



**DR. BABASAHEB AMBEDKAR TECHNOLOGICAL  
UNIVERSITY A/P:-LONERE, TALUKA:-MANGAON,  
DISTRICT:-RAIGAD  
ESTATE DEPARTMENT**

**B -1 AGREEMENT**

**TENDER PAPERS**

**No. Offline Tender/DBATU/Estate/2023-24/06**

**NAME OF WORK : - REPLACING DAMAGED FLUSH DOOR AT  
STAFF QUARTER (ALL STAFF QUARTERS).**

**AMOUNT PUT TO TENDER: - Rs. 5,48,635/-**

**Registrar  
Dr. B. A. T. University, Lonere**

## **DISCLAIMER**

1. Detailed Time Table for the various activities to be performed in tendering process by the tenderer for quoting his offer is given in this Tender Document under “ Tender Schedule ”. Contractor should carefully note down the cut-off dates for carrying out each tendering process / activity.
  
2. Every effort is being made to keep the website up to date and running smoothly 24 x 7 by the Government and the Service Provider. However, Government takes no responsibility and will not be liable for the website being temporarily unavailable due to any technical issue at any point of time.
  
3. In that event, University 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 tendering process and get their activities of tendering processes down well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
  
5. University will not be responsible for any incomplete activity of 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 tendering activities well in advance.

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Issued to:- \_\_\_\_\_

Transaction ID No.:- \_\_\_\_\_

**Registrar**



## Dr. Babasaheb Ambedkar Technological University

(Established by Government of Maharashtra and Governed by  
Dr. Babasaheb Ambedkar Technological University, Maharashtra Act No. XXIX of 2014)  
[www.dbatu.ac.in](http://www.dbatu.ac.in)

**Tender Notice No.:** DBATU/Store/Various Deptt/2023/01/349

**Date:** 07 FEB 2023

Following tenders are invited by Registrar, Dr. Babasaheb Ambedkar Technological University, Lonere

Tenders details	Start Date	End Date
<b>Online Mode (available on <a href="http://www.mahatenders.gov.in">http://www.mahatenders.gov.in</a>)</b> 1. 22 KV Sub-Station HT Cable Laying Work 2. Partition for Mechanical Department at DBATU Lonere 3. Partition for Civil Department at DBATU Lonere 4. University Main Building LT Cable Laying Work 5. Canteen Service at DBATU, Lonere	10/02/2023	28/02/2023
<b>Offline Mode (available on <a href="http://www.dbatu.ac.in">www.dbatu.ac.in</a>)</b> 1. Replacing damaged flush door at all staff quarters 2. Precast Gutter and Plinth Protection and Duct PCC Work of Indryani and Godavari Staff quarters 3. False Ceiling work at Computer Engineering Department 4. Construction of Warehouse for Civil and electrical Maintenance material 5. Repair and Reconstruction work of estate store room 6. Construction of Alumini Office at DBATU Lonere 7. Partition of Electronics Department 8. Providing & fixing fiber glass reinforced polyester door for toilet & WC at staff quarters 9. Painting and maintenance work at Dept. of Exam at DBATU, Lonere 10. Wire Fencing around Dhavalgiri Hostel 11. Wire Fencing around Malaygiri Hostel 12. Painting work of Silent Court (External) and Passage area at student section 13. Internal Painting work at Electronics (EXTC), Electrical and Petro-chemical Department 14. Increasing in depth of existing open well in front University Main Building	10/02/2023 from 11:00 am	28/02/2023 TO 05:00 pm

Extension for tender, retender, corrigendum or change in schedule will be published at <http://www.mahatenders.gov.in> for online mode and University website ([www.dbatu.ac.in](http://www.dbatu.ac.in)) for offline mode only. Right to reject any or all Tenders without assigning any reason there of is reserved by the University.

Date: 09/02/2023

H/...

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O/C

H/...

Registrar



# Dr. Babasabeb Ambedkar Technological University

(Established by Government of Maharashtra and Governed by Dr. Babasaheb Ambedkar Technological University, Maharashtra Act No. XXIX of 2014)

[www.dbatu.ac.in](http://www.dbatu.ac.in)

Offline Tenders in percentage rate in B-1 form for the following work are invited by the Registrar, Dr. Babasaheb Ambedkar Technological University, Lonere from registered contractors with appropriate class.

Name of work	Estimated cost (Rupees)	Earnest money (Rupees)	Time limit	Tender Fee (Rupees)	Class of Contract or	Tender Period
Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)	5,48,635/-	5500/-	4 Month	560/-	VI and above	As published on <a href="http://www.dbatu.ac.in">www.dbatu.ac.in</a>

Extension of tender, retender, corrigendum or change in schedule will not be published in Newspaper; it will be published only at [www.dbatu.ac.in](http://www.dbatu.ac.in). Right to reject any or all Tenders without assigning any reason thereof is reserved by the University.

**Registrar**

## TENDER SCHEDULE

<b>Name of work</b>	:	<b>Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)</b>
<b>Period of download of bidding document online</b>	:	As published on <a href="http://www.dbatu.ac.in">www.dbatu.ac.in</a>
<b>Last date and time for receipt of online bids (bid due date)</b>	:	As published on <a href="http://www.dbatu.ac.in">www.dbatu.ac.in</a>
<b>Time, date of opening technical bids</b>	:	As published on <a href="http://www.dbatu.ac.in">www.dbatu.ac.in</a>
<b>Date &amp; time of submission documents in original</b>	:	The bidder shall submit in sealed cover with name of work on the envelop hard copy of tender document duly signed by bidder to the office of Registrar, Dr. B. A. T. University, Lonere District - Raigad within 72 hours of the Bid lock time.
<b>Time, date of opening financial bids</b>	:	As published on <a href="http://www.dbatu.ac.in">www.dbatu.ac.in</a> . Or will be announced later
<b>Place of opening of technical bids</b>	:	Dr. B. A. T. University, Lonere District - Raigad
<b>Officer inviting bids</b>	:	Registrar, Dr. B. A. T. University, Lonere District - Raigad

### ADDRESS FOR COMMUNICATION

The Registrar,  
Dr. Babasaheb Ambedkar Technological University, Lonere.  
"Vidyavihar", A/P :- Lonere, Tal :- Mangaon  
Dist: - Raigad, Maharashtra, India, PIN: 402 103.  
Phone no: +91-2140-275142  
Fax No: +91-2140-275440  
University Engineer : 9421166351  
Email: [registrar@dbatu.ac.in](mailto:registrar@dbatu.ac.in)  
Email: [vschavan1412@rediffmail.com](mailto:vschavan1412@rediffmail.com)

## 1. INTRODUCTION

### 1.1 *About The University*

The district of Raigad is blessed with historical legacy of Chhatrapati Shivaji Maharaj and Bharat Ratna Dr. Babasaheb Ambedkar, both role models to the community. The University provides an environment, ideal and conducive for nurturing academic progress and pursuit of knowledge.

This University was established on 5th May 1989 by the Government of Maharashtra under the Dr. Babasaheb Ambedkar Technological University Act No. XXII,1989.

We celebrated the Silver Jubilee Year in 2014. With the appointment of New Vice-Chancellor Dr. Karbhari V. Kale, the state Government has declared this university as State Technical University to which the Engineering & Technology, Pharmacy, Architecture and Hotel Management and Catering Technology Institutes from the State shall get affiliated over the next few years. The University is committed to provide guidance and directions in quality technical education, research and development to meet the needs of industry, businesses, and the society, at large.

The benefit of the research and education at the University has to flow to the ecosystem in its surrounding.

At present, the University administers 8 UG and 06 PG Programmes in Engineering and Technology. It also has 08 Ph.D. programs. There are approximately 4500 students on the campus. The University has a conducted institute of its own, "Institute of Petrochemical Engineering", running Diploma Courses in eight streams of engineering and technology. The University extends its services to the society through a governmental scheme of "Community Polytechnic" by educating the dropouts and empowering them with technical skills. The University offers education especially to rural women through a Certificate Course in Nursing Technology.

## **PRE-QUALIFICATION CRITERIA**

Prospective bidders meeting the following minimum pre-qualification criteria are only eligible to respond to this invitation for bid.

**Checklist of Eligibility criteria should be as per the following table:**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Supporting Documents</b>
1.	a) The bidder should be a registered contractor with CPWD/PWD or Irrigation Department of Maharashtra/MJP/Kokan Railway/MIDC in appropriate class w.r.t. estimated cost put to tender	a) Valid Certified copy of Registration of the concerned authority.
2.	Minimum available Bid Capacity as per given in clause 4.1.15	Bid Capacity statement of the Contractor should be got certified from the Chartered Accountant.
3.	The bidder should be registered with statutory authorities as required	a) Scanned copy of valid G.S.T. Certificate, b) Scanned copy of PAN Card c) Income Tax Returns Statement for the last Three Assessment Years. d) GST Returns for last financial years.
4	Bidder should not have been blacklisted for any reason by any government institution / department in the last three years.	An affidavit by competent authority/ Self Declaration.
5.	A) Work done in all classes of Civil Engg. B) Similar type of work carried out C) List of Works in hand D) Undertaking Of Machinery	A) Form No. I (Page No.32) B) Form No. II (Page No. 33) C) Form No. III( Page No. 34) D) Format Page No.35
6.	Other Important Documents mentioned in Cover-I	Scanned copies of respective documents





# Dr. Babasabeb Ambedkar Technological University

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Dr. Babasabeb Ambedkar Technological University Act No. XXIX of 2014)

[www.dbatu.ac.in](http://www.dbatu.ac.in)

## ORIGINAL AGREEMENT NO.B-1

**Name of work: - Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)**

- 1) Name of Contractor : .....
- 2) Date of Receipt of Tender : .....
- 3) No. & Date of Work Order : .....
- 4) Amount put to tender : **5,48,635/-**
- 5) Percentage Quoted : .....
- 6) Amount of Contract : .....
- 7) Date of Commencement : .....
- 8) Time stipulated for completion of work 4 (**Months**) from the date of written order to start the work.
- 9) Date of Completion as per Agreement: .....
- 10) Actual Date of completion : .....
- 11) Reference to Sanction of Extension of time:
  - 1.....
  - 2.....
  - 3.....

Certified that this original Agreement contains

Page 1 to

Fly Leaves .....Nos.

Drawings.....Nos.

## DETAILS OF WORK

**Name of work:** Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)

Estimated Cost put to tender Rupees : **5,48,635.00\***

\* The Estimated Cost put to tender is excluding GST.

Earnest Money Rupees : **5,500.00**

Receipts of Online payment of tender fee as well as EMD should be uploaded to the Tender at the time of submission. 02 (Two) % total Security Deposit Rupees 20,000.00 (50% at the time of Agreement and 50% from R.A. bills). Time Stipulated for completion is 4 (four) Calendar Month.

**TENDER SCHEDULE (Refer online schedule on portal [www.mahatenders.ac.in](http://www.mahatenders.ac.in))**

Sr. No.	Stage	Start		Expiry	
		Date	Time	Date	Time
1.	Tender Download				
2.	Bid preparation & submission				
3.	Cover 1 Opening				
4.	Cover 2 Opening				

Receipt of bid security and tender document fees : Upto.....Time:

.....

(in original one day before of the opening of the technical bid's date and time)

Cost of Tender Form : 560.00

Registration Class of Contractor : **VI and Above**

### **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 Dr. B. A. T. University, Lonere.

Name and signature of Contractor/

Power of Attorney holder :

With complete address.

**Dr. BABASAHEB AMBEDKAR TECHNOLOGICAL  
UNIVERSITY, LONERE  
INVITATION FOR TENDERS  
DETAILED TENDER NOTICE**

**Name of Work:** - Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters).

Offline percentage rate tenders in 'B-1' Form are invited by the Registrar, Dr. Babasaheb Ambedkar Technological University at Lonere, Taluka: - Mangaon, District: - Raigad for the following work from Contractors registered in appropriate class of the Public Works Department, Irrigation Department, Kokan Railway, MJP or MIDC. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as under.

<b>Sr. No.</b>	<b>Name of work</b>	<b>Estimated cost (Rupees)</b>	<b>Earnest money (Rupees)</b>	<b>Class of Contractor</b>	<b>Time limit</b>
1.	Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters).	5,48,635/-	5,500/-	VI and Above	4 Months

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the [www.dbatu.ac.in](http://www.dbatu.ac.in) after entering the details of payment towards Tender Fees as per the **Tender Schedule**. Further information regarding the work can be obtained from the office of the Registrar, Dr. Babasaheb Ambedkar Technological University, Lonere, Dist.:- Raigad (Phone No.02140-275 142 / 238)

The Tender Fee as well as EMD shall be paid Online & addressed to the Registrar, Dr. Babasaheb Ambedkar Technological University at Lonere, Taluka:- Mangaon, District:- Raigad, Pin Code - 402 103 with the name of the work written at the top of the envelope will be received in the office of the Registrar, Dr. Babasaheb Ambedkar Technical University at Lonere, Taluka:- Mangaon, District:- Raigad, Pin Code - 402 103 on or before ..... as per the Tender Schedule. Bids will be opened as per the Tender Schedule, in the presence of such intending Tenderer or his/their authorized

representatives who may be present at that time. For late delivery or no delivery by postal authority/ courier service, the department will not be responsible.

## **TENDERING PROCEDURE**

### 1.1 Blank Tender Forms.

Tender form can be downloaded from [www.dbatu.ac.in](http://www.dbatu.ac.in).

### 1.2 Pre-tender conference

1.2.1 Pre-tender conference will be held as per the schedule, if required.

1.2.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the Registrar Dr. Babasaheb Ambedkar Technological University, Lonere and the same will be made available on [www.dbatu.ac.in](http://www.dbatu.ac.in) and this clarification referred to as common set of conditions/deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally by the contractor in pre-tender conference and not finding place in C.S.D. issued after the pre-bid conference, is/are deemed rejected. In such case the provision in NIT shall prevail. No individual correspondence will be made thereafter with the contractor in this regards.

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

**Conditional tenders will be summarily REJECTED.**

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

## **2. SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS**

The Tendering Authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors

who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail

### **3. OPENING OF THE FINANCIAL BIDS**

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

### **4. TENDER SCHEDULE (KEY DATES)**

The Contractors are strictly advised to follow the Dates and Times allocated to each stage as given in tender notice. All the activities are time tracked and the. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

### **5 DOCUMENTS TO BE SUBMITTED**

#### **5.1 COVER NO. I (TECHNICAL BID DOCUMENTS)**

The first Cover clearly marked as “**Cover No. I**” shall contain scanned copy of following Documents:

- 5.1.1 online payment towards Tenders fee.
- 5.1.2 online payment of Rs **5,500/- (Rupees Five Thousand Five Hundred Only)** for the amount of earnest money. Earnest Money Deposit (E.M.D.) exemption certificate shall not be considered.
- 5.1.3 Scanned Copy of Valid certificate as a Registered Contractor/Firm/Company with the Government of Maharashtra/India in appropriate class as may be applicable in original or attested copy thereof (Attested by a Gazetted Officer).
- 5.1.4 Scanned copy of valid GST certificate.
- 5.1.5 Scanned Copy of Affidavit by Competent Authority/Self Declaration, that Bidder not has been blacklisted.
- 5.1.6 Undertaking of Machinery (Information to be given in Format Page No.35)
- 5.1.7 Original scanned Copy of Pan Card.

- 5.1.8 Scanned copy of details of work done during last three year with value of work unfinished.( Information to be given in Form no. **I**, Page No 32)
- 5.1.9 Scanned copy of details of work of similar type and magnitude carried out by the contractor.(Information to be given in Form no. **II**, Page no.33)
- 5.1.10 Details of list of works in hand and works tendered for.(Information to be given in Form no.**III**, Page No.34)
- 5.1.11 Certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work.(True copy attested by a Gazetted Officer).
- 5.1.12 The contractor shall submit an affidavit in original (as per format given on Page No 36) to the tender accepting authority on due date as per tender schedule Regarding completeness, correctness and truthfulness of documents in Envelope No.1).

a)Scanned copy of Affidavit in respect of genuineness of documents contained in the Cover No. 1 in the prescribed proforma provided with Tender Set on Stamp Paper of Rs. 500/- ( Proforma of Affidavit is attached with Tender).

b) The Affidavit is also to be submitted physically as per schedule given in tender in original and will be the part and parcel of contract agreement. Contractor will be solely responsible and liable for action under Indian Penal Code for uploading or physical submission of any false / fraudulent document /information of envelope No. 1 and 2. Contractor will be solely responsible and also liable for action under Indian Penal Code for submission of any false information, false bills / invoice / vouchers of purchase of material in supporting proof of purchase, proof of testing / test results and any other required documents submitted by his staff / representative or by himself or subletting company /contractor during contract period or even after completion of work till finalization of bill and completion of defect liability period.

If false information / documents are submitted as mentioned above, the contractor will be blacklisted and if contract is at initial stage then such contract will be terminated and no any compensation will be payable on any account to the contractor. University Staff / University Officers / Divisional Accounts Officers will not be responsible for any complications due to submission of false /

fraudulent documents by the contractor as mentioned above. Separate Affidavit shall be submitted for each work in original. Affidavit not confirming to these conditions will not be accepted and Envelope No. 2 will not be opened.

- 5.1.13 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :-

$$\text{Assessed Available Bid Capacity} = [(A \times N \times 1.5) - B]$$

Where .....

A = maximum value of civil engineering works executed in any one year as a prime contractor during the last Five years (updated to 2019-2020) taking into account the completed works as well as completed value of works in progress.

N = Number of years prescribed for completion of the work for which bids are invited.

B = Value as 2019-2020 price level of existing commitments and ongoing works to be completed during next 06 (Six) months

**Note :** The statement showing the value of existing commitments and ongoing work as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the officer not below the rank of the Executive Engineer and Bid capacity statement of the contractor should be got certified from the Chartered Accountant.

- 5.1.14 Scanned copies of all other documents mentioned in pre-qualification criteria

- 5.1.15 Numbering should be done for all papers contained in Cover No. 1 amid indexed.

- 5.1.16 All the documents from Sr. No.4.1.1 to 4.1.16 shall be given by contractor in Cover No.1 correctly and completely otherwise his Cover No.2 will not be opened.

**Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made.**

Misleading or false representations in the Statements, attachments submitted in proof of the qualification requirements.

**And / or**

Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

**5.2. OFF LINE SUBMISSION**

All documents are to be submitted offline including tender fee and EMD. However in special circumstances the tender fee and EMD will be accepted offline.

**5.3 COVER II (FINANCIAL BID)**

1. The second envelope marked as “Cover No. 2” shall Contain only the main tender including the Common Set/ Deviation issued by the University after the pre-tender Conference.
2. The second cover “COVER II” shall contain only the main tender. The Tenderer should quote his offer in terms of **Percentage of Estimated rates** at the appropriate place of B.O.Q. template to be submitted offline only in COVER II. Tenderer should not quote his offer anywhere directly or indirectly in COVER I. The contractor shall quote for the work as per details given in the main tender and also based on the detailed set of conditions / deviations issued / Additional stipulations made by the University from Registrar after pre- tender conference, if any. His tender shall be unconditional.
3. Second Cover Shall also contains Form C1.(Page No. 31)

**5.4 SUBMISSION OF TENDER**

**i.) HARD COPY SUBMISSION**

**Submission of Hard Copy of tender and necessary documents :**

Tenderer must submit the Hard copy to the office Registrar.

a) Documents submitted online in Cover No.1 & 2 are put in separate Envelope as Cover No.1 (Technical Bid) and Cover No. 2 (Financial Bid) respectively and sealed Properly.

b) The above two sealed Cover No.1 and 2 shall be again put together in one common cover and sealed. The name of work, tender Notice Number (i.e. SGN) and Name and full address of Tenderer with mobile number shall be mentioned on the said common cover marked sealed Common cover properly covers corner.



c) **The above Common cover Containing Cover No.1 and 2** must be submit to the Registrar within the time and date specified in Tender Schedule Flashed on Web-site portal on working days (during office hours) only.

d) No delay on account of any cause will be entertained for the receipt said Hard copy.

e) If tenderer fails or neglect to submit Hard copy **his online offer (Tender) will be considered for further tendering procedure.**

## **5.5 OPENING OF TENDERS**

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender.

### **(A) COVER I : ( TECHNICAL BID DOCUMENTS )**

First Cover I of the tender will be opened online to verify its contents as per requirements. If the scanned copies of various documents contained in this cover do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's Cover II 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) COVER II : (FINANCIAL BID)**

This Cover II shall be opened online after opening of Cover I, only if the contents of Cover I are found to be acceptable to the University. The tendered rates in percentage above/below the **Estimated** rates shall then be read out (From pg No. 41) in the presence of bidders who remains present at the time of opening of Cover II.

## **6. EARNEST MONEY**

Tenders should be deposited along with Earnest Money of **Rs5500.00/-** (as indicated in tender document) **via online/Demand Draft** payment mode. No EMD exemption certificate will be entertained in lieu of online gateway payment. The earnest money will be refunded in due course in case of tenderers whose tenders are not accepted. In case of successful tenderer, the Earnest money will be adjusted towards the initial security deposit and completing the tender documents by the Tenderer. The amount of Earnest Money will be forfeited to University in case the successful contractor does not pay the

amount of initial security deposit within specified time limit.

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

## **7. SECURITY DEPOSIT**

Successful Bidders will be required to pay a sum fixed by the Registrar as a **security deposit i.e. 2%** (The earnest money submitted by the Bidder will be converted into Security Deposit) and enter into agreement for the performance of the contractor. The security deposit will be returned to the vendor after the expiry of defect liability period and it should be extendable upto expiry of valid extension if any, as directed by Engineer-in-charge.

### **7.1 ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

- A. If the tenderer has quoted the offer less than 1% below the estimated rates put to tender, then the tenderer shall have to submit Additional Performance Security Deposit in the form of Bank Guarantee /Demand Draft/ Fix Deposit Receipt of any Nationalized or Scheduled bank in favour of the University.
- B. The scanned copy of the Bank Guarantee / Demand Draft/ Fix Deposit Receipt shall be uploaded and submitted in online Envelope no. 2, through e-tendering process, while the original Bank Guarantee / Fix Deposit Receipt shall be submitted in the sealed envelope in the office of the Registrar within 3 working days from the last date prescribed for the receipt of tender.
- C. The amount of the Bank Guarantee /Demand Draft/ Fix Deposit Receipt shall be calculated by the tenderer in accordance with the following manner.

a) If the offer submitted is below schedule "B" rates by more than 1% but less than 10% of the estimated cost put to tender	1% of the estimated cost put to tender
b) If below by more than 10% of the estimated cost put to tender	1% of the estimated cost put to tender plus an amount equal to the percentage by which the offer is below 10% of the estimated cost put to tender.( e.g. if the offer is 14.00% below, then performance Security will be $1\%+(14\%-10\%)=5.00\%$ of the estimated cost put to tender.
c) If offer is more than 15% below	For balance amount, submission of double

	<p>amount in the form of Demand Draft/Fixed Deposit Receipt / Bank Guarantee is mandatory for example 19% below rate</p> <p>Upto 10% below rate =01%</p> <p>Upto 15% below rate =05%</p> <p>(15%-10%)</p> <p>Upto 19% below rate</p> <p>(19%-15%=4% x 2) =08%</p> <p style="text-align: right;"><b>Total = 14%</b></p>
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**Note:-** (i) For more than 10% below and upto 15% below 'b' is applicable.  
(ii) For more than 15% below 'c' is applicable.

- D. The Bank Guarantee / Fix Deposit Receipt shall be valid beyond 1 month after the expiry of Defect Liability Period.
- E. After opening the online Cover No. 1, if it is found that the tenderer is not qualified for opening his online Cover No. 2, then his Bank Guarantee / Fix Deposit Receipt shall be returned within 7 days. Also after opening online Cover No.2, except the Bank Guarantee / Fix Deposit Receipt of 1st and 2nd lowest bidders, the Bank Guarantee /Demand Draft / Fix Deposit Receipt of other bidders shall be returned within 7 days.
- F. Bank Guarantee / Fix Deposit Receipt of the 2nd lowest bidder shall be returned 3 days after the issue of work order to the 1st lowest bidder.
- G. If it is found that the Bank Guarantee as above submitted by the bidder is False / Forged then the Earnest Money submitted by such bidder shall be forfeited and request will be made to PWD for suspending his registration as a contractor of Public Works Department & he will be entered in the Black List. This is also applicable for Unregistered Bidder in such case he will be entered in the Black List.
- H. Refund of Additional Performance Security.**
- i. The amount of the Additional Performance security shall be refunded within 3 months after completion of Defect Liability Period, as per the Government of Maharashtra, Public Works Department, Mantralaya, Mumbai G.R No.CAT-2017/CR-8/(II)/Bldg-2, Dt.27/9/2018.

- ii. Non submission of Additional Performance Security deposit and performance security or submission of less amount of the Additional Performance Security deposit shall be liable to summarily rejection of his tender.
- iii. After complete tender process, if bidder submitted the Demand Draft with tender, then the lowest bidder will submit requisite amount of Bank Guarantee and then Demand Draft will be refunded with tender.

## **8 TIME LIMIT**

(a) Work completion period as specified in the **N.I.T.** shall be reckoned from the date of work order for commencing the work and shall be inclusive of monsoon period.

(b) **The validity of tender is 120 Days.**

## **9 TENDER RATE**

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable for all leads and lifts.

## **10 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 the rates written in figures and in words ,the correct rate will be the one, which is lowest of the two.

## **11 CORRECTION**

No corrections shall be made in the tender documents. Any corrections that are to made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

## **12 TENDER ACCEPTANCE**

Acceptance of tender will rest with **Dr. Babasaheb Ambedkar Technological University, Lonere** who reserves the right to reject any or all tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to

enter in to a regular B-1 agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the University and the offer of the tenderer shall be considered as withdrawn by him.

### **13 CONDITIONAL TENDER**

The tenderers who do not fulfil the condition of the notification and the general rules and directions for the guidance of contractor in the tender or incomplete in any respect are likely to be rejected without assigning any reason therefor.

**13.1** The Tenderers shall be presumed to have carefully examined the conditions of as prescribed in tender document and have fully acquainted themselves with all details of the site conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

**13.2** The data whatsoever supplied by the University along with the tender documents are meant to serve only as guidelines for the tenderers while tendering and the Department do not take any responsibility whatsoever either for the accuracy of data for their comprehensiveness.

**13.3** The quarries for extraction of metal, murum etc. provided in the sanctioned estimate are as per survey conducted by the University. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these source before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Government. The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the University by the Contractor.

**13.4** No foreign exchange will be released by the Department for the purchase of plants and machinery for the work by the Contractor.

**13.5** All scanned pages of tender documents, conditions, specifications, corrections slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

**13.6** The Income Tax at prevailing rates including surcharges 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 or advance payment or secured advance.

#### **14 POWER OF ATTORNEY**

**14.1** If the tenderers are a firm or company, they should 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 as per scanned copy uploaded in Cover I.

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

**14.3** The contractor or the firms tendering for the work shall inform the University if they appoint their authorized person on the work.

#### **15 VALIDITY PERIOD**

The offer shall remain open for acceptance for minimum period of **120 days** from the Date of opening of Cover 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.

#### **16. TESTING OF MATERIALS**

All the material shall be tested from time to time according to the frequency chart attached in the tender. No separate charges will be given by the University and same have to borne by the Contractor himself

**17** Contractor is Liable for action under relevant clauses/sections of Indian Penal Code if any papers are found to be false/fraudulent paper/information submitted in Cover no.1, Also if during contract period and defect liability period, any false information, false bill of purchases submitted as supporting proof of purchase, proof of testing submitted by contractor staff or by contractor and even after the completion of contract and finalization of final bill. (As per Govt. resolution no.

CAT-2018/C.R. 127/ Buld-2, Dated- 28.11.2018).

- 18 Successful contractor shall submit a certificate on a 100 Rs. Stamp paper to the effect that “All the payments to the labour/ Staff are made in bank accounts of staff linked to Unique Identification Number (AADHAR CARD)“ The certificate shall be submitted by contractor within 60 day from the commencement of contract.
19. The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favor 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.
20. The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.
21. Bidders convicted of an offence under the Bombay Prohibition Act, 1949, or the Bombay Opium Act, 1936, will be considered ineligible for being given contracts.

## **22. BID EVALUATION PROCESS**

### **22.1 Proposal Evaluation Process**

1. Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by the university. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications sent by the university during the evaluation process. The bids submitted with required EMD only will be considered
2. Evaluation of the bids will be done in the following sequence and at the end of every stage, short listed bidders will be informed of the results of evaluation
  - a. Scrutiny of Bid Security and adherence to general guidelines
  - b. Evaluation of prequalification proposal
  - c. Evaluation of Technical proposal
  - d. Live demo and / or site visits if necessary
  - e. Opening of commercial proposal
  - f. Final evaluation of the Techno commercial bid and finalization of the bidOnly those bids that have been technically qualified will be considered for opening the commercial bid.

## **22.2 Technical Proposal Evaluation**

1. The Technical bid will be scrutinized for complying with the following requirements before going ahead with further evaluation of the bid.
  - a. Proposal Covering letter as response to the RFP.
  - b. statement on Clarifications as required

Evaluation of the solution - the technical solution proposed by the bidder may be evaluated against the response to the RFP and on the basis of live demonstration of the solution including site visit/s required if any

The final decision of the technical evaluation of the proposals submitted by the bidders shall rest with the University and the decision of the expert committee appointed by the university on the technical evaluation of the proposals shall be final and binding on all the bidders.

## **22.3 Presentation and live demo of the solution**

The committee shall invite each bidder to make a presentation and live demo of the proposed work to the university at a date, time and venue determined by the University and the Solution Provider shall attend the same at his own cost. The purpose of such presentations and live demo would be to allow the bidders to present their solution to the university and to evaluate the same by the expert committee of the university in order to arrive at the final and considered decision. The bidders shall arrange for live site visits when demanded by the expert committee where similar solutions have been implemented or under implementation. Such site visits shall be done independently by the expert committee and the bidder shall not accompany any of the University officials or members of the expert committee. The expenses for the travel of the committee shall be borne by the University.

## **22.4 Clarifications during evaluation**

1. During the time of the evaluation of the Bids, the University may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email.
2. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for the University to state its requirements clearly and for the bidder to more clearly state its proposal.
3. If such clarifications are oral in nature, they will only be considered in the form of minutes of the meeting duly signed/agreed to by the all the participants.
4. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time period, the University has the right to make assumptions on the Bids submitted by the SP/contractor and if such assumptions lead to disqualification of Bids, the University is not accountable for these omissions.
5. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be the part of the contract for implementation between SP/Contractor and the University.



6. If any of the responses by the SP//Contractor to the queries sent by the University has commercial implications, these commercial aspects will not be accommodated in the evaluation process.

#### **22.5 Notification of Award and signing of contract**

1. The University will award the Contract to the bidder whose proposal has been determined to be the successful bidder based on the above evaluation method.
2. The University reserves the right to negotiate further with the bidder whose proposal has been accepted as successful bidder.
3. Prior to the expiration of the validity period, The University will notify through a "Letter of Intent", to the successful bidder in writing that their proposal has been accepted and invite them for signing a formal contract.
4. **Signing the contract-** The University shall execute a formal contract with the SP//Contractor on mutually agreeable terms and conditions and as per the RFP and the bid submitted in response to the RFP by incorporating all necessary terms and conditions to protect the continuing interest of both the parties while implementing the said project. The contract shall clearly specify the deliverables under the scope of service, duration of the contract, payment terms, performance metrics and responsibility matrix of both the parties and protection of the interest of both the parties, penalty for non-performance of both the parties, force majeure etc in accordance with the Indian contracts Act. Any amendment to the contract if required during the period of subsistence of the contract shall be carried out as addendum to the existing contract after both the parties agree to the terms thereof.

#### **22.6 Lack of Competition**

1. If a situation arises where if after evaluation of bids, the tendering authority ends up with one responsive Bid only and in such situation, the tendering authority would check as to whether while floating the tender all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the tender would be re-floated after rectifying deficiencies.
2. The bid process shall be considered valid even if there is one responsive Bid, provided that:
  - i. the Bid is technically qualified
  - ii. the price/percentage quoted by the bidder is assessed to be reasonable
  - iii. the Bid is unconditional and complete in all respects
  - iv. there are no obvious indicators of cartelization amongst bidders and
  - v. the bidder is qualified as per the provisions of pre-qualification/eligibility criteria in the bidding document
3. The tendering authority shall prepare a justification note for approval by the next higher authority of the procuring entity and with the concurrence of the committee.
4. In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

5. If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

#### **22.7 Delay in Completion of Work**

Please refer the Clause 2 of Conditions of Contract (page no.45).

# Bid Formats

<b>Details</b>	<b>Formats</b>
Response Formats for Technical Proposal	Cover I
Response Formats for Financial Proposal	Cover II

# FORM NO. - I

## STATEMENT SHOWING WORK DONE IN ALL CLASSES OF CIVIL ENGINEERING CONTRACTION WORK DURING LAST THREE YEARS.

NAME OF CONTRACTOR:- \_\_\_\_\_

Sr. No.	Name of the work	Amount Put to Tender / Tendered Cost. (Rupees In Lakhs)	Agreement No.	Date of Comme- ncement	Amount of work done during each of last three years (Rs. in Lakhs)			Amount of work still remaining to be executed 2019-2020	Remarks
					2020-21	2021-22	2022-23		
1	2	3	4	5	6	7	8	9	10

Outward No. and Date of Certificate issuing authority.

Signature of bidder

# FORM NO. – II

## DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT BY CONTRACTOR

NAME OF CONTRACTOR:- \_\_\_\_\_

Sr. No.	Name of the work	Amount put to Tender/Tender ed Cost(Rupees in Lakhs)	Agreeme nt No.	Date of Commenc ement	Amount of Work done during each of last three years(Rs in lakhs)			Date of Comple tion	Principle Feature in brief
					2020-21	2021-22	2022-23		
1	2	3	4	5	6	7	8	9	10

**Note :** This is only a standard form Details are to be furnished in this format in the form of type written statements which shall be enclosed in Cover-1.

Signature of bidder

## FORM NO. - III

### DETAILS OF LIST OF WORKS IN HAND AND WORKS TENDERED FOR AS ON-----

NAME OF CONTRACTOR:- \_\_\_\_\_

#### (I) WORKS IN HAND

Sr. No.	Name of the work	Agreement No.	Tendered Cost. (Rupees In Lakh)	Date of Commencement	Stipulated Date of Completion	Value of work already done (Rs. in Lakhs)	Value of balance work	Probable Date of Completion	Remarks
1	2	3	4	5	6	7	8	9	10

#### (II) WORKS TENDERED FOR

Sr. No.	Name of the work	Name and Address of Client	Tendered Amount (Rs. in Lakhs)	Time Limit	Probable Date when decision is expected	Other relevant details if any.
1	2	3	4	5	6	7

**Note:** This is only a standard form Details are to be furnished in this format in the form of type written statements which shall be enclosed in Cover-1.

Signature of bidder

## UNDERTAKING

मी.....वय वर्षे.....  
राहणार .....या सत्यप्रतिज्ञा लेखाद्वारे लिहून देतो की,  
मी..... या फर्मचा/ कंपनीचा प्रोप्रायटर/मुखत्यार  
“**Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)**” असून या कामासाठी निविदा सादर केली आहे. सदर काम करणेकरिता आवश्यक यंत्रसामुग्री जसे Asphalt Bouzer/ Concrete Mixer, इ. सर्व प्रकारची आवश्यक यंत्रसामुग्री (Machinery) ही माझ्या स्वतःच्या मालकीची असून संबंधित कार्यकारी अभियंता व संबंधित उप अभियंता हे सूचना देतील त्यावेळी तसेच ती मी काम सुरु करण्यापूर्वी कामाच्या ठिकाणी निविदा शर्तीनुसार उपलब्ध करून देण्याचे मी मान्य करीत आहे.

वर नमूद केल्याप्रमाणे वरील आवश्यक यंत्रसामुग्री उपलब्ध करून देण्यात माझ्याकडून कसूर झाल्यास संबंधित क्षेत्रिय अधिकारी (Engineer in Charge) सदर कामाच्या निविदेबाबत जी कार्यवाही करतील ती मला मान्य असून, याबाबत निविदेमधील अटी/शर्तीनुसार मी कायदेशीर कार्यवाहीस पात्र आहे व राहीन.

येणेप्रमाणे प्रतिज्ञालेख दिनांक

कंत्राटदाराची सही

### SELF UNDERTAKING OF CONTRACTORS WITHOUT OWNERSHIP OF MACHINERY

मी.....वय वर्षे.....  
राहणार.....या सत्यप्रतिज्ञा लेखाद्वारे लिहून देतो की,  
मी..... या फर्मचा/ कंपनीचा प्रोप्रायटर/मुखत्यार  
“**Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters).**” असून या कामासाठी निविदा सादर केली आहे. सदर काम करणेकरिता आवश्यक यंत्रसामुग्री जसे Asphalt Bouzer/ Concrete Mixer, इ. सर्व प्रकारची आवश्यक यंत्रसामुग्री (गड्डणत्तुद्धद) मी भाड्याने आणणार आहे स्टेटमेंट व मधील अटीप्रमाणे असणा-या या मशीनरी भाड्याने उपलब्ध करून देईन तसेच आवश्यक कागदपत्रे सादर करीन, संबंधित कार्यकारी अभियंता व संबंधित उप अभियंता हे सूचना देतील त्यावेळी तसेच ती मी काम सुरु करण्यापूर्वी कामाच्या ठिकाणी निविदा शर्तीनुसार उपलब्ध करून देण्याचे मी मान्य करीत आहे.

वर नमूद केल्याप्रमाणे वरील आवश्यक यंत्रसामुग्री उपलब्ध करून देण्यात माझ्याकडून कसूर झाल्यास संबंधित क्षेत्रिय अधिकारी (Engineer in Charge) सदर कामाच्या निविदेबाबत जी कार्यवाही करतील ती मला मान्य असून, याबाबत निविदेमधील अटी/शर्तीनुसार मी कायदेशीर कार्यवाहीस पात्र आहे व राहीन.

येणेप्रमाणे प्रतिज्ञालेख दिनांक

कंत्राटदाराची सही

[Affidavit on stamp paper of Rs.500/- registered before the Notary or Executive Magistrate]

“नमुना”

## सत्यप्रतिज्ञा लेख (Affidavit)

मी .....वय.....वर्षे.....  
राहणार..... या सत्यप्रतिज्ञा पत्राद्वारे लिहून देतो की, मी  
..... या फर्मचा/ कंपनीचा  
मालक असून “ **Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)**” या कामासाठी निविदा सादर करित आहेत. त्या निविदेच्या लिफाफा क्र१ मध्ये जी कागदपत्रे सादर केली आहेत ती खरी, बरोबर व पूर्ण आहेत. त्यामध्ये कोणत्याही त्रुटी, चुका नाहीत, याची मी खात्री केलेली असून असे शपथपूर्वक खालील अटी व शर्तीसह मान्य करित आहे. या कागदपत्रांमध्ये काही चुकीची, दिशाभूल करणारी, खोटी व तसेच अपूर्ण माहिती आढळल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

१. जर कंत्राट कालावधीदरम्यान, मी माझ्या कार्यालयाने किंवा कर्मचा-यांनी सार्वजनिक बांधकाम विभागाला कोणतीही खोटी माहिती किंवा देयकासमवेत तसेच पत्रव्यवहारात खोटी/ बनावट साहित्य खरेदीची कागदपत्रे सादर केली असल्यास, मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

२. जर कंत्राट कालावधीदरम्यान आणि काम समाप्ती नंतर, अंतिम देयक देण्याच्या तारखेपर्यंत सादर केलेले कोणतेही कागदपत्रे खोटी/बनावट किंवा फसवी आढळल्यास मी दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

३. जर काम समाप्तीनंतर, दोष दायित्व कालावधी दरम्यान किंवा त्यानंतर कोणत्याही वेळी, कोणतीही माहिती किंवा कागदपत्रे खोटी/बनावट, फसवी किंवा दिशाभूल करणारी आढळल्यास मी भारतीय दंडसंहिता अंतर्गत कायदेशीर कार्यवाहीस पात्र राहीन.

कंत्राटदाराची सही



**FORM B -1**  
**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

**Name of work:** Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)

**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 pasted on a board hung up in the office of the Registrar DBATU, Lonere and signed by the Registrar DBATU, Lonere. 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 the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs, drawings and estimated rates, scheduled rates and any other document 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 Registrar DBATU, Lonere during office hours.

Where the works are proposed to be executed according to the specifications recommended to a contractor and approval by a competent authority on behalf of the Building and Works committee, such specification with designs and drawings shall form part of the accepted tender.

2. In the event of the e-tender being submitted by a firm, it must be digitally signed. Such tender will be treated as signed tender. For physical tender it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
2. (A) I) The contractor shall pay along with the tender the sum of..... as and by way of earnest money. The contractor may pay the said amount by forwarding along with the tender e-print of online payment for the said amount. 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 towards the amount

of security deposit payable by him under conditions of General Conditions of contract.

- III) If, after submitting the tender, the contractor withdraws his offer or modifies the same, or if, after the acceptance of his tender the contractor fails or neglects to furnish the balance of the security deposit, within 10 days from receipt of acceptance letter without prejudice to any other rights and powers of the University, hereunder, or in law, University shall be entitled to forfeit the full amount of the earnest money deposited by him.
- IV) In the event of this tender not being accepted, the amount of earnest money deposited by the contractor shall, unless it is prior thereto forfeited under provisions of sub-clause (iii) above, be refunded to him on his passing receipt there for. (B.&C. Dept. Resolution No.CAT-1272/44277-Q DT-3-3-73.)
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 a firm, in which case the receipt shall be signed in the name of the firms by one of the partners, or by some other person having authority to give effectual receipt for the firm (holding the power of attorney).
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below 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 on all the estimated rates/ schedule rates shall be named. Tenders, which propose any alternation in the works 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 will be liable for rejection. No printed form of tender shall include a tender submit a separate tender for each. Tender shall have the name and numbers of the work to which they refer written outside the envelope.
5. Registrar or his duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identifications, sign copies of the specifications and other documents mentioned in Rule 1. In the event of tender being rejected, the Registrar shall authorize the other officer concerned to refund the amount of the earnest money

deposited to the contractor making the tender, on his giving a receipt for the return of the money.

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 University unless it is signed by the Registrar.
8. The memorandum of work to be tendered for and schedule of materials to be supplied by the DBATU and their rates shall be filled in and complete by the office of the university engineer before the tender form is issued. If a form issued to an intending tendered has not been so filled in and completed, he shall requested the said office to have this done before he completes and delivers his tender.
9. All work shall be measured net by standard measure and according to the Rules and customs of the Public Works Department and their rates shall be with reference to local custom and Indian standards and standards laid by PWD..
10. Under no circumstances shall any contractor be entailed to claim enhanced rates for any item in contract.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual methods used in the Public Works Department and no proposals to adopt alternative methods will be accepted. The University Engineer's decision as to what is "the usual method in use in the Public Works Department" will be final.
13. The tendering Contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract and the value of the work that remain to be executed in each on the date of submitting the tender.
14. In view of the difficult position regarding the availability of foreign exchange, no foreign exchange would be released by the University for the purchase of plant and machinery required for the execution of the work contracted for. (GCD/CFM/1058/62517 OF 26.5.1959)
15. The contractor will have to construct shed for storing controlled and valuable materials brought by Contractor at work site having double locking arrangement at Contractors cost. The material will then be taken for use in the presence of the

University person. No materials will be allowed to be removed from the site of works.

16. The contractors shall also give a list of machinery in their possession and which they propose to use on the work.
17. Successful tender shall have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provisions of Contract Labour (Regulation and Abolition Act, 1973) before starting the work. Failing which, acceptance of the tender shall be liable for withdrawal and earnest money shall be forfeited to the University (refer Government of Maharashtra, Irrigation and Power Department's letter NO. Lab 1076h 181/(666E-17), Dated 8/9/1976).
18. The contractor shall comply with the provisions of Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure shall be breach of the contract and the Vice-Chancellor/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 said Act.

## **TENDER FOR WORKS**

I/We hereby tender for the execution, for the Registrar (here-in before and herein after called as the University) of the work specified in the underwritten through online memorandum within the time specified in such memorandum at \*-----  
----In words----- per cent **below/above** the estimated cost entered in **Schedule B** (Memorandum showing items of work to be carried out) and in accordance in all respects with the specification, designs, drawing and instructions in writing referred to in Rule I thereof and in Clause 12 of the annexed conditions of contract and agree that when material for the work are to be provided by the University, Such materials and the rates to be paid for them shall be as provided in ' Schedule A' hereto.

**The tenderer shall quote his offer through online.**

### **MEMORANDUM**

**Name of work :** Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)

(b) Estimated cost	:	5,48,635/-
(c) Earnest Money	:	5,500/-
To be converted into security deposits for the successful tenderer		
(d) Security Deposit(Total 2%)		
(i) Amount (Not less than the amount Earnest Money) (1%)	:	5,500/-
(ii) To be deducted from running bills. (1%)	:	5,500/-

**Total Rs. 11,000.00**

(e) Percentage, if any, to be deducted from bills so as to make up the total amount required as security deposit by the time, half the work, as measured by the costs, is done. 2% (Two percent)

(f) Time allowed for the work from date of written order to commence. 4 Months

2. I/We agree that this offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the same means Cover No.2 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. Online Payment No. and date in respect of

the sum of **Rupees 9500.00/- (Rupees Five Thousand Five Hundred)** only. Representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited to the University should I/We fail to (1) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents as required by the Registrar 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 (I) of the annexed General Conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.

3. Should this tender be accepted I/We hereby agree to abide by and fulfill 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 DBATU the sum of money mentioned in the said conditions Receipt No. .... dated from the University or Bank herewith forwarded representing the earnest money a) The full value of which is to be absolutely forfeit to the University should I / We do not deposit in full amount of security deposit specified in the above memorandum in accordance with (d) of clause (i) of the tender for works shall be refunded.

Contractor :- Signature of Contractor  
before submission of the tender.

Address :-

Dated The Day of Month 2020 -----

(Witness) :-

Signature of witness to contractor's

Address :-

(Occupation) :-

The above tender is hereby accepted by me for and on

Behalf of Dr. Babasaheb Ambedkar Technological University, Lonere.

**Registrar**

# **CONDITIONS OF CONTRACT**

**CLAUSE 01**

**Security Deposit**

The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or no repugnant to the context include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by Registrar concerned up to 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 the University in cash or Government securities endorsed to the Registrar ( if deposited for more than 12 months) of sum sufficient which will made up the full security deposit specified in the tender or (B) (Permit University at the time of making any payment to him for work done under the contract to deduct such as will amount to \* **Two percent** of all moneys so payable such deductions to be held by University by way of security deposit) provided always that in the event of contractor depositing a lump sum by way of security deposit as contemplated at above, then and in

Resolution such case, if the sum so deposited shall not amount to **Two percent** of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the contractor for work done under the contract to make up the full amount of **Two percent** by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Government 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 Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

The security deposit will not be accepted in forms of insurance company bonds as per Government orders contained in No.CCM/PWD/4250 DATED 27-12-1956.

Note: - This will be the same percentage as that in the tender at (e) on Page No.41.

If the amount of the security deposit to be paid in a lump sum within



	<p>the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the 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 security deposit retained by the 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 the contractor failing or neglecting to complete rectification work within the period upto which the contractor has agreed to maintain the work in good order, the subject to provision of clause 17 and 20 hereof the amount of security Deposit retained by University shall be adjusted towards the excess cost incurred by the department on rectification work.</p>
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**CLAUSE 02**

<p><b>Compensation for delay</b></p>	<p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, 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 or 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 tenderer for every day that the work remains uncompleted or unfinished after 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 on month to complete.</p> <table style="margin-left: 40px;"> <tr> <td>25% of the work in</td> <td>=</td> <td>¼<sup>th</sup> of the time</td> </tr> <tr> <td>50% of the work in</td> <td>=</td> <td>½ of the time</td> </tr> <tr> <td>75% of the work in</td> <td>=</td> <td>⅓ of the time.</td> </tr> <tr> <td>100% of the work in</td> <td>=</td> <td>4 (Months)</td> </tr> </table> <p>Full work to be completed in stipulated time period mentioned in work order including Monsoon.</p> <p>In the event of contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as Registrar or his authorized representative (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that 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</p>	25% of the work in	=	¼ <sup>th</sup> of the time	50% of the work in	=	½ of the time	75% of the work in	=	⅓ of the time.	100% of the work in	=	4 (Months)
25% of the work in	=	¼ <sup>th</sup> of the time											
50% of the work in	=	½ of the time											
75% of the work in	=	⅓ of the time.											
100% of the work in	=	4 (Months)											

	<p>exceed 10% of the estimated cost of the work as shown in the Tender. Penalty clause operates for work continued beyond initial/extended time period for portion of left over work.</p>
<p><b>Clause 03</b></p>	
<p><b>In event when whole of security deposit is forfeited</b></p>	<p>In any case in which under any clause of this contract 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 knowing to serious illness or death of the contractor or any other cause, the Registrar or his authorized representative shall have power to adopt any of the following courses, as he may deem best suited to the interest of University :-</p> <p>(A) To rescind the contract (for which rescission notice in writing to the contractor under the hand of Registrar shall be conclusive evidence) and in that case the Security Deposit of the contractor shall stand forfeited and he absolutely at the disposal of 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 on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentally in all crediting him with the 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 Registrar to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.</p> <p>(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 contract or 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 at 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 incurred 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.</p> <p>In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum</p>

	<p>for any work there for actually performed by him under this contract unless and until the Registrar 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 the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors, the amount of excess shall be deducted from any money due to the contractor by University under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against University even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three course mentioned in clauses (a), (b) or (c) is adopted by the Registrar, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, or entered into any engagements, or made any advance on account of, or with a view of the execution of the work or the performance of the contract.</p>
<p><b>Clause 04</b></p>	
<p><b>Action when the progress of any portion of the work is unsatisfactory</b></p>	<p>If the progress of any particular portion of the work is unsatisfactory, the Registrar shall not-with-standing 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 giving 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><b>Clause 05</b></p>	
<p><b>Contractor remains liable to pay compensation if action not taken under clause 4 and clause 5 and Power to take possession of or require removal of or sell contractors plant</b></p>	<p>In any case in which any of the powers conferred upon the Registrar by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, then on-exercised there of shall not constitute a waiving of any of the conditions hereof an such powers shall not-with-standing be exercisable in the event of any future case of default by contractor for which under any clauses here of he is declared liable to pay compensation amounting to the whole of his security deposit and the 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, plant materials and stores in or upon the works 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 not being applicable at current market rates, to be certified by the Registrar whose certificate thereof shall be final. In the alternative, the Registrar may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agenda require him remove such tools, plant, materials, or stores from the premises within a time to be</p>

	<p>specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Registrar may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor's and at his risk in all respects; and the certificate of the Registrar as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.</p>
<b>Clause 06</b>	
<b>Extension of time</b>	<p>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 ground, he shall apply in writing to the Registrar, before the expiry 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 Registrar, may if in his opinion, there were reasonable grounds for granting an extension after obtaining approval from the competent authority of the University. The decision of the Registrar in this matter shall be final.</p>
<b>Clause 07</b>	
<b>Final Certificate</b>	<p>On the completion of the work the contractor shall be furnished with a certificate by the Registrar of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, 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 Registrars or his Authorized representative of where the measurement have been taken by his subordinates until they have received approval of the Registrar or his authorized representative, the said measurements being binding the conclusive against contractor. If the contractor shall fail to comply with the requirement of this clause as to the removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Registrar or his authorized representative may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, 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.</p>
<b>Clause 08</b>	
<b>Payment on intermediate</b>	<p>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</p>

<p><b>certificate to be regarded as advances</b></p>	<p>complete and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approval and passed by the Registrar, whose certificate of if 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 payments by way of advance against the final payments only and not as payment for work actually done and completed, and shall not preclude the Registrar from requiring any bad, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected not shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect on the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the Registrar as to the final settlement and adjustment of the accounts or other wises, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within Three (03) month of the date fixed for the completion of the work, otherwise the Registrar or his authorized representative's certificate of the measurements and the total amount payable for the work shall be final and binding on all parties.</p>
<p><b>Clause 09</b></p>	
<p><b>Payment at reduced rates on account items of works not accepted as completed to be at the discretion of the Registrar</b></p>	<p>The rates for server items of works estimated to cost more than Rs.1,000/- agreed to within, shall be valid only when the item concerned is accepted as having been competed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed, Registrar or his authorized representative may make payment on account of such items at such reduced rates as they may consider reasonable in the preparation of final or on running account bills.</p>
<p><b>Clause 10</b></p>	
<p><b>Bills to be submitted monthly.</b></p>	<p>A bill shall be submitted by the Contractor each month on or before the date fixed by the Registrar or his authorized representative for all work executed in the previous month, and the Registrar or his authorized representative 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 Registrar or his authorized representative may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and the Registrar or his authorized representative may prepare a bill from such list which shall be binding on the Contractor in all respects.</p>
<p><b>Clause 11</b></p>	

<b>Bills to be on printed form.</b>	The Contractor shall submit all bills on the printed forms to be had on application at the office of Registrar .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 here in after provided for such work.
<b>Clause 12</b>	
<b>Stores supplied by the University.</b>	If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the store of University or if it required that the contractor shall use certain stores to be provided by the Registrar(such material and stores and the prices to be charged therefore as here in after 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 material and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, , or thereafter to become due to Contractor under the Contractor, or otherwise from the security deposit, or the proceeds of the sale thereof, if the security deposit is held in Government securities, the same or 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 University and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the Registrar. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the University store, if the Registrar so requires by a notice in writing given under his hand, but the Contractor shall not entitled to return any such materials except with consent of the Registrar and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage or damage to any such materials.
<b>Clause 12 A</b>	
<b>Stores supplied by the University.</b>	All stores of controlled materials such as cement, steel etc, supplied to the contractor by University should be kept by the contractor under lock and key and will be accessible for inspection by the Registrar or his agent at all times.
<b>Clause 13</b>	
<b>Works to be executed in accordance with specifications, drawings, orders etc.</b>	The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Registrar or his authorized representative

	<p>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 drawing and 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 rate of Rs.500/- per set of contract drawings and Rs.100/- per working drawing except where otherwise specified.</p>
<p><b>Clause 14</b></p>	
<p><b>i) Alteration in specifications and designs not to invalidate contract.</b>  <b>ii) Rates for work not entered in estimate or schedule of rate of district.</b>  <b>iii) Extension of time in consequence of addition or alterations.</b></p>	<p>The Registrar shall have power to make any alternations in, or additions to the original specifications, drawing, 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 connections which may be given to him in writing signed by the Registrar or his authorized representative and such alternation 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 respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work included any class of work for which no rates is specified in the tender for the main work. And if the additional and altered work included any class of work for which no rates 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 P.W.D. Navi Mumbai circle prevailing at the time when the extra items crop up or at the rates mutually agreed upon between the Registrar 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 Registrar of the rate which it is his intention to charge for such class of work, and if the Registrar 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 out in such manner as he may consider advisable, provided always that the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly here in before 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 rates as aforesaid according to such rate or rates as shall be fixed by the Registrar. In the event of a dispute, the decision of the Registrar will be final.</p> <p>Where, however, the work is to be executed according to the designs, drawing and specifications recommended by the contractor and</p>

	<p>accepted by the competent authority the alterations above referred to shall be within the scope of such designs drawings and specification 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 Registrar as to such proportion shall be conclusive.</p>
<p><b>Clause 15</b></p>	
<p><b>No claim to any payment compensation for alteration in or restriction of work</b></p>	<p>(1) If at any time after the execution of the contract documents, the Registrar shall for any reason what-so-ever (other than default on the part of contractor for which the University is entitled to rescind the contract) desires 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 for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 days prior notice in writing to the Registrar, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Registrar to record the final measurements of the work already done and to pay final bill. Upon giving such notice, the contract shall be deemed to have been discharge from his obligation to complete the remaining unexecuted work under this contract. On receipt of such notice the Registrar 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 Registrar requires 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 Registrar within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by</p>



	<p>him in respect of working machinery rendered idle on the site or on 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 Registrar in this regard shall be final and conclusive against the contractor.</p> <p>(4) In the event of</p> <p>(I) Any total stoppage of work on notice from the Registrar under clause (I) in that behalf.</p> <p>(II) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days.</p> <p>(III) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings, designs, or instructions under clause 14 (I) 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.5000/-</p> <p>It shall be open to the contractor, within 90 days from the service of (I) the notice stoppage of work or (II) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension or work or (III) notice under 15 (I) resulting in such curtailment, to produce to the Registrar, satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contract work before receipt by him of the notice of stoppage, suspension or curtailment and require the University to take over on payment such material at the rates determined by the Registrar, provided, however such rate shall in no case exceeds the rates at which the same were acquired by the contractor. The University shall thereafter take over the material so offered, provided the quantities offered are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Registrar.</p>
<b>Clause 15 A</b>	
<p><b>No claim to any payment or compensation on account of for alteration or Restriction of work.</b></p>	<p>The Contractor shall not be entitled to claim any compensation from University for loss suffered by him on account of delay by University in the supply of materials entered in the supply of materials, entered in Schedule A where such delay is caused by-</p> <p>(I) Difficulties relating to the supply or railway wagons.</p> <p>(II) Force majeure.</p> <p>(III) Act of God.</p>

	<p>(IV) Act of enemies of the State or any other reasonable cause beyond the control of Government.</p> <p>In the case of such delay in the supply of materials, University shall grant such extension of time for the completion of the work on recommendation of architect in accordance with the circumstances of the case. The decision of the Registrar as to the extension of time shall be accepted as final by the contractor.</p>
<b>Clause 16</b>	
<b>Time limit for unforeseen claims.</b>	Under no circumstances whatever shall the contractor be entitled in any compensation from University on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.
<b>Clause 17</b>	
<b>Action and compensation payable in case of bad work.</b>	<p>If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Registrar or his authorized representative 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 quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the otherwise not in accordance with the contract, it shall be lawful for the Registrar or his authorized representative to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained or may have been in advertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provided, other proper and suitable material or articles at his own charges and cost and in the event of his failing to do so within a period to be specified by the Registrar 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 every day not exceeding ten days during which the failure so continues and in the case of any such failure Registrar 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 Registrar consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduce rates as he may fix therefore.</p>
<b>Clause 18</b>	
<b>Works to be open to inspection and Contractor or responsible agent to be present</b>	All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Registrar 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 Registrar and his subordinates to visit the work shall have been given to the contractor, either himself

	<p>be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractors duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.</p>
<p><b>Clause 19</b></p>	
<p><b>Notice to be given before work is covered up</b></p>	<p>The contractor shall give not less than five days' notice in writing to the Registrar or his authorized representative 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 dimension therefore taken before the same is so covered up or placed the reach of measurement any work without the consent in writing of the Registrar or his authorized representative of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made such work or for the materials with which the same was executed.</p>
<p><b>Clause 20</b></p>	
<p><b>Contractor liable for damage done, and for imperfections</b></p> <p><b>P.W.D. Resolution No.CAT-1087/CR-94/Bldg.2 Dt.14-6-89</b></p>	<p>If during the period of 24 (Twenty Four) Months from the date of completion as certified by the Registrar pursuant to clause 7 of the contract or 12 Months after commissioning the work whichever is earlier in the opinion of the Registrar or his authorized representative they said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Registrar or his authorized representative duly commence execution and completely, carry out at his cost in every respect all the work that may be necessary for rectifying &amp; 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 Registrar. In the event of the contractor failing or neglecting to commence execution of 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 Registrar get the same as aforesaid as required by the said notice, the Registrar get the same executed and carried out departmentally or by any other agency at the risk on account and the cost of the contractor. The contractor shall forthwith on demand pay to the University the amount of such cost charges and expenses sustained or incurred by the University of which the certificate of the Registrar or his authorized representative shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the University; the same may be recovered from the contractor as arrears of land revenue. The University shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the University to the contractor either in respect of the said work or any other work whatsoever or from the amount of the security deposit retained by</p>

	University. The defect liability period in particular for waterproofing treatment (Measurement Building work) shall be Ten years and for anti-termite treatment shall be Ten years.
<b>Clause 21</b>	
<p><b>Contractor to supply plant, ladder, scaffolding etc.</b>  <b>Contractor is liable for damages arising from no provision of light, fencing etc.</b></p>	<p>The contractor shall supply at his own cost all material (except such special materials, if any, as may, in accordance with the contract, be supply from University stores), plant, tool, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the Registrar us to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials, failing which the same may be provided by the Registrar at the expenses of the contractor and expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor be paid for compromising any claim by any such person. Proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person.</p>
<b>Clause 21 A :-</b>	
	<p>The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith-</p> <ul style="list-style-type: none"> <li>(a) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.</li> <li>(b) A scaffold shall not be constructed, taken down or substantially altered except. <ul style="list-style-type: none"> <li>(i) Under the supervision of a competent and responsible person; and</li> <li>(ii) As for as possible by competent workers possessing adequate experience in this kind of work.</li> </ul> </li> </ul>

(c) All scaffolds and appliances connected therewith and all ladders shall :-

(i) Be of sound material

(ii) Be of adequate strength having regard to the loads and strains to which they will be subjected, and

(iii) Be maintained in proper condition.

(d) Scaffolds shall be so constructed that no part thereof can be displaced in consequence of normal use.

(e) Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.

(f) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.

(g) Scaffolds shall be periodically inspected by a competent person.

(h) Before allowing a scaffold to be used by his workmen the contractor shall whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with regulations here in specified.

(i) Working platform, stairways shall-

(i) Be so constructed that no part thereof can sag unduly on unequally.

(ii) Be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons tripping or slipping and,

iii) Be kept free from any unnecessary obstruction.

(j) In the case of working platform, gangways, working places and stair ways at a height Exceeding 7.5 meters (to be specified)

i) Every working platform, gangway shall be closely boarded unless other adequate measures are taken to ensure safety.

ii) Every working platform and gangway shall have adequate width, and

iii) Every working platform, gangway, working place and stairway shall be suitable fenced.

(k) Every opening in the floor of building or in a working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting or material be provided with suitable means to prevent the fall of persons or material.

(l) When person are employed on a roof where there is a danger of falling from a height exceeding 7.5 meters (to be specified) suitable precautions shall be taken to prevent the fall of persons or materials.

(m) Suitable precautions shall be taken to prevent persons

	<p>being struck by articles which fall from scaffolds or other working places.</p> <p>(n) Safe means of access shall be provided to all working platform and other working places.</p> <p>(o) The contractor/(s) will have to make payments to labourers as per Minimum Wages Act 1948.</p>
<p><b>Clause 21 B</b></p>	
	<p>The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :-</p> <p>(a) Hoisting machines and tackle including their attachments anchorage's and supports shall-</p> <p>(i) Be of good mechanical construction, sound material and adequate strength and free from patent defect;</p> <p style="text-align: center;"><b>And</b></p> <p>(ii) Be kept in good repair and in good working order.</p> <p>(b) Every rope used in hoisting or lowering material or as a means of suspension shall be suitable quality and adequate strength and free from patent defect.</p> <p>(c) Hoisting machines and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in position at intervals to be prescribed by the Registrar or his authorized representative.</p> <p>(d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.</p> <p>(e) Every crane driver or hoisting appliance operator shall be properly qualified.</p> <p>(f) No person who is below the age of 18 years shall be in control of any hoisting machine, including any scaffold, which, or give signals to the operator.</p> <p>(g) In the case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means.</p> <p>(h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.</p> <p>(i) In the case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable, shall be clearly indicated.</p> <p>(j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose to testing.</p> <p>(k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards.</p> <p>(l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental</p>

	<p>descent of the load.</p> <p>(m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of suspended load becoming accidentally displaced.</p>
<b>Clause 22</b>	
<b>Measure for prevention of fire</b>	The contractor shall not set fire to any standing jungle, trees, brushwood or grasses without a written permit from the Registrar, when such permit is given, and also in all cases when destroying cut or dug up trees, brushwood, grass etc. by fire, the contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make the own arrangements for drinking water for the labour employed him and provide sanitary and other arrangements.
<b>Clause 23</b>	
<b>Liabilities of contractor for any damage done in or out side work areas</b>	Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of mentioned clause 22 shall be estimated by the Registrar or such other officer as he appoint and the estimate of the Registrar on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Registrar from any sums that may be due or become due from University to contractor under this contract or otherwise. The contractor shall bear expense of defending any action or other legal proceeding that may be brought by any person of injury the spread 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.
<b>Clause 24</b>	
<b>Employment of female labour</b>	The employment of female labours on works in neighborhood of soldier's barrack should be avoided as far as possible. The Contractor shall employ the labours from the nearest Employment Exchange.
<b>Clause 25</b>	
<b>Work on Sunday</b>	No work shall be done on a Sunday/Holiday Without the sanction in writing of the Registrar or his authorized representative.
<b>Clause 26</b>	
<b>Work not to sublet, Contract may be rescinded and security deposit forfeited for subletting it without approval or bribing a University officer or if contractor become insolvent</b>	The contractor shall not be assigned or sublet without the written approval of the Registrar or his authorized representative. And if the contractor shall assign or sublet his contract, or attempt so to do, 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, promise, or offered by line contractor or any of his servants or agent to any public officer or person in the employ of University in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly

	inserted in the contract, the Registrar may other up on by notice in writing rescind the contract, and the security deposit of the contractor shall hereupon stand forfeited and be absolutely at the disposal of University, consequences shall ensure as if; the contract had been rescinded under Clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contractor.
<b>Clause 27</b>	
<b>Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss</b>	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 use of University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.
<b>Clause 28.</b>	
<b>Changes in constitution of firm to be notified</b>	In the case of tender by partners, any change in the constitution of a firm all be forthwith notified by the contractor to the Registrar for information.
<b>Clause 29</b>	
<b>Direction and control of registrar</b>	All works be executed under the contractor shall be executed under the direction and subject to the approval in all respect of the Registrar, 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 the to time carried on.
<b>Clause 30</b>	
<b>Direction and control of registrar</b>	<p>( 1) Except where otherwise specified in the contract and subject to the powers delegated to him by University under the Code-Rules then in force, the decision of the Registrar for the time being shall be final, conclusive and binding on all parties of the contract upon all questions realign to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship, or materials used, on the work, or as to any other question, claim right, matter or things whatsoever in any way arising out of or relating to the contract designs, drawings, specifications, estimates instructions, order or other condition or whereas concerning the works or the execution or failure to executed the same whether arising during the progress of the work, or after the completion abandonment thereof.</p> <p>(2) The contractor may, within thirty days of receipt by him of any order passed by the Registrar of the Circle as aforesaid, appeal against it to the University with the contract work or project provided that :</p> <p>(A)The accepted value of the contract exceeds Rs.10.00 Lakhs (Rupees Ten Lakhs)</p> <p>(B) Amount of claim is less than Rs.1.00 Lakh (Rupees One Lakh).</p>



	(3) The decision of competent authority of University in case of appeal made by the contractor University shall be final and binding upon him.
<b>Clause 31</b>	
<b>Store of European as American manufacture to be obtained from Government.</b>	The contractor shall obtain from the University store or stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up any articles required thereof in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule, in form A attached to the contractor and if they are not entered in the said schedule, they shall be debited to him a cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.
<b>Clause 32</b>	
<b>Lump-sum in estimates.</b>	When the estimate on which a tender is made includes lump sums in respect of part of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as payable under this Contract for each items, or if the parts of the work in question is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of this clause.
<b>Clause 33</b>	
<b>Actions where no specifications</b>	In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the P.W.D. specifications, and the event of there being no P.W.D. Specifications, then in such case the work shall be carried out in all respects in accordance with all instruction and requirements of the Registrar.
<b>Clause 34</b>	
<b>Definition of work</b>	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 constructed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.
<b>Clause 35</b>	
<b>Contractor's percentage whether applied to</b>	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

net or gross amount of bill	issued.
<b>Clause 36</b>	
<b>Quarry</b>	All quarry fees, royalties, Octroi dues and ground rent for stacking materials, if any, shall be paid by the contractor.
<b>Clause 37</b>	
<b>Compensation under workmen's compensation act</b>	The contractor shall be responsible for and shall pay any to his workmen payable under the workmen's Compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by University from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I above.
<b>Clause 37 A</b>	
	The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by University the same shall be recoverable from the contractor forth with and be deducted without prejudice to any other remedy of University from any amount due or that may become due to the contractor.
<b>Clause 37 B</b>	
	<p>The contractor shall provide all necessary personal safety equipment's and first aid apparatus available for the use of the person employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith.</p> <p>(A) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of Equipment by those concerned.</p> <p>(B) When work is carried on in proximity to any place where there is a risk of drawing 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>
<b>Clause 37 C</b>	
	The contractor shall duly comply with the provision of the Apprentice Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure of neglect to do so he shall be subject to all the liabilities Provide by act and said rule. (Govt. circular No.CAT-6076/3336/ (400)/Bldg.2 dt.16-8-1985.)

<b>Clause 38</b>	
<b>Claims for quantities entered in tender or estimate</b>	<p>(1)Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate.</p> <p>(2)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 items 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 items specified in the tender, is not more than Rs.5,000/-.</p> <p>(3) “The contractor shall, if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub-clause (1) 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 the current schedule of rates and in absence of such rates, (II) at the rate prevailing in the market, the said rates increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited. <b>For the purpose of operation of this clause, this cost shall be worked out from the D.S.R. prevailing at the time of acceptance of tender.</b></p> <p>4) Claim 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 per cent at the rate of items specified in the tender is more than Rs. 5,000/-.</p>
<b>Clause 39</b>	
<b>Employment of famine labours etc.</b>	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 Registrar.
<b>Clause 40</b>	
<b>Claims for compensation for delay in start of work</b>	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works, on account of any delay in according sanction to estimates.
<b>Clause 41</b>	
<b>Claims for compensation for delay in start of work</b>	No compensation shall be allowed for any delay caused in the starting of the work on account of water, standing in borrows pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrows pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.
<b>Clause 42</b>	
<b>Entering upon or</b>	The contractor shall not enter upon or commence any portion of work

<b>commencing any portion of work</b>	except with the written authority and instruction of the Registrar or his authorized representative of the work. Failing such authority the contractor shall have no claim to ask for measurements of the payment for work.
<b>Clause 43</b>	
<b>Minimum age persons employed, the employment of donkeys and or other animals and the payment of fair wages</b>	<p>i) No contractor shall employ any person who is under the age or 18 years.</p> <p>(ii) No contractor shall employ donkeys or other animals with breaching of string or thin ropes. The breaching must be at least three inches wide and should be of tape (Newar).</p> <p>(iii) No animal suffering from sores, lameness or emaciation or which is immature animal shall be employed on the work.</p> <p>(iv) Registrar or his authorized representative is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by University for any delay caused in the completion of the work by such removal.</p> <p>(v) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract under taken by him. In event of any dispute arising between contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be refereed without delay to the Registrar who shall decide the same. The decision of the Registrar 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 University at the 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) All facilities provided in the contractor labour (Regulation &amp; Abolition Act 1971), The Maharashtra Contract Labour regulation &amp; Abolition rule 1971 should be provided.</p>
<b>Clause 44</b>	
<b>Method of payment</b>	Payment to contractors shall be made by cheque drawn or online them, provided the amount exceed Rs.10. Amounts not exceeding Rs.10 will be paid in cash.
<b>Clause 45</b>	
<b>Acceptance of conditions compulsory before tendering for the work</b>	Any contractor who does not accept these conditions shall not be allowed to tender for works.
<b>Clause 46</b>	
<b>Employment in scarcity labours</b>	If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Registrar, or be any person to whom the Registrar may have delegated this duty in writing to be in

	<p>need of relief and shall be bound to pay to such person in wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Registrar whose decision shall be final and binding on the Contractor</p>
<b>Clause 47</b>	
	<p>The price quoted by the contractor shall not in any case exceed the control price, if any, fixed by Government or reasonable price which it is permissible for him to charge a private purchase for the same class and description of goods under the provision of Hoarding or 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 controlled price on the 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.</p>
<b>Clause 47(A)</b>	
	<p>a) Bidder shall quote his rate considering the provisions covered under GST Act. 2017.  b) Provisional Amount of GST @ 2% i.e.1% CGST+1% SGST will be deducted at source (TDS) after the enforcement of Section 51 of Maharashtra Goods and Service Act.2017.  c) Bidder shall quote his rate excluding GST.  d) GST shall be paid on the amount of bill of the work done as per prevailing guidelines rate of GST during the period of work done as applicable. Necessary evidence is required.  e) The rates quoted by the contractor shall be deemed to be inclusive of the labour welfare cess and other taxes (other than GST) that the contractor will have to pay for the performance of this contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.</p>
<b>Clause 48</b>	
	<p>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 sales tax will be recovered on such sale.</p>
<b>Clause 49</b>	
<p><b>Government Circular No. CAT-1284/(120)/Bldg-2 Dt.14-8-85</b></p>	<p>The Contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and Self Employment Department's Scheme.</p>

	<p>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 Registrar of said work, obtain the rest of requirement of unskilled labour from outside the above scheme.</p>
<p><b>Clause 50</b></p>	
	<p>The contractor shall comply with the provision of the apprentices Act 1961 &amp; the rules and orders issued there under from time to time, if he fails to do so this failure will be a breach of the contract and the Registrar, may in his discretion may cancel the contract. The contractor shall also be liable for precautionary liability arising on account of any violation by him of the provision of Act.</p> <p>The contractor shall pay laborers, skilled and unskilled according to prescribed wages by Minimum Wages Act, 1948 applicable to the area in which work lies.</p> <p>The contractor to take precautions against accidents which take place on account of labour using loose garments while working on machinery.</p>
<p><b>Clause 51</b></p>	
	<p>All amounts whatsoever which the contractor is liable to pay to the University in connection with the execution of the work including the amount payable in respect of (I) materials and / or stores supplied issued hereunder by the University to the contractor. (II) hire charges in respect of heavy plant, machinery and equipment given on hire, by the University to the contractor for execution by him of the work and / or on which advances have been given by the University to the contractor shall be deemed to be arrears of Land Revenue and University to the contractor shall be may without prejudice to any other rights and remedies of the University recover the same from the contractor as arrears of land revenue. (CAT-1274/40364/Desk-2, dt.7/12/76)</p>
<p><b>Clause 52</b></p>	
	<p>The contractor shall duly comply with all the provision 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 statutes and statutory provision concerning payment of wages particularly to workmen employed by the contractor and working on site of work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contractor Labour (Regulation and Abolition) Rules, 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the University makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the University to such worker shall be deemed to be an arrears of land revenue and the University shall be entitled to recover the same as such from the contractor or deduce the same from any other amount payable to him by the University.</p>

<b>Clause 53</b>	
	The contractor shall engage apprentice such as brick layer, carpenter, wiremen, plumber, as well as blacksmith recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talaw, Mumbai 400 001. In the construction work (as per circular of Government of Maharashtra, Education Department No.CAT/1086/CR-243/K/Bldg.32dt.11.8.1987)
<b>Clause 54</b>	
(Govt. of Maharashtra P.W.D. resolution No. CAT/1086/CR- 243/K/Bldg- 2,dt.11/8/87)	<p>A. The anti-malaria and other health, measures shall be as directed by the joint Director (Malaria and Filaria) of Health Service, Pune.</p> <p>B. Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.</p> <p>C. 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 (M&amp;F) of Health Services, Pune.</p> <p>D. In case of default in, carrying out prescribed anit malaria measured resulting in increase in malaria incidence, contractor shall be liable to pay to Corporation the amount spent by University on anti malaria measures to control the situation in addition to fine.</p> <p>E. <b>RELATIONS WITH PUBLIC AUTHORITIES:-</b></p> <p>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.</p> <p>The contractor shall comply with all 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 livable on him without any extra cost to University.</p>
<b>Clause 55</b>	
The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996	All the establishments who carryon any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay Cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
<b>Clause 56</b>	
Mandatory testing of Material Penalty	Mandatory Testing of Material Penalty :- It is mandatory on the part of contractor to carry out all the required tests of various construction materials as mentioned in schedule “B” of the tender. If the contractor fails to submit required test result to the various construction in materials as mentioned in the items schedule “B” he will be liable to deposit the amount at penal rate of Five times of the amount of particular test which he has not carried out. Contractor will be

	<p>informed by the Engineer – in – charge through letter. On receipt of letter, contractor will have to either deposit the said amount or to carry out the required test within ten day. If he again fails to carry out the required tests in stipulated time, the said tests will be carried out by the Department and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the contractors bill. As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender condition and Executive Engineer’s decision will be final and binding on the contractor and it can not challenged by the contractor by way of Appeal, Arbitration or in the Court of Law. Considering above, relevant clause shall be included in DTP. Tender Percentage for Royalty, Testing charges and Man Power While preparing D.T.P. the schedule “B” /BOQ amount shall be divided as (A) work portion and (B) Royalty charges, Testing charges and Man power for Dept. For B-1 Tender the percentage shall be applied to work portion (A) only. For B-2 tender the rate of item shall be applied to work portion (A) only. In above both case the part “B” of schedule B/BOQ will be intact. Considering above, relevant clause shall be including in DTP.</p>
<p>Please refer</p> <ol style="list-style-type: none"> <li>1. सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक – सीएटी/२०१७/प्र. क्र ०८/ इमा – ०२ दिनांक – १२ एप्रिल, २०१७</li> <li>2. शासन शुद्धिपत्रक क्रमांक – सीएटी/२०१७/प्र. क्र ०८/ इमा – ०२ दिनांक – २९ जून, २०१७</li> <li>3. Govt. Circular No. Sankirn-2017/C.R.121/Part II/Bldg.2 dt. 19/09/2017</li> </ol>	



**ADDITIONAL  
CONDITIONS/INSTRUCTIONS TO  
TENDERERS WHILE TENDERING FOR  
THE WORKS.**

**ADDITIONAL CONDITIONS/INSTRUCTIONS TO TENDERERS WHILE  
TENDERING FOR THE WORKS.**

Person tendering for the work covered by the schedule will be required to complete the work within the periods specified below:

<b>Name of work</b>	<b>To start from the date of issue of work order</b>	<b>To complete</b>
<b>Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)</b>	.....	<b>Within 4 months including monsoon</b>

1. **COMPETENCY OF TENDER:**

The work will be awarded only to that contractor who is considered to be substantially responsive bidder, capable of performing the class of work to be completed. Before passing the final award any or all bidders may have to show that he has the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time.

2. **PAYMENTS:**

The tenderers must understand clearly that the rates quoted are for completed work and include all costs due to labour, all leads and lifts involved and it further necessitated scaffolding, plant, supervision, service works, power etc. and to include all to cover the cost of high and round the clock work as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the tenderers will not entitled subsequently to make any claim on the ground of any representation or on any promise by any person (whether member in the employment of University or not) or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein him from any risks or liabilities arising out of the tender.

a) **RUNNING BILLS**

One payment in the month may be granted by the Registrar if the progress of work is satisfactory. Contractor shall submit bills to the Registrar in appropriate forms.

b) **FINAL BILLS**

The contractor should submit final bill within one month after completion of the work and the bill 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.

c) **ADDITIONAL CONDITION ABOUT AVAILABILITY OF FUNDS**

The payment of bills will be made as per the availability of funds. No claims will be entertained for delayed payments. If situation arises, the work will be stopped as safe and will be withdrawn under clause 15 for which no compensation will be allowed.

3. **ERASER:**

Persons tendering are informed that no erasers or any alterations by them in the text of the document set herewith will be allowed and any such eraser or an alteration will be disregarded. If there is any error in writing, no overwriting should be done but the wrong words or figures should be struck out and the correct one written above or near it in an unambiguous way. Such correction should be initialed and dated.

4. **ACCEPTANCE:**

Intimation of acceptance of tender will be given by a telegram or a letter sent by Registered Post to the address given below the signature of the tenderer in the tenders. The tenders which do not fulfill any of the above conditions or those in the form and which are incomplete in any respect shall be liable for rejection.

5. **PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR TO PREVENT ACCIDENT:**

- i) No live electric lines should be allowed to run along the ground in the blasting zone and they should be at least about 10. Ft. above ground if not more.
- ii) The wiring cable should not be taken near the live electric line and it should be preferably shot firing cable as supplied by the supplier of explosives. If such a cable is not available, a substitute cable recommended by the explosive suppliers should only be used. Under no circumstances should cable made up of several pieces jointed and tapped be used.
- iii) The blasting shed from where the exploder is to finally operated should be at least 150 Meters away from the area to be blasted. It should have a strong root which can with stand the impact of flying stones at this range.
- iv) Only trained hands should be allowed to handle explosives, cable detonators etc.

6.1 **CONTRACTOR TO INFORM HIMSELF FULLY:**

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and special conditions, the specifications, schedules and drawing 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 investigations to arrive at the rates quoted in the tender. In this regard, he will be given necessary information to the best of the knowledge of University but without any guarantee about it.

If he shall have any doubt as to the meaning of any portion of these general conditions or the special condition, to the scope of working of 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 Registrar in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided in accordance with tender conditions in the absence of such authentic pre-clarification.

## **6.2 ERROR, OMISSIONS AND DISCREPANCIES:**

- (A) In case of errors, omissions and / or disagreement between written and scaled dimensions in the drawing or between the drawings and specifications etc. The following order of preference shall apply.
- (I) Between actual scaled and written dimensions or descriptions on a drawing, the latter shall be adopted.
  - (II) Between the written or shown description of dimensions in the drawings 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 specification of the same item, the latter shall be adopted.
- (B) In all cases of omission and / or doubts of discrepancies in the dimensions or description of any item or specifications, a reference shall be made to the Registrar, 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.
- (C) In case of discrepancy between percentage rate quoted in figures and words, the lowest of two will be considered for acceptance of tender.
- (D) The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provision if any, in the standard specification of PWD handbook where reference to such specifications is given without reproducing the details in contract.

## **6.3 WORKING METHODS AND PROGRESS SCHEDULES:**

- (a) The Contractor shall submit within the time stipulated by the Registrar in writing the details of actual methods that would be adopted by the contractor for the execution of any item as required by Registrar at each of the location, 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 such item of work. The Registrar reserves the right to suggest modification of make correction in the method proposed by the contractor whether accepted previously or not at any stage of the work to obtain the desired accuracy, quality and progress which shall be binding on the contractor. No claim on account of such change in method of execution will be entertained by University so long as specifications of the item remain unaltered.

### **PROGRESS SCHEDULE:**

(b) The Contractor shall furnish within the period of one week of the order to start the work, progress schedule in CPM/PERT chart quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and anticipated completion date of each major item of work to be done by him, also indicating and setting up materials, plants and machinery.

(c) The contractor shall employ sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours restricted to one shift a day for operation to be done under the University supervision shall be such as may be approved of the Registrar. They shall not be varied without the prior approval of the Registrar. Night work requiring supervision shall not be permitted except when specifically allowed by Registrar on each item, if requested by contractor. The contractor shall provide necessary lighting arrangements etc. for night work as directed by Registrar without extra cost to University.

### (d) **CONSTRUCTION EQUIPMENT AND LOCATION:**

The contractor shall be required to give a trial run of the equipment's for establishing, their capability to achieve the laid down specifications and tolerance to the satisfaction of the Registrar before commencement of the work. All equipment provided shall be of proven efficiency and shall be operated and maintained at all times, in a manner acceptable to the Registrar and no equipment or personal will be removed from site without permission of the Registrar.

### 6.4 **TREASURE TROVE:**

In the event of discovery by the contractor or his employees, during the progress of the works of any treasure, fossils, minerals or any other articles or value of interest, the contractor shall give immediate intimation there of the Registrar such treasure or things which shall be the property of the University.

### 6.6 **COLLECTION OF MATERIAL :-**

(I) Where suitable and approved University's quarries exist the Contractor or piece worker will be allowed if otherwise there is no objection to obtain the materials to the extent required for the work from the quarry. He will be, however liable to pay compensation, if any damage caused to the quarry either deliberately or through negligence or for wastage of materials by himself or his staff or labour. The contractor shall pay necessary royalty in advance and shall submit detailed accounts of materials quarried as directed.

(II) Where no suitable University's quarries exist or when the quantity of the material required cannot be obtained from a University's quarry the contractor or piece worker shall make his own arrangements to obtain the material from existing or a new quarry in Government waste land, private land or land belonging to other states or Talukas etc. After opening the quarry but before starting collection, the quarry shall be got approved from the Registrar or his representatives. The contractor or piece worker shall pay all royalty charges, compensation etc. No claims or responsibility on account of any of obstructions caused to execution of the work by difficulties arising out of private owners of the land will be entertained.

- (III) The rates in the tender, include all incidental charges such as opening of a new unsuitable material, dewatering, quarry, cost of blasting power and fuse, lift and lead, repairs to existing cart tracks, making new cart tracks, control charges, etc.
- (IV) The rates in the tender are for the delivery of the approved material on road side, properly stacked at the places specified by the Registrar and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of change in lead will be entertained.
- (V) No material shall be removed from the land within the road boundary or from the land touching it without the written permission of the Registrar or his authorized representative. If any material is unauthorisely obtained from such places, the contractor or piece worker shall have to make good the damages and pay such compensation, in addition as may be decided by the Registrar and will have to stop further collection.
- (VI) Any material that falls on any University Road from the vehicle etc. during conveyance shall be immediately picked up and removed by the contract or piece worker failing which it will be got removed departmentally at its cost and compensation will be deducted from bill. No heap shall be left prior to stacking even temporarily on the road surface or in any way so as to cause any obstruction or danger to the traffic. The contractor or the piece worker shall be liable to pay for any claims of compensation etc. arising out of any accident, etc. any such materials causing obstruction of danger etc. will be got removed departmentally at his cost and no claim for any loss or damage to the material, thus removed will be entertained. The contractor shall also be responsible for the damage or accident etc. arising out of any material that falls on the road or track, not in charge of the department and shall attend to any complaints which may be received.
- (VII) The materials shall not be stacked in place where it is liable to be damaged or lost due to traffic passing over it, to be washed away by rain or floods, to be buried under the landslides etc. or the slip down an embankment of hill side etc. No claims for any loss due to these and caused will be entertained.
- (VIII) Before stacking, the materials shall be free from all earth, rubbish, vegetable matter and other extraneous substance and in the case of metal, screened to gauge if so directed when ready. It shall be stacked entirely clear of the road way on ground which has been cleaned of vegetation and leveled. On high banks, what roads etc. where it may not be practicable to stock entirely clear of the road way it may be stacked with the permission of the Registrar on terms in such a way as to cause minimum danger and obstruction to the traffic or as may be directed by him.
- (IX) The size of the stack of the materials other than rubble shall be 3 x 1.5 x 0.60 meter or such other size as may be directed by the Registrar and all but ones stack in 200 meters shall be of the same uniform size and shall be uniformly distributed over whole lengths. One stack (at the end) in each 200 meters may be or length different form the rest in order to adjust total quantity to be required but its width and height will be the same as those of the rest.
- (X) The University Engineer shall supply the contractor with statement showing 200 meters wise quantities that will be required and the order in which the

- collection is to be done. No materials in excess of requirements in that 200 meters shall be stacked. Any excess quantity shall be removed at the expense of the contractor or piece worker to where it is required before the material in that 200 meter is finally measured.
- (XI) In stacking materials the deposition shall commence at the end of the kilometers farthest from the quarry and be carried continuously to the other end (unless otherwise directed by the Registrar). Stacking in one 200 meters shall be completed before it is started in another unless directed otherwise in writing by the Registrar, Measurements of the materials stacked in a 200 meters will not be recorded until the full quantity required has been stacked unless otherwise authorized by Registrar in writing. Collection and spreading shall not be carried out at the same time in one and the same kilometer or in two adjoining kilometers except with the written permission of the Registrar.
- (XII) Unless otherwise directed, the materials shall be collected in the following order according to availability of space. (1) Rubble (if included in tender) (2) Metal, (3) Soft Murum and (4) Hard Murum. Hard Murum shall be stacked on the side opposite to that on which soft Murum has been stacked. Similarly, metal collected for petty repairs shall be stacked on the side opposite to metal for new layer, where metal for two layers has to be stacked, as in the case of new roads, the metal for each layer shall be stacked on the opposite sides of the road.
- (XII) All road material shall be examined and measured before it is spread. The labour for measurements and check measurements where are by the contractor or piece worker. Immediately after the measurements are recorded, the stacks shall be marked by the contractor or piece worker by white wash or otherwise as may be directed by the Registrar to prevent from any possibility of the same material being measured and recorded over again and to prevent any unauthorized tampering with the stacks. If the contractor or the piece worker fails to attend the measurements of materials after receiving the notice from the Registrar or his subordinate stating date and time of the intention to measure the work, the same shall be measured nevertheless and no complaint in this respect will be entertained later on. If the contractor or piece worker fails to supply sufficient labour or the materials required at the time of measurements or check measurements, after due notice has been given to him, the expenses incurred on account of employing departmental labour or material etc shall be charged against his account.
- (XIV) No deduction will be made for voids.

#### **6.7 AGENT AND WORK ORDER BOOKS:-**

The contractor shall himself engage an authorized all time agent on the work capable of managing and guiding the work and understand the specifications and contract condition. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matter in case the Registrar considers essential for the work and so directs contractors. He will take orders as will be given by the Registrar or his representative and shall be responsible for carrying them out.

This agent shall not be changed without prior intimation to the Registrar and his representative on the work site. The Registrar has the unquestionable right to ask for change in the quality and strength of contractor's supervisory staff and to order removal from of any of such staff. The contractor shall comply with such an effect replacements to the satisfaction of the Registrar.

A work order book shall be maintained on site and it shall be the property of the University and the contractor shall promptly sign orders given therein by the Registrar or his superior officers and comply with them.

The compliance shall be reported by the contractor to the Registrar in good time so that it can be checked. The blank work order with machine numbered pages will be provided by the University free of charge for this purpose. The contractor will be allowed to copy out instruction there in from time to time.

6.8 **INITIAL MEASUREMENTS FOR RECORD:-**

Where for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same as recorded in the authorized field book or measurement book of University by the Registrar or his authorized representative will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. Any failure on the part of the contractor to get such levels etc. recorded before starting the work will render him liable to accept the decision of the Registrar as to the basis of taking measurements. Like-wise the contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by himself and the authorized representative of the Registrar. The record of such measurements on the University side will be signed by the contractor and he will be entitled to have a true copy of the same made at his cost.

6.9 **HANDING OVER OF WORK:-**

All the works and materials before finally taken over by University, it will be the entire liability of the contractor to guard, maintain and make 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 Registrar or his authorized representative will be always in writing copies of which will go to the Registrar or his authorized representative and the contractor. It is, however, understood that before taking over such work, University will not put it into regular use as distinct from casual or incidental one, except as specifically mentioned elsewhere in this contract, or as mutually agreed to.

6.10 **ASSISTANCE IN PROCURING PRIORITIES, PERMITS ETC:-**

The Engineer on a written request by contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the contractor in securing, the priorities for deliveries, transport, permits for controlled materials etc. where such are needed. The University will not however be responsible for the non-availability of such facilities or delays on this behalf and no claims on account of such failure of delays shall be allowed by the University.



The contractor shall have to make his own arrangement for machinery required for the work. However if the same is conveniently available with the University it may be spared as per the rules in force on recovery of necessary Security Deposit and rent at the rate approved from time to time by the independent agreement to this contract and the supply or non supply of machinery shall not form a ground for any claim or extension of time for this work.

7. **SAMPLES AND TESTING OF MATERIALS:-**

- i) All materials to be used on work shall be got approved in advance from the Registrar and shall pass the test and / or analysis required by him which will be
  - a) As specified in the specifications of the items concerned and/or
  - b) Red book
  - c) As specified by the Indian Road Congress Standard Specification and code of practice for Road and Bridges or
  - d) I.S.I. Specifications (whichever and wherever applicable) or
  - e) As per M.O.R.T. & H specifications for Roads and Bridges III edition Section 900 quality control for road work.
  - f) Such recognized specifications acceptable to the Registrar as equivalent there to or in the absence such authorized specifications.
  - g) Such requirements test and/or analysis as may be specified by the Registrar in the order of procedure given above.
  - h) As per specifications mentioned in Drawings.
- ii) The contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Registrar may require for collecting, preparing required number of samples for test or analysis at such time and to such places as may be directed by Registrar and bear all such charges, such samples shall also be deposited with Registrar.
- iii) The contractor shall as and when required submit at his cost the samples of materials to be tested to analyzed and if, so directed, shall not make use of or incorporate in the work any material represented by the samples until the required test or analysis have been made and after the test of the materials, finally accepted by the Registrar.
- iv) The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on an account of and as a result of testing of the materials.
- v) The contractor or his authorized representative will be allowed to remain present in the departmental laboratory while testing samples furnished by him. However, the results of all the tests carried out in the University laboratory in the presence or absence of the contractor or his authorized representative will be binding on the contractor.
- vi) **Quality Control Tests:** The contractor shall at his own cost set up laboratory at site of work to carry out the routine tests on materials which are to be used for

the work. This laboratory shall be approved by the Registrar. The testing shall be done as per frequencies mentioned in the specification/ additional specification of each item of Schedule B. The 50% of the test included in Annexure "A" shall be carried out in Vigilance and Quality Control Laboratory at the cost of contractor and balance 50% in the site laboratory or if it is not possible to establish laboratory at site of work all the test mentioned in Annexure "A" shall be carried out in Vigilance and Quality Control Laboratory of Government (such as PWD, Government colleges etc.) at the cost of contractor.

- vii) In case of materials procured by the contractor, testing as required by the coded and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Registrar at the nearest approved laboratory. If additional testing other than as required by specification is ordered, the testing charges also shall be borne by the University if the test results are satisfactory and by the contractor if the same are not satisfactory.
- viii) In case of material specified by the University if the contractor demands certain testing the charges thereof shall be paid by the contractor if the same are not satisfactory.

#### 7.1 **QUALITY CONTROL ON WORKS AND MATERIALS:**

The contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall therefore, have his own independent and adequate set up for ensuring the same. This shall include establishing field laboratory for testing required W.B.M. & B.T. works. The plant laboratory shall be equipped with the equipment's and apparatus required for the testing. This equipment's shall be in working condition. The Registrar or his representative will verify these equipment's in the laboratory at plant site. The work shall not be started (particularly the hot mix B.T. work) unless and until the laboratory is equipped with equipment's .Asphalt testing laboratory shall be established by the contractor at his cost preferably at his plant site and all asphalt consignments shall be tested in his laboratory before putting it to use in the presence of representative of Registrar.

#### 7.2 **CO-ORDINATION :-**

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full coordination between the contractors to ensure timely completion of the whole project smoothly. The scheduled dates for completion specified in each contract shall therefore, be strictly adhered to. Each contractor may make his independent arrangements for water power housing etc if they so desire. On the other hand the contractors are at liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Registrar. No contractor shall take or cause to be taken any steps or action that may cause disruption, discontent, or disturbance of work, labour or arrangement etc. of the contractor and shall be dealt-with accordingly.

In case of any dispute or disagreement between the contractors, the Registrar's decision regarding the coordination, co-operation and facilities to be provided by any of the contractor shall be final and binding on the contractors concerned and such a decision shall not vitiate any contract nor absolve the contractor of his

obligations under the contractor nor consider from the grounds for any claim or compensation.

### **7.3 TEMPORARY QUARTER :**

The contractor shall at his own expense maintain sufficient experienced supervisory staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structures shall be got approved from the Registrar. It will be the responsibility of the contractor to get his lay out plan of temporary structure approved from the local competent authority.

### **7.4 PAYMENTS :**

The contractor must understand clearly that the rates quoted are for completed work and include all costs due to labour, scaffolding, plant, machinery, power, lead and lifts etc. and should also include all expenses to cover the cost of lighting, night work if and when required and no claim for additional payment beyond the rates quoted will be entertained.

### **7.5 PATENTED DEVICES, MATERIALS AND PROCESSES**

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

### **7.6 WATER SUPPLY:**

Availability of adequate water for works and sources there of shall be confirmed by the contractor before submitting the tender.

The contractor shall make his own arrangements at his own cost for entering into contract with concerned authorities for obtaining the connection and carry the water up to the work site as required by him. The location of the pipe line with respect to the road shall be decided by Registrar and shall be binding on the contractor.

The contractor is advised to provide water storage tank of adequate capacity to take care of possible shutdown of water supply system.

### **7.7 ELECTRICITY:**

The contractor will have to make his own arrangement at his own cost for obtaining or providing electric supply at work site.

Electrical supply for the University use at work site shall be provided by the contractor. No charges would be payable by the University.

## **8 SAFETY MEASURES AND AMENITIES :**

### **8.1 SAFETY MEASURES:**

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such job as require special protection and precautions wherever required. The contractor shall also comply with the directions issued by the Registrar in this behalf from time to time and at all times.

- (1) Providing protective foot-wear to workers, in situations like mixing and placing of mortar or concrete, in quarries and place where the work is to be done under too much wet conditions as also for movements over surface infected with oyster growth etc.
- (2) Providing protective head wear to workers, working in quarries etc. To protect them against accidental fall of materials from above.
- (3) Taking such normal precautions like providing hand rails to the edges of the floating plant form or barges, not allowing nails or metal parts or useless timber to spread around etc.

## **8.2 AMENITIES:**

- (1) Supporting workmen with proper belts, ropes etc. When working on any masts, cranes, grabs, hoist, dredger etc.
- (2) Taking necessary steps towards training the workers concerned of the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.
- (3) Providing adequate number of boats (if at all required for plying in the water to prevent overloading and over-crowding.
- (4) Providing life belts to all men working at such situations from where they may accidentally fall in water. Equipping the boats with adequate number of life boats etc.
- (5) Avoiding bare live-wires etc. as would electrocute workers.
- (6) Making all platforms, staging's and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risks.
- (7) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first aid treatment in case of accidents due to suffocation, drowning and other injuries.
- (8) Take all necessary precautions with regard to use of divers.
- (9) Providing full length boots, leather hand gloves, leather jackets with fireproof aprons to cover the chest and back reaching upto knees plain goggles for the eyes to the labour working with hot asphalt, handling vibration in cement concrete and also where use of any or all these items is, essential in the interest of health and well-being of the labourers in the opinion of the Registrar.

### **8.3 EXPLOSIVE:-**

The contractor shall at his own expense construct and maintain proper magazines, if such are required for the storage of explosive for use in connection with the work and such magazines, being situated constructed and maintained in accordance with the Government/University Rules applicable in that behalf. The contractor shall at his own expenses obtain such license as may be necessary for storing and using explosive. Notwithstanding that the location etc. or storage of explosives are approved by the Registrar, the University, shall not bear any responsibility whatsoever in occurrence what-so-ever in connection, therewith, all operations of the contractor in or for which explosives employed being at the risk of contractor and upon his sole responsibility and the contractor hereby gives to University an absolute indemnity in respect thereof.

### **8.4 DAMAGE BY FLOODS OR ACCIDENTS:-**

The contractor shall take all precautions against damage by floods or form 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 plant or materials belonging to the University lost or damaged or from any other cause while is in his charge.

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

The contractor shall comply with all rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall himself pay all charges which are livable on him without any extra cost to the University.

#### **POLICE PROTECTION:-**

For the Special Protection of camp of the contractor's works, the University will help the contractor as far as possible to arrange for such protection with the concerned authorities. The cost shall be borne by the contractor.

### **8.6 INDEMNITY:-**

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

The University may at its discretion and entirely at the cost of the contractor defend such suit, either jointly with the contractor or single in case the latter chooses not to defend the case.

**8.7 MEDICAL & SANITARY ARRANGEMENTS TO BE PROVIDED FOR LABOUR EMPLOYED IN THE CONSTRUCTION BY THE CONTRACTOR :-**

- (a) The contractor shall provide an adequate supply of pure and wholesome water for the use of laboures on work and in campus.
- (b) The contractor shall construct trench or semi-permanent latrines for the use of the Labours. Separate latrines shall be provided for men and women.
- (c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the labouers according to the following specifications:-
  - (1) Huts with Bamboos and Grass may be constructed.
  - (2) A good site not liable to submergence shall be selected on high ground remote from jungle but well provided with trees shall be choosen wherever it is available. The neighborhood of tank, jungle, trees or wood should be particularly avoided. Campus should not be established close to large cutting of earth work.
  - (3) The lines of huts shall have open space of at least ten meters between, rows, when a good natural site cannot be procured, particular attention should be given to the drainage.
  - (4) There should be no overcrowding. Floor space at the rate of 3 Sq. Meter per head shall be provided. Care should be taken to see that the huts are kept clean and in good order.
  - (5) The contractor must find his own land and if he wants University land, he should apply for it. Assessment for it, if demanded will be payable by contractor. However the department does not bind itself for making available the required land.
- (a) The contractor shall construct a sufficient number of bathing places, washing places should also be provided for the purpose of washing clothes.
- (b) The contractor shall engage a Medical Officer with a travelling dispensary for a Camp containing 500 or more persons if there is no University or other private dispenser situated within 8 kms, from the camp". In case of emergency the contractor shall arrange at his cost of transport for quick medical help to his sick worker.
- (c) The contractor shall provide the necessary staff for effecting satisfactory conservancy and cleanliness of the camp to the satisfaction of the Registrar. At least one sweeper per 200 persons should be engaged.
- (d) The assistant Director of Public Health shall be consulted before opening a labour camp and his instruction on matters such as water supply, sanitary conveniences the camp site accommodation and food supply shall be followed by the contractor.
- (e) The contractor shall make arrangements for all anti-malarial measures to be provided for the labours employed on the work. The anti-malarial measures shall be provided as directed by the Assistant Director of Public Health.
- (f) The anti-malarial and other health measures shall be as directed by the joint - Director (Malaria and Filaria) Health Services, Pune or respective one.
- (g) Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.

- (h) 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, (M. & F.), of Health Services Pune.
- (i) In case of default in carrying out prescribed antimalarial measures resulting in increase in Malaria incidence, contractor shall be liable to pay to University, the amount spent by University on anti-malaria measure to control the situation in addition to fine.
- (j) The contractor shall make sufficient arrangement for draining away the surface and silage water as well as water coming from the bathing and washing places and shall dispose of this waste water in such way as not to cause any nuisance. He shall also keep the premise clean by employing sufficient number of sweepers.
- (k) The contractor shall comply with all rules, regulation bye-law 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 livable on him without any extra cost to University.
- (l) In addition to above all provisions of the relevant labour act pertaining to basic amenities to be provided to the labourer shall be applicable which will be arranged by the contractor.

## **9. MISCELLANEOUS :**

- 9.1 For providing electric wiring or water lines etc. recesses shall be provided if necessary through walls, slabs, beams etc. and later on refilled it with bricks or stones. Chipping cement mortar without any extra cost.
- 9.2 In case it becomes necessary for the due fulfillment of contract for the contractor to occupy land outside the University, the contractor will have to make his own arrangements with the land owners and pay such rents, if any, are payable as mutually agreed between them.
- 9.3 The contractor shall duly comply with the provision of the Apprentices Act 1961 (iii of 1961) and the rules and orders made there under from time to time under the said Rules and on his failure or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and Rules.
- 9.4 It is presumed that the contractor has gone carefully through the standard specification (Vol. I & II 1981 edition) M.C.R.T & H specifications for Road and Bridges work (Fourth Revision 2001), and Schedule of Rate of the division/state, and studied the site conditions before arriving at rates quoted by him. The special provision and detailed specification of wording of any item shall gain precedence over the corresponding contrary provision (if any) in the standard specification given without reproducing the details in contract. Decision of Registrar shall be final in case of interpretation of specification.
- 9.5 If the standard specifications fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian Standard specifications, I.R.C. codes. If any of items of this contract do not fall in reference quoted above, the decision and specifications as directed by the Registrar shall be final.
- 9.6 The stacking and storage of building materials at site shall be in such a manner as to prevent deterioration or inclusion of foreign materials and to ensure the preservation of the quantity, properties and fitness of the work. Suitable precaution shall be taken by Contractor to protect the materials against atmospheric action fire and other hazards. The materials likely to be carried away

by wind shall be stored in suitable stores or with suitable barricades and where there is likelihood of subsidence of soil; heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosure as directed shall be provided to separate materials brought by contractor and from different sources of supply.

10. **INSTRUCTION REGARDING EXECUTION OF WORKS HAVING VERY HIGH RATES AND VERY LOW RATES:**

In case of high rates quoted by the contractor for a particular item, the payment for that item shall be made at part rate based on C.S.R. rate initially; Full rate shall be released only after entire work is satisfactorily completed.

11. **DEFINITIONS:**

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

- a) The University : The university means the Registrar or a competent authority Dr. Babasaheb Ambedkar Technical University, Lonere, Dist Raigad.
- b) The Registrar or his authorized representative means Registrar or the Architects and or University Engineer.
- c) The Contractor : The person whose tender may be accepted shall be referred to as Contractor and shall include their legal representatives, assigns or successors.
- d) The expression "Contract" as used in tender papers shall mean the deed to contract together with its original accompaniment and those latter incorporated in it by mutual consent.
- e) The expression "Plant" as used in the tender papers shall mean every temporary and necessary or considered necessary by the Engineer to executive contract, complete and maintain the works and used in altered, modified, substituted and additional work ordered in the time and the manner here in provided and all temporary materials and special and other articulated of appliances of every, sort, kind and description whatsoever intended or used thereof.
- f) "Drawings " shall mean the drawings referred to in the specifications and any modifications of such drawings approved in writing by Registrar and such other drawings as may from time to time be furnished or approved in writing by the Registrar.
- g) "Provisional Sum" or "Provisional lump sum" shall mean lump sum included by university in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- h) "Provisional items" shall mean items for which approximate quantities have been included in the tender documents.
- i) "The Site" shall mean the lands and/or other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by University used for the purpose of contract.
- j) The "Work" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- k) The "'Contracts sum" shall mean the sum for which the tender is accepted.



l) The "Accepting Authority" shall mean the officer competent to accept the Contract.

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

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

o) "Urgent works" shall mean any measure which, in the opinion of the Registrar or his authorized representative 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, where the context so requires, words importing the singular only also include the plural and vice-versa. Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof the contract.

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

## 12. **TESTING ETC :**

The Contractor shall be responsible for the quality of the work in the entire construction work within the contract. He shall, therefore, have his own independent and adequate setup for ensuring the same. This shall include establishing field laboratory for testing required for cement concrete, earthwork, WBM and B.T. works.

## 13. **AUTHORITIES OF THE REGISTRAR OR HIS AUTHORISED REPRESENTATIVE :**

The duties of the representative of the Registrar 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 Registrar may from time to time, in writing delegate to his representative any powers and authorities vested in the Registrar 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 Registrar to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the University as through it had been given by the Registrar, provided always as follows.

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

## 14. **LAY OUT OF WORK:-**

14.1 Layout of the work will be done by the contractor in consultations with the Registrar or his representative or University Engineer, some permanent marks should however be established to indicate the demarcation of the structure or any

component thereof made to this permanent marks in measurement books and drawing signed by the contractor and the University Engineer.

#### 14.2 **SETTING OUT:-**

##### **I) ROAD WORKS :**

- a) The contractor shall establish working bench marks in the area soon after taking possession of the site. The working bench mark shall be at the rate of four per kilometer and also at or near all drainage structures, over bridge under passes. The working bench marks/ levels should be approved from the Registrar. Checks must be made on these bench marks once every month and adjustments if any got agreed with the Registrar and recorded. An upto date record of all bench marks including approved adjustment, if any, shall be maintained by the contractor and also a copy supplied to the Registrar for his record.
- b) The lines and levels of formation, side slopes, drainage, carriageways and shoulder shall be carefully set out and frequently check, care being taken to ensure that correct gradients and cross sections are everywhere obtained.
- c) In order to facilitate the setting out of the works, the center line of the carriageway or highway must be accurately established by the contractor and approved by the Registrar. It must then be accurately referenced in a manner satisfactory to the Registrar, every 50 m intervals in plain and rolling terrain and 20 m intervals in terrain and in all curve points as directed by the Registrar, with marker pegs and chain age boards set or near the fence line, and a schedule of reference dimensions shall be prepared and supplied by the contractor to the Registrar. This marker shall be maintained until the works reach finished formation levels and are accepted by the Registrar.
- d) On construction reaching the formation level stage the centre line shall again be set out the contractor when approved by the Registrar shall be accurately referenced in a manner satisfactory to the Registrar by marker pegs set at the outer limits of the formation.

#### 15. **STACKING AND STORAGE AND GUARDING OF MATERIALS:-**

- 15.1 The stacking and storage of material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the contractor to protect the material against atmospheric action, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, heavy materials shall be stored on paved platforms. Suitable separating barricades and enclosures as directed shall be provided to separate materials brought by contractor and materials issued by University to contractor under schedule "A" same applies for the materials obtained from different sources of supply.

- 15.2 The contractor shall at his own expense engage watchman for guarding the materials and plant and machinery and the work during day and night against any pilferage or damage and also for prohibiting trespassers.
- 15.3 No materials brought to the site shall be removed from the site without the prior approval of the Registrar.

## **16 INSPECTION**

- 16.1 The contractor shall inform the Registrar 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.
- 16.2 The contractor shall provide at his cost necessary ladders and such arrangements as are considered safe by the Registrar for proper inspection of all parts of the work.
- 16.3 Contractor shall extend his full co-operation and make all necessary arrangement when needed for carrying out inspection of the work or any part of the work by the local representatives, M.L.As, M.Ps and officers and dignitaries/delegates of various Government departments, local bodies, private sectors etc. No compensation shall be paid to the contractor on this account.
- 16.4 The work shall be carried out by the contractor without causing damage to the existing University property and/or private property. If any such damages are caused, the contractor shall pay for restoration of the property to the original conditions, and any other consequent damages.
- 16.5 In the event of an occurrence of an accident involving serious injuries or death of any person, at site of the work or quarry or at any place in connection with the work the same shall be reported in writing within twenty four hours of the occurrence to the Registrar and Commissioner of Workmen's compensation.
- 16.6 The contractor after completion of work shall clean the site of all debris and remove all unused materials other than those supplied by the 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 will be removed by the University at his cost or disposed off as per University procedure. In case the material is disposed of by University, the sale proceeds will be credited to the contractor's account after deducting the cost of sale incurred. However, no claim of contractor regarding the price or amount credited will entertained afterwards.
- 16.7 All constructional plant, provided by the contractor shall when brought on to the site be deemed to be exclusively intended for the construction and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent in writing of the Registrar who shall record the reasons for withholding the consent.

17. **RESTRICTIONS BECAUSE OF LOCAL TRAFFIC:**

As there is local traffic by the side of construction during construction for the bridge or road, the contractor will have to take proper precaution such as proper barricading, fencing, lighting, information and cautionary boards for safe and smooth flow of traffic, and keeping the concerned authorities informed about the work in progress.

18. **COMPLETION CERTIFICATE:**

18.1 The work shall not be considered to have been completed in accordance with the terms of the contract until the Registrar shall have certified writing to that effect. No approval of material or workmanship or approval of part of work during the progress of execution shall bind the Registrar or in any way prevent him from even rejecting the work which is claimed to be completed and to suspend the issue of his certificate of completion until such alteration and modification or reconstruction have been effected at the cost of contractor as shall enable him to certify that the work has been completed to his satisfaction.

18.2 After the work is completed the contractor shall give notice of such completion to the Registrar and within 30 days of receipt of such a notice the Registrar shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate indicating the date of completion. However, if there are any defects which in the opinion of the Registrar are rectifiable he shall inform the contractor the defects noticed. The contractor after rectification of such defects shall then inform the Registrar and Registrar on his part shall inspect the work and issue the necessary completion certificate within 30 days if, the defects are rectified to his satisfaction and if not, he shall inform the contractor indicating defects yet to be rectified. The time cycle as above, shall continue.

18.3 In case defects noticed by the Registrar which in his opinion are not rectifiable but otherwise work is acceptable at reduced payment, work shall be treated as completed. In such cases completion certificate shall be issued by the Registrar within 30 days indicating the un-rectifiable defects for which reduction in payments is being made by him.

18.4 The issue of completion certificate shall not be linked up with the site clearance on completion of the work.

19. **ANCILLARY WORK :**

The contractor shall submit to Registrar in writing the details of all ancillary works including layout and specifications to be followed for its construction. Ancillary work shall not be taken up in hand unless approved by Registrar. The Registrar reserves the right to suggest modifications or make complete changes in the layout and specifications proposed by the contractor at any stage to ensure the safety on the work site. The contractor shall carry out all such modifications to the ancillary works at his own expenses as ordered by Registrar.

20. **SPECIAL CONDITIONS:**

- 20.1 The Contractor should ensure that all safety precautions are observed by their labour. Working closed to the State Highway and while closing the state Highway precaution is taken including insurance etc. for their labour at the cost of the contractor and the contractor will bear all the expenses, compensation etc. if any accident occurs to the labour etc. No claim in this regard on whatsoever account shall be entertained and this decision of the University will be final and conclusive.
- 20.2 The contractor shall observe the rules and regulation imposed by traffic police for smooth flow of traffic on the diversion road and shall not be entitled for claims any compensation arising thereof.
- 20.3 In the case of delay in handing over the land required for the work, due to unforeseen cause, the contractor shall not be entitled for any compensation what-so-ever from the University on the ground that the machinery or the labour was idle for certain period. Contractor may, however apply for extension of time limit which may be granted on the merit of the case.

21. **THE MODIFICATIONS/AMENDMENTS/ADDITIONS TO THE SPECIFICATION FOR ROAD WORKS:**

- 1) Cement to be used for works, shall be any of the following with prior approval of Registrar.
- a) Ordinary Portland cement 33/43/53 grade cement confirming to IS: 269

Independent testing of cement used shall be done by the contractor at site and in the laboratory approved by the Registrar before use. Any cement with lower quality than those shown in manufacturer's certificate shall be debarred from use. In case of finely ground cement or imported cement, the Registrar may direct the contractor to satisfy him as to the acceptability of such cement, especially with regard to creep and shrinkage effect.

Any consignment or part of a consignment of cement which has deteriorated in any way or specification shall not be used in the works and shall be removed from the site by the contractor without charge to the Employer.

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

The contractor shall prepare and maintain proper records on site in respire of the delivery, handling, storage and use of cement and these records shall be available for inspection by the Registrar at all times.

**22. REJECTION OF MATERIALS NOT CONFORMING TO SPECIFICATIONS:**

Any stock or batch of materials (s) of which sample (s) does not conform to the prescribed test and quality, shall be rejected by the Registrar and such material shall be removed from site by the contractor at his own cost. Such rejected materials shall not be made acceptable by any modifications. Materials not corresponding in character and Quality with approved samples will be rejected by the Registrar or his representative and shall be removed from site at the contractor's own cost.

**23. HOT MIXED AND HOT LAID BITUMINOUS CONSTRUCTION**

- (a) Job mix formula satisfying specification requirement should be worked out based on laboratory test and got approved by the Engineer. Engineer will have independent test made before approving the job mix formula.
- (b) The plant should be checked for capability to produce mix conforming to the specification. If necessary, trial stretches should be laid and checked approximately.
- (c) Control should be exercised on temperature of binder in the boiler, aggregate in the dryer and mix at the time of laying and rolling.
- (d) From the mix collected from the discharge point of the plant, extraction test for binder content and aggregate gradation should be performed to check the quality of mix discharged from the plant.
- (e) Thickness and density of the compacted mix should be checked by taking core sample.

23.1 Each Truck/Tipper load of bituminous load shall be weighed on a standard weigh bridge on plant site. The contractor shall arrange to provide a Weigh Bridge of minimum 20 Tones capacity at suitable location. The weigh bridge shall be put to use after checking calibration is completed by competent Authority (inspector of weight and measures). The record of weight of bituminous load thus obtained shall be kept in measurement book. The weightment of the bituminous load shall be done by the contractor at his expense in the presence of authorized representative of the Registrar. The quantity of mix (weight basis) physically arrived at site shall be tallied with the quantity arrived at by volumetric measurement. The register showing dispatch of bituminous load from plant, vehicle No. time of dispatch, temperature at the time of dispatch etc. shall be kept in prescribed form at hot mix plant site. Similarly the register showing vehicle number, time of arrival of vehicle at site, weight of vehicle with bituminous load, temperature of the mix at site etc. shall be kept by the University in the presence of contractor or his authorized representative (if he or his authorized representative is present at the site at that time.) Both the registers shall be filled daily and contractor shall sign the register every day in token of acceptance of contents in the register. The record maintained in the form of the register shall ensure quantity of the materials only. The

maintenance of these register does not absolve the contractor of his contractual obligation towards quality of the work.

- 23.2 Contractor and Engineer-in-charge shall maintain the details of mix in the prescribed proforma
- 23.3 The Contractor shall erect hot mix plant in working condition and commission the same within 15 days after receipt of the work order and start the work under guidance of Registrar.
- 23.4 Failure to satisfy the condition 23.3 shall disqualify the contractor and further action as deem fit shall be taken by the University.

**24 INSPECTION OF OPERATIONS:**

The Registrar and any person authorized by him shall at all times have access to the works and to all workshops and places (including required documents) where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for & every assistance in or in obtaining the right to such access.

**25 SITE OFFICE CUM FIELD: - LABORATORY:**

The contractor shall arrange to provide a well-furnished and fully equipped field laboratory which shall be manned by adequately qualified technical staff. The laboratory shall preferably be located adjacent to the plant site and shall be provided with amenities like water supply, electric supply, toilet block etc. the laboratory equipment shall conform to clause 121.3 of M.O.R.T & H. specifications (Fourth Revision 2001) of road and bridge work and other relevant standard codes. This shall be considered as incidental to work and no separate payment whatsoever will be made for the same.

**26. SUPPLY OF COLOURED RECORDED PHOTOGRAPHS AND ALBUMS:**

The Contractor shall arrange to take dated post and size coloured photographs at the rate of 10 photographs per Building/kilometer for road/as per instruction of Registrar at various stages/facts of the work including interesting and novel features of the work as desired by the Registrar and supply them in five copies each in separate albums of appropriate size. He shall also arrange for the Video Filming of important activities of the work during the currency of the contract and edit it to a video film of 60 to 180 minutes playing time.

It shall contain narration of the various activities in English/Marathi by a competent narrator. The cassette shall be of acceptable quality and the film shall be capable of producing colour pictures. This shall be considered as incidental to the work and no additional payment whatsoever will be made for the same.

27. **SUPPLY OF SAFETY JACKETS TO LABOURERS/SUPERVISORS ENGINEER:**

As a safety measure during the execution of work all labours, construction and supervisory staff shall be provided with an orange colour jacket in fluorescent blue so as to make them starkly visible from a distance even during evening hours.

28. **APPROVAL OF CONSTRUCTION MATERIALS AND CONSTRUCTION ACTIVITES:**

Approval of all materials and their makes/brands for the work shall be obtained in writing form Registrar or his representative before its use in the Project. Before taking up of any construction activity the construction work done earlier shall be got approved in writing. Any failure on this account may result in rejection of the work for which the contractor will be solely responsible.

Materials and job mix if require, etc. shall be got approved in writing at least 15 days in advance of the commencement of corresponding activity. The testing charges shall be borne by the contractor. Beside the Prescribed rests and frequencies any other test or tests over the prescribed frequency shall also be carried out by the contractor at his own cost if so directed by Registrar or his authorized representative.

29. Contractor shall conduct roughness index test as specified and without any cost to University before starting of bituminous work and after completion of bituminous Work as a measure to check the improvement in riding quality of the road.

30. The Contractor at his own cost shall provide and fix informatory Boards (Total 2 Nos.) at either end of project each on the left side of the traffic direction and facing the traffic without causing any hindrance to traffic. Details of the board shall be as directed by the Registrar. The board shall be of size 1.80 meter vertical x 1.6 meter horizontal. The back ground of the board will be in traffic yellow colour with lettering in Black colour. The information should be displayed in Marathi, Hindi and English language. The lettering should be proportionate. The Board shall be maintained properly at the cost of contractor till expiry of defect liability period of the work.

31. The contractor shall carryout independently necessary tests as per clause 903, Table 900-4 of M.O.R.T. & H specifications for road and bridge works fourth revision 2001 to ensure that modified bitumen used meets requirements laid down in I.R.C. SP.53-2002 at his own cost.

32. **QUALITY CONTROL TEST :-**

The contractor shall at his own cost set up laboratory at site of work to carry out the routine tests on materials which are to be used for the work. This laboratory shall be approved by the Registrar. The testing shall be done as per frequencies mentioned in the specification/ additional specification of each item of Schedule B. The 50% of the test included in Annexure "A" shall be carried out



in Vigilance and Quality Control Laboratory at the cost of contractor and balance 50% in the site laboratory or if it is not possible to establish laboratory at site of work all the test mentioned in Annexure "A" shall be carried out in Vigilance and Quality Control Laboratory of Government (such as PWD, Government colleges etc.) at the cost of contractor.

33. **R.C.C. PIPE**: - The contractor shall purchase the R.C.C Pipes of required categories from MSSIDC/small industries and necessary documentary evidence for purchase of pipes shall be produced to the Registrar during the execution of work.

34. **CONDITION RELATING TO INSURANCE OF CONTRACT WORK**

Contractor shall take out necessary Policy / Policies so as to provide adequate Insurance cover for execution of the awarded contract work for total contract value and complete contract period from the "Directorate of Insurance, Maharashtra State, Mumbai only its postal address for Correspondence is "264, MHADA, First Floor, Opp. Kalanagar, Bandra (East), Mumbai 400051" (Telephone Nos. 6590690 / 6590846 and Fax No. 6592461) Similarly, all workmen's appointed to complete the contract work are required to insure under workmen's compensation insurance police. Insurance Policy / Policies taken out from any other company will not be accepted. If any contractor have effected Insurance with any insurance Company the same will not be accepted and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the Contractor for the executed contract work.

35. **DIARY**

Contractor shall maintain through the construction period, a diary in the form of a register regarding the following:

- i) Daily presence of all categories of labours,
- ii) Daily availability and use of machinery and equipment's on work,
- iii) Daily procurement, Consumption and balance of materials on site,
- iv) Daily record of various visiting authorities along with name of the officers visited and timing
- v) Details of work executed per day. The register shall be closed on daily basis and signature of University Engineer or his representative should be taken over it.

36. **BUILDING AND OTHER CONSTRUCTION WELFARE CESS**

Building and other construction worker welfare cess 1% or at the rates awarded from time to time as intimated by the competent authority of building and other construction worker Welfare Act 1996 shall be deducted from bill amount. Whether bill advance payment or secures advance.

37. **DEFECT LIABILITY PERIOD (CLAUSE 20) – 24 MONTHS**

1. The Defect liability period of the work is 24 months. Contractor is responsible to submit necessary test certificate from competent authority before and after the execution of work as the case applicable.

**38. Contractor is liable for action under Indian Penal Code if any papers are found false / fraudulent paper / information submitted in Cover no.1, if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by contractor staff, subletting company or by contractor & during contract period and even after the completion of contract ( finalisation of final bill ). (As per Govt. resolution no.CAT-2018/C.R.127/Buld-2, Dated-28.11.2018)**

**39. PRICE ADJUSTMENT CLAUSE**

Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants excluding bitumen, cement and steel in accordance with the following principles and procedures and as per formula given in the contract data. The price variation clause shall be read as follows: (a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor. (b) The price adjustment shall be determined during each month from the formula given in the contract data. (c) Following expressions and meanings are assigned to the work done during each month:

R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

The formula (e) for adjustment of prices are: R = Value of work

**A) Adjustment for labour component**

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$VL = 0.85 \times P1/100 \times R \times (LI - Lo) / Lo$$

VL= increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

Lo= the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India

LI= The consumer price index for industrial workers for the State for the under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

PI= Percentage of labour component of the work.

- B) Adjustment of POL (fuel and lubricant) component Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P/100 \times R \times (F_1 - F_0)/F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$  = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of lac at nearest center on the day 28 days prior to the date of opening of Bids.

$F_1$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration.

$P$ , = Percentage of fuel and lubricants component of the work.

**Note :-** For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group

- C) Adjustment of Other materials Component (Excluding bitumen, steel and cement) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m /100 \times R \times (M_1 - M_0 )/M_0$$

$V_m$ = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL

$M_0$  = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

$M_1$  = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

$P_m$ = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

- D) Price adjustment for Bitumen component – Price adjustment for increase or decrease in cost of Bitumen procured by the contractor shall be paid in accordance with the following formula.

Formula for Bitumen component

$$V_1 = QB ( B_1 - B_0)$$

Where –

$V_1$  = Amount of price variation in Rupees to be allowed for Bitumen component

$QB$  = Quantity of Bitumen (VG-30) in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration

$B_1$  = Current, average ex-refinery price per metric tonne of Bitumen (VG-30) under consideration excluding taxes (GST) during the quarter under consideration.

$B_0$  = Basic rate of Bitumen in rupees per metric ton as considered for working out value of “ R”. or average ex-refinery price in rupees per metric ton excluding taxes (GST) of Bitumen for the grade of bitumen under consideration prevailing quarter preceding the month in which the last date prescribe for receipt of tender falls, whichever is higher.

- E) Price adjustment for Cement component – Price adjustment for increase or decrease in cost of Cement procured by the contractor shall be paid in accordance with the following formula.

Formula for Cement Component:

$$V2 = QC ( CI1 - CI0)$$

Where –

V2 = Amount of price escalation in Rupees to be allowed for cement component.

QC = Quantity of Cement in metric tones used in the permanent works and approved enabling works during the quarter under consideration

CI1 = Current, average rate of cement in rupees per metric tone excluding taxes (GST) as per purchased voucher indicating name of work by supplier produced by contractor

CI0 = Basic rate of Cement in rupees per metric ton as considered for working out value of “R” or average ex-factory price in rupees per metric ton excluding taxes (GST) of Cement under consideration prevailing quarter preceding the month in which the last date prescribe for receipt of tender falls, whichever is higher

- F) Price adjustment for Steel component – Price adjustment for increase or decrease in cost of Steel procured by the contractor shall be paid in accordance with the following formula.

Formula for HYSD & Mild Steel/TMT Component

$$V3 = QS ( SI1 - SI0)$$

Where –

V3 = Amount of price variation in Rupees to be allowed for HYSD & Mild Steel/TMT component

QS = Quantity of HYSD & Mild Steel/TMT in metric tonnes used in the permanent works and approved enabling works during the quarter under consideration

SI1 = Current average rate of HYSD & Mild Steel/TMT in rupees per metric tonne excluding taxes (GST) as per purchased voucher indicating name of work by supplier produced by contractor

SI0 = Basic rate of HYSD & Mild Steel/TMT in rupees per metric ton as considered for working out value of “R”. or average ex-factory price in rupees per metric ton excluding taxes (GST) of HYSD & Mild Steel/TMT under consideration prevailing quarter preceding the month in which the last date prescribe for receipt of tender falls, whichever is higher

**Component percentage as given below are as of the total cost of work put to tender.**

1. Labour Component – P1 6.00%
  2. Material Component – Pm 88.00%
  3. POL Component – P 06.009% 100.00%
- Basic Rates (excluding GST)

<b>1. Cement</b>	<b>- Rs. 4,700/-</b>	<b>Per Metric Tonne</b>
<b>2. Bitumen VG-30 Grade</b>	<b>- Rs. 29,200/-</b>	<b>Per Metric Tonne</b>
<b>3. T.M.T. FE 500 Steel</b>	<b>- Rs. /-</b>	<b>Per Metric Tonne</b>

Total amount due to price variation =

$$V = VL + VF + VM + V1 + V2 + V3$$

However, the maximum amount due to price variation will be restricted to 5% of the accepted contract value excluding the compensation payable for the materials (bitumen, steel and cement) which have been directly given difference in purchase price and star rate.

## SCHEDULE – A

Schedule showing (approximate) the material to be supplied from the Dr. Babasaheb Ambedkar Technological University stores for works to be executed and the rate at which they are to be charged for.

Particular	Rate at which the material will be charged to the piece worker	Place for delivery
N.A.	N.A.	N.A.

Note :

- 1) The person or firm submitting tender should see that the rates in the above schedule are filled up by the Registrar on the issue of the form prior to the submission of the tender.
- 2) Stores to be supplied to contractors for a work the cost should be mentioned in schedule A in addition to schedule B and the specification attached to the contract agreement forms.

(Signature of Piece Worker)

(REGISTRAR)

**ADDITIONAL CONDITIONS FOR MATERIALS**  
**(CEMENT, STEEL, BULK ASPHALT ETC.)**  
**BROUGHT BY CONTRACTOR**

1. All the materials such as cement, steel, Bulk asphalt etc. require for execution of work shall be brought by contractor at his own cost.
2. The contractor shall maintain the record of these materials (cement, steel, Bulk Asphalt) in the prescribed Performa and register as directed by Registrar. The sample of prescribed Performa is attached at the end. These register shall be signed by both contractor and representative of Registrar. These register shall be made available for inspection, verification for the University as and when require. These register shall be in the custody of University and shall be maintained by the University.

The Contractor shall submit periodically as well as on completion of work, an account of all materials used by him on the work. In addition, a separate register shall be maintained on site for recording daily item wise asphalt, cement consumption and also item wise consumption of other materials. This shall be signed daily by Contractor or his representative and representative of Registrar.

3. The material require only for this work shall be kept in the godown at site. No materials shall be shifted outside of the godown except for the work for which this agreement is entered without prior approval of the Registrar.
4. The material cement, steel, bulk asphalt etc. brought on the work site shall be accompanied with necessary Company/manufacturing firm's test certificates. Contractor shall use Bulk/packed bitumen obtained from any Government refiner only. It shall be compulsory on the part of contractor to submit schedule of arrival of buzzer in advance to the Engineer in charge.

The contractor shall have to submit original purchase voucher duly supported by original deliver challan and exit gate pass. The bitumen brought by the contractor for the work will be open to check by the Registrar or his representative at all times.

The bitumen so procured will have to be tested as per the frequency prescribed by the department. The testing charges will have to be borne by the contractor. It will be compulsory on the part of contract to establish the testing laboratory with experienced testing personnel for testing of grade of bitumen obtained at the plant from the Government refinery.

If the test result are satisfactory, then and then only the material shall be allowed to be used on the work. If the test results are not as per standards, these materials shall be immediately removed from the work site at contractor's cost. In case of cement, if so requested by the contractor in writing, material will be allowed to be used before receipt of test result but this will be entirely at the risk and cost of the contractor.

5. The contractor shall produce sufficient documentary evidence i.e. bill for the purchase, Octroi receipt etc. bill for the purchase of material brought on the work site at once if so requested by the University.
6. All these material i.e. cement, steel bulk asphalt etc. shall be protected from any damages, rains etc. by the contractor at his own cost.
7. The contractor will have to erect temporary shed of approved specifications for storing of above materials at work site at contractors cost having double lock arrangements (By Double lock it is meant that godown shall always be locked by two locks, one lock being owned and operated by contractor and other by Engineer-in-charge or his authorized representative and the door shall be operatic only after both locks are opened)
8. If required, the weighment of bulk asphalt boozers etc. brought by the contractor shall be carried out by the contractor at his own cost.
9. The Contractor shall not use cement and other material for the item to be executed outside the scope of this contract except for such ancillary small item as are connected and absolutely necessary for execution of this work as may be decide by the Registrar.
10. The University shall not be responsible for the loss in bulk asphalt, cement, steel etc. during transit to work site.

The cement brought by the contractor at the work site shall mean 50 kg equivalent to 0.03472 cubic meters per bag by weight. The rate quoted should correspond to this method of reckoning. In case for ordinary/controlled concrete, if cement is short, the shortage/shortages will be made good by the contractor at his cost.

#### **11 INDEMNITY**

The condition regarding indemnity will apply mutates mutandis in case of material brought by contractor at the site for the execution of the work being executed under this contract.

- 12 In case the materials brought by the contractor become surplus owing to the change in the design of the work, the materials should be taken back by the contractor at his own cost after prior permission of Registrar.
13. All empty bags or empty asphalt drums shall be the property of contractor and the same shall be removed immediately after completion of work.
14. The 60/70 grade bitumen use for bituminous work must be refinery produced.
15. In order to ensure proper grade of bitumen that is to be used for bituminous work, following procedure shall be adopted.



- a) The schedule of arrival of boozers and the procurement of bitumen obtained from the Government refinery shall be submitted by the contractor before preparation of the bitumen mix.
- b) The necessary instruments/machineries (with latest calibration) on plant/site for testing of materials shall be made available by the contractor.
- c) The original challan delivery memo of the bitumen obtain the Government Refinery shall be submitted to the Registrar and the same shall recorded in measurement book of that work.
- d) Registrar shall collect the sample of the bitumen received from the Government refinery prior to unloading plant, and shall verity the quality from the Government laboratory and the result obtain shall be recorded. If he is satisfied with the result than only he shall permit in writing to the contract to unload the bitumen in the presence of Registrar or his authorized representative.
- e) The work wise register shall be maintained on the plant containing Boozers Number, Challan Number, and Deliver memo number. Net weight of the bitumen, grade of the bitumen and the name of the officer who conducts the test.

**REGISTERS TO BE MAINTAINED BY CONTRACTOR IN  
CO-ORDINATION WITH UNIVERSITY STAFF**  
(Whichever is applicable)

- 1) Work order book
- 2) Visitor register
- 3) Work register of daily Quantities executed of each item.
- 4) Register of registers.
- 5) Weekly report of work as per miles stone chart.
- 6) Calibration certificated register.
- 7) Laboratory test register.
- 8) Register of machinery.
- 9) Log Books of machinery at site.

**ANNEXURE – A**  
**QUALITY CONTROL TESTS**

<b>Sr. No.</b>	<b>Material</b>	<b>Test</b>	<b>Frequency of Testing</b>	<b>Remarks</b>
1.	Sand	i. Fineness Modulus ii. Silt Content	At the beginning and if there is change in source for slit content	Every batch of sand
2.	Metal	i) Crushing value ii) Impact value iii) Abrasion value iv) Water Absorption v) Flakiness Index vi) Stripping value vii) Gradation	One test per 200 Cu. M. or part thereof.  One test per 100 Cu. M. or part thereof.	PWD Hand Book I.S.2386 Part-II
3.	Steel tubular pipes	(a) Tensile Test (b) Bend Test (c) Flattening Test	Every 8 tonne or part thereof	Every 8 tonne or part thereof
4.	Timber	Moisture content	1 Cum	Every one cum or part thereof.
5.	Flush door	End immersion Test knife test Adhesion Test	26 shutters	As per sampling and testing specified in clause 9.7.11
<b>6.</b>	<b>Tiles</b>	<b>1. Transverse strength</b> <b>2. Water absorption</b> <b>3. Abrasion test</b>	<b>5000 Nos. (no testing need be done if total number of tiles of all types of all sizes from all manufacturers used in a work is less than 5000 Nos)</b>	<b>One test for every 10,000 Nos. or part thereof for each type and size from a single manufacturer. (One test to be done even if the number of terrazo tiles of any type and size from a single manufacturers is less than 5000 Nos. provided the total number of terrazo tiles of all types and sizes from all manufacturers used in a work exceed 5000 Nos.</b>
7.	Pressed ceramic tiles (for floor & wall)	1. Dimensions and surface quality 2. Physical properties 3. Chemical properties	3000 Nos	3000 Nos. or part thereof
8.	Bricks/ Brick Tiles	Testing of Bricks / Brick Tiles for Dimensions, Compressive Strength, Water Absorption	For each 50000 Nos. Bricks	50000 Nos. or part thereof

		And Efflorescence		
9.	Water	(i) pH Value (ii) Limits of Acidity (iii) Limits of Alkalinity (iv) Percentage of solids (a) Chlorides (b) Suspended matter (c) Sulphates (d) Inorganic solids (e) Organic solids	-	Water from each source shall be got tested before the commencement of work and thereafter once in every three months till the completion of the work. Water from municipal source need be tested only once in six months. Number of Tests of each source shall be 3
	Cement	(a) Physical requirement (i) Fineness  (ii) Soundness  (iii) Setting time (Initial & Final) (iv) Compressive strength (v) Consistency of standard cement paste	Each lot	Every 50 tonnes or part thereof. Each brand of cement brought to site shall be tested as per this frequency.
	Concrete	Slump test	10 cum	15 cum or part thereof
		(b) Cube Test	(i) 5 cum in case of column (ii) 20 cum for slabs, beams and connected columns (iii) 20 cum for other R.C.C.work for all other small items and where R.C.C. done in a day is less than 5 cum test may be carried out as required by Engineer-in-charge	(i) Every 5 cum of part thereof  (ii) Every 20 cum or part thereof  (iii) -Do-

## ANNEXURE - B

### Construction Material Testing & its frequency (Reference Conditions No. 7 (vi) on page No. 99 )

Sr.No	Material	Rate	Frequency
(1)	<p style="text-align: center;"><b>CEMENT</b></p> 1. Consistency 2. Initial & Final Setting time 3. Fineness 4. Specific Gravity 5. Soundness 6. Compressive Strength		1 Test per 50 MT above Six tests shall be carried.
(2)	<p style="text-align: center;"><b>METAL</b></p> a.1.Sieve Analysis (Gradation). Concrete Work 2. Sieve Analysis Red Book Specification 3. Sieve Analysis b. Water Absorption c. Impact (Concrete WBM/BT) d. Crushing e. Abrasion  i. Flakiness & Elongation Index g. Plasticity Index for blindage used for WBM		1 Test for every day work.  1 Test per 100 m3  1 Test per 200 m3 1 Test per 200 m3 1 Test per 200 m3 1 Test per for Each Source 1 Test per for Each Source 1 Test per 200 m3 1 Test per 25 m3
(3)	<p style="text-align: center;"><b>SAND</b></p> 1. Water Absorption & Specific Gravity 2. Fineness Modulus 3. Slit Content  4. Bulkage		1 Test per for Each Source 1 Test per for Each day 1 Test for Each day work  1 Test for Each day work
(4)	<p style="text-align: center;"><b>BRICKS</b></p> 1. Water Absorption 2. Comp Strength 3. Effloresce		For each 50000 Nos. bricks above three test are to be carried out
(5)	<p style="text-align: center;"><b>FLOORING TILES</b></p> 1. Flexural Strength 2. Water Absorption 3. Abrasion		For 2000 Nos. of Tiles above three tests are to be carried out.
(6)	<p style="text-align: center;"><b>MANGLORE TILES</b></p> 1. Water tiles.  2. Breaking load		1 Test 6 Tiles per 50000 Nos  2 Test 6 Tiles per 50000 Nos
(7)	<p style="text-align: center;"><b>GLAZED TILES</b></p> 1. Water Absorption		1 Test 6 Tiles per 2000 Tiles.
(8)	Concrete Mix Design		

	<p>Concrete Mix Design for each Compressive Strength C.C. Cubes for Qty</p> <p>Quantity up to 5m3  6 – 15 m3  18 – 30 m3  31 – 50 m3  Quantity above 51 m3</p>		<p>1 Concrete Mix Design for each grade of concrete per every per hour</p> <p>1 Set (3 Nos.)  2 Set (3 Nos.)  3 Set (3 Nos.)  4 Set (3 Nos.)  4 + 1 additional set per 50m3</p>
(9)	<p>MURUM/SOIL for earth work / Fly ash</p> <ol style="list-style-type: none"> <li>1. Optimum Dry Density</li> <li>2. C.B.R.</li> <li>3. Liquid &amp; Plastic Limit/Plasticity Index</li> <li>4. Field Density 100% P.D. / 95% P.D.</li> <li>5. Field Moisture Content</li> </ol>		<p>2 Test per 3000 m3</p> <p>1 Test per 3000 m3</p> <p>1 Test per 3000 m3</p> <p>1 Test per 3000 m3</p> <p>1 Test per 3000 m3</p>
(10)	<p>WOOD</p> <ol style="list-style-type: none"> <li>1. Moisture Content</li> <li>2. Density</li> </ol>		<p>1 Test per Source</p> <p>1 Test per Source</p>
(11)	<p>WATER</p> <ol style="list-style-type: none"> <li>1. P.H. Value/For Water and Sand</li> <li>2. Chloride &amp; Sulphate Content</li> </ol>		<p>1 Test per Source</p> <p>1 Test per Source</p>
(12)	<p>BITUMINOUS MIX</p> <ol style="list-style-type: none"> <li>1. Extraction Test</li> <li>2. Gradation</li> </ol> <p>Below test shall be taken before mixing</p> <ol style="list-style-type: none"> <li>3. Gradation</li> <li>4. Aggregate impact value</li> <li>5. Flakiness Index &amp; Elongation Index</li> <li>6. Water absorption</li> <li>7. Marshall stability of Mix.</li> </ol> <p>8. Density of compacted layer</p>		<p>2 Test per day per plant.</p> <p>2 Test per day per plant.</p> <p>One set of 3 sample for each source subsequently when source changes</p> <p>One set of 3 mould for each 400 MT of mix per plan of Minimum 2 sets per day per plant.  1 Test for 250 sqm</p>
(13)	<p>BITUMEN</p> <p>For every lot (10 to 12MT) below 5 test shall be taken.</p> <ol style="list-style-type: none"> <li>1. Penetration</li> <li>2. Ductility</li> <li>3. Softening</li> </ol>		<p>2 Test per lot or 10 to 12 MT</p> <p>1 Test per lot or 10 to 12 MT</p> <p>1 Test per lot or 10 to 12</p>

	<ul style="list-style-type: none"> <li>4. Viscosity</li> <li>5. Specific Gravity</li> </ul>		<p>MT</p> <p>1 Test per lot or 10 to 12 MT</p> <p>1 Test per lot or 10 to 12 MT</p>
(14)	JOB MIX DESIGN DBM / SDBC/ BC		1 Job Mix Design per mix per work per plant for single source of supply.
(15)	<p>STEEL</p> <ul style="list-style-type: none"> <li>1. Wt. per meter</li> <li>2. Ultimate Tensile Stress</li> <li>3. Yield Stress</li> <li>4. Elongation</li> </ul>		One test for every 5.00 MT or partner of for each diameter.

**LIST OF APPARATUS REQUIRED IN THE FIELD LAB TO BE  
FUNCTIONED AND MAINTAINED BY THE CONTRACTOR**

<b>Sr.</b>	<b>Name of Apparatus</b>	<b>Nos (min) required</b>
1.	5 m, 30 m and 50 m steel tape	2 Nos.
2.	Distomat or equivalent	
3.	Weigh Balances	1 No
	a) Platform balance scale - 300 kg capacity	
	b) 5-20 Kg. capacity Electronic type – Accuracy 1 gm	
4.	Set of sieves with lid and pan as per IS:460-1962	
	a) IS sieves 450 mm internal diameter of sieve sets as per BIS of required sizes	1 Set
	b) IS sieves 200 mm internal diameter ( brass frame and steel/brass wire cloth mesh) consisting of sieve sets or required sizes	1 Set
5.	Sieves shaker capable of shaking 200 mm and 450 mm diameter sieves electronically operated with time switch	
6.	Water testing Kit	2 Set
8.	Cube moulds for concrete/Cube moulds for cement mortar	6 Nos.
9.	Silt jar for sand slit testing	2 Nos.
10.	Slump testing apparatus	2 Sets



## **QUALITY ASSURANCE AND MAINTENANCE**

To ensure the specified quality of work which will also include necessary survey, temporary works etc. the contractor shall prepare a quality assurance plan and get the same approved from the Registrar within one month from the date of work order. For this, 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 instrumentation which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify / supplement the organization chart and the list of machinery, equipment etc. as per the directions of the Registrar 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 these approved from the Registrar. The quality of the work shall be properly documented through certificate, records, checklists and log books of results etc., such records shall be compiled from the beginning of the work and be the responsibility of the contractor. The forms should be got approved from the Registrar.

The contractor shall prepare detailed completion drawing after completion of the work. He shall also prepare and submit a maintenance manual giving procedure for maintenance, with the period of a maintenance works including inspections, tools and equipment to be used, means of accessibility for all parts of the structure. He shall also include in 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.

## **SPECIAL SPECIFICATIONS FOR CONCRETE**

The contractor shall achieve the following requirements in respect of quality of work and his contract rate shall provide for the same.

**1] ADMIXTURES** : Whenever necessary the admixture should be used to achieve the required workability. The type of admixture should be got approved from Engineer-in-charge. The rate is inclusive of all admixtures etc. if found necessary.

**2] CEMENT CONTENT IN CONCRETE** : For this purpose the conditions mentioned in additional specifications on page no. 135 shall be applicable.

**3] WATER /CEMENT RATIO** : For high quality concrete of low permeability, the water/ cement ratio shall not be more than 0.45 and preferably 0.40 or less subject to the attainment of adequate workability.

**4] CURING OF CONCRETE** : Special attention shall be paid to curing of concrete in order to ensure maximum durability and to minimize cracking. Concrete shall be cured with fresh water whenever it is possible to ensure that the concrete surface can be kept wet despite wind, etc. Care shall be taken to avoid rapid lowering of concrete temperatures caused by applying cold water to hot concrete surface {thermal shock}. Sea water shall not be used for curing reinforced concrete or prestressed concrete. Where there is doubt about the ability to keep concrete surface permanently wet for the whole of the curing period heavy duty membrane curing compound shall be used.

**5] CONCRETE COVER TO REINFORCEMENT** : a] The cover concrete must be of the same quality, impermeability and strength as per rest of the concrete. Particular care must be taken to ensure this specially in piles and other structural components. b] The concrete cover must develop sufficient alkalinity, and protect the steel. The alkalinity developed shall not be less than 0.04 N and shall not be more than 0.08 N. c] The cover must be uniform throughout and its thickness shall be exclusive of plaster or other decorative finish. d] The concrete cover shall be as per the relevant clauses of IS Codes. In the case of piles the cover thickness shall be separately decided by the Engineer-in-charge.

**6] DETAILING OF MISCELLANEOUS ITEMS** : Binding Wires :- All ends of binding wires shall be carefully turned inwards so that they do not project out of concrete

to start rusting action. Stainless steel or galvanized wires are preferable. Whenever possible polyphosphate binding strings and polyphosphate bar grips shall be used, after making sure that these do not result in loss of bond of chemical reaction with concrete and this is subject to approval of Engineer in charge.

**7] BAR SPACING :** As per relevant I.S. codes & as per design provided by the Dept.

**8] HOLLOWES IN CONCRETE :** After concreting is complete the concrete surface particularly where there is congestion of reinforcement, shall be tested by light hammering or if possible by Schmidt hammer or Ultrasonic pulse velocity method. Any portion showing signs of hollowness should be grouted immediately.

## **Schedule B**

<b>Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)</b>					
<b>Abstract Sheet</b>					
<b>Sr.No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>
1	Removing doors and windows with frames and stacking the materials as directed with all leads, lifts etc. complete.	70.00	147	Nos	10290.00
	PWD eSSR 2021-22/46.15				
2	Providing and fixing solid core flush door shutter in single leaf 32 mm thick decorative type of exterior grade as per detailed drawings approved face veneers 3mm thick on both faces or as directed, all necessary beads, mouldings and lipping, wrought iron hold fasts, chromium plated fixtures and fastenings, with brass mortise lock, chromium plated handles on both sides, and finishing with French Polish etc. complete	161.70	2824	Sqm	456640.80
	PWD eSSR 2021-22/39.09				
3	Providing and applying Wood putty on Wooden frame surface to fill all cracks,holes and finished with sand paper to make smooth etc. complete (berger, etc)	70.00	190.1	Nos	13307.00
	R.A				
4	Providing and applying priming coat over new wood and wood based surfaces, including preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter, sand papering and knotting, scaffolding etc. complete.	109.20	31	Sqm	3385.20
	PWD eSSR 2021-22/35.19				
5	Providing and applying two coats of synthetic enamel paint of approved colour to new /old structural steel work and wood work in buildings, including scaffolding if necessary, cleaning and preparing the surface (excluding primer coat) etc. complete.	70.00	89	Sqm	6230.00
	PWD eSSR 2021-22/35.07				
				<b>Total</b>	<b>489853.00</b>
				<b>GST 12%</b>	<b>58782.36</b>
				<b>Total</b>	<b>548635.36</b>

## **DECLARATION OF CONTRACTOR**

**Name of Work:** Replacing Damaged Flush Door at Staff Quarter (All Staff Quarters)

I/We hereby declare that I/we have made myself/ourselves thoroughly conversant with the subsoil conditions, the local conditions regarding all materials (such as but not limited to stone, murum, sand etc.) and labour including quarry locations, excess soil disposal locations etc. of which I/we have based my/our rates for this work. The specifications, conditions, core logging result sand lead of materials on this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best materials approved by the Registrar or his duly authorized representative, before starting the work and to abide by his decision.

I/We hereby declare that I/We have done a site visit to understand local site conditions and see no issues whatsoever in executing and completing this Work.

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

I/We accept all terms & conditions laid down in the tender documents.

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

I/We have submitted the above mention Bid & validity of all Bids will be 120 days from the date of opening of financial Bid.

Authorized Signature	:	_____
Name and title of signature	:	_____
Name of Bidder	:	_____
Authorized address of communication	:	_____
Telephone No(s)	:	_____
Office	:	_____
Mobile No	:	_____
E-Mail	:	_____

**Signature of Contractor**