinery as directed by University Engineer. Any other machinery required to carryout 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 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.

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 proforma, 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.

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7.6 Revised Programme of Work in case of slippage:

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

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, 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 under standing 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 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 for shall provide free of charge all labour and materials required for lining out. inspection decided by the Engineer as considered necessary for the proper and systematic execution of the work,

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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 there of.

12) 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.

13. 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.

14. PAYMENT

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

15. SUPERVISION AND INSPECTION OF WORKS AND QUALITY CONTROL:-**15.1 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 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.

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15.2 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.

15.4 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.

16. DAMAGE BY ACCIDENTS :-

The contractor shall take all precautions against damage by 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.

17. 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.

18 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.

19 Payments and Measurements :**19.1 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, Dyalties, 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.

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- 19.2** One payment 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.
- 19.3** Contractor can have copies of the measurements and of the bills paid to him at his own cost and his own responsibility.

20. FINAL BILL:

- 20.1** 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.
- 20.2** 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.
- 20.3** Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting datal details may be submitted subsequently at his own cost.

21. PRELIMINARY ARRANGEMENTS: -

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

22. INSPECTION :-

- 22.1** 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.
- 22.2** 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.
- 22.3** 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.

23. ACCIDENT :-

In the event of an accident involving serious injuries or damages to human life or death of any of his employees 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.

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24. EXCEPTED RISKS :-

- 24.1** 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 employees 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 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.
- 24.2** 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
- 24.3** 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.

25. QUALITY ASSURANCE AND MAINTENANCE:-

- 25.1.** The contractor to ensure the specified quality of work. 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 organisation 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 complied 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 University Engineer.
- 25.2** 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

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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.

26. 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.

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. 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.

27. PAYMENTS :-

a) **RUNNING BILLS**

For each and every month the contractor has to prepare and submit the bill for work done by him during the month.

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.

28. PHOTOGRAPHS :

So as to observe the progress of work at different stage of execution of works, the Contractor shall take out **coloured photograph at 3 stages i.e. 1) Before execution, 2) During execution, and 3) After completion of work.** Contractor shall take out atleast 15 photographs of different location of each subworks 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.

29. Jurisdiction :

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

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Name of work :- Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture).

SCHEDULE - A

Schedule showing (approximately) the materials to be supplied from the solapur university solapur Public Works Divisional Stores for the work contacted to be executed and preliminary and ancillary works and the rates at which they are to be charged for

Sr. No.	Partiulars	Quatity	Unit	Rates at which the material will be charged to the Contractor		Place of delivery
				In Figure	In Words	
1	2	3	4	5	6	7
NIL						

Signature of Contractor

No. of corrections

University Engineer

Signature of Contractor

No.of Correction

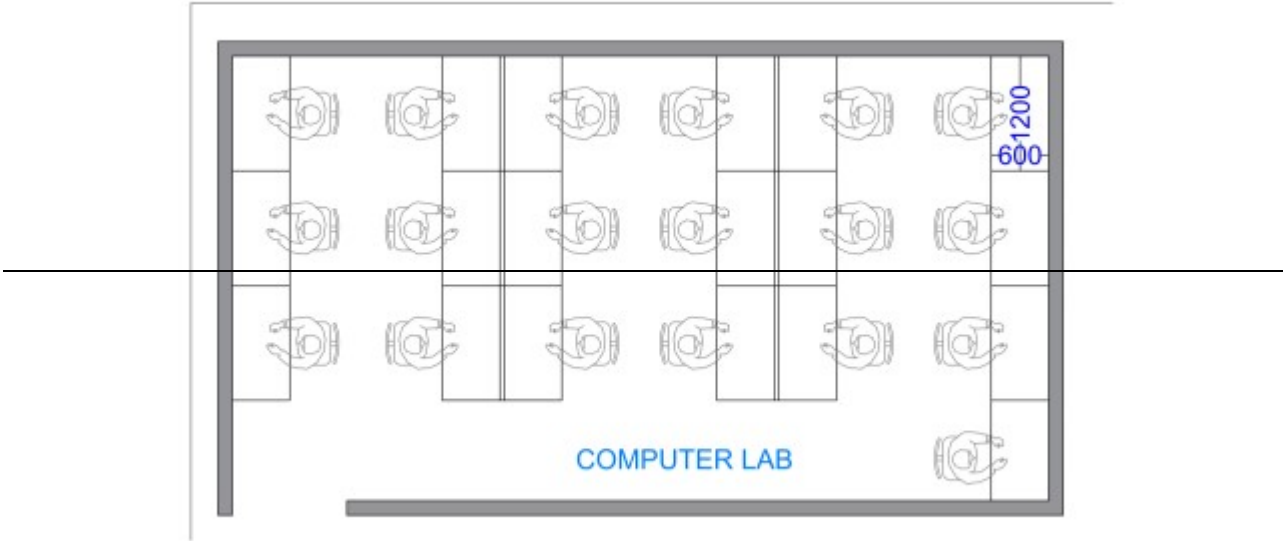
Estimate of Renovation / Upgradation of Knowledge Resource Centre (University Library Furniture).

S.No.	Description	Unit	Qty.	Rate	Amount
1	Providing & fixing Double Row & Single Row workstation table 900x600x750- Top to be made in 25mm thk in ply with laminate, vertical suport panel of 18 mm thick made in ply with laminate, keyboard tray made in18 mm ply with laminate etc.including all hardware items as per details drawing	Number	100.00		
2	Providing & fixing Sworkstation table Sharing modular partition With middle partition - Aluminium Modular partition (Front Partition) 60mm thk powder coating finish with provision of soft board and white board finish with including all hardware items	Square Meter	72.00		
3	Providing & fixing Sworkstation table Non-Sharing modular partition With middle partition - Aluminium Modular partition (Front Partition) 60mm thk powder coating finish with provision of soft board and white board finish with including all hardware items	Square Meter	72.00		
4	Providing & Arrangemnt of chairs (as per selection cost change)	Number	100.00		
5	ELECTRICAL WORK	Lumpsum			
Total Amount					
Add Contingencies Charges 5%					
Sub - Total					
Add GST 18%					
Net Total Amount					

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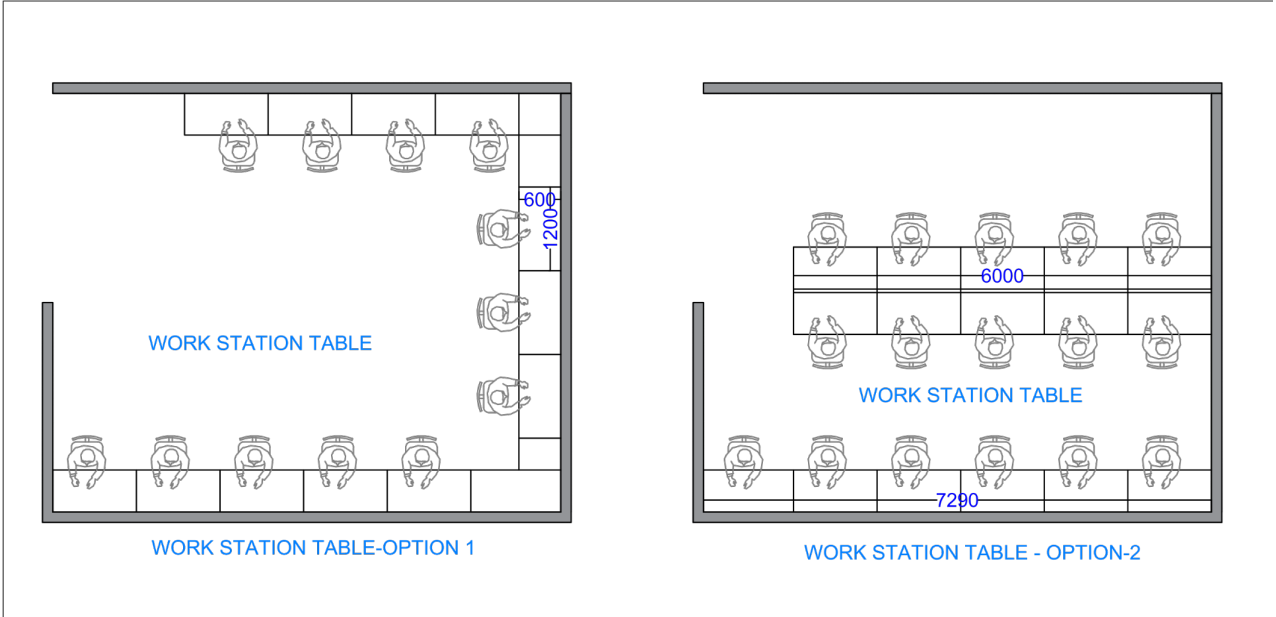
Drawings



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Drawings



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No.of Correction