



**The Registrar**  
**Punyashlok Ahilyadevi Holkar**  
**Solapur University, Solapur – 413 255**  
**E-Tender Notice No.PAHSUS/Engg/2024/ 181 for Year 2023-2024**  
**TENDER DOCUMENT**

|   |   |
|---|---|
| <b>For the work of</b>                                      | <b>Landscape work at Administrative building and Examination Bhavan complex at main campus of the University</b>        |
| <b>Estimated Cost Put to Tender</b>                         | <b>:- Rs. 92,69,886.00</b>  |
| <b>Security Deposit for Contract</b>                        | <b>:- 5% of estimated cost put to tender</b>  |
| <b>Earnest Money for Tender Accepted Tender</b>             | <b>:- Rs. 92,699.00</b><br><b>:- At the rate of _____ % Above / Below or at Estimated Rate Rs. 92,69,886.00</b>         |
| <b>Cost of Blank Tender Form</b>                            | <b>:- Rs. 3000/- + 18% GST = Rs. 3540/-</b>   |
| <b>Time Limit</b>   | <b>:- <u>4(FOUR)</u> calendar Months (including monsoon)</b>  |
| <b>Date of downloading tender document:</b>                 | <b><u>06/03/2024</u> to <u>20/03/2024</u></b>   |
| <b>Dates of asking clarifications</b>                       | <b>: Between <u>11/03/2024</u> and <u>22/03/2024</u></b>  |
| <b>Date of uploading clarification</b>                      | <b>: <u>30/03/2024</u></b>  |
| <b>Date of uploading tender document with financial bid</b> | <b>:- <u>01/04/2024</u> from 11.00 a.m. to <u>06/04/2024</u> upto 17.00 p.m.</b>  |
| <b>Consulting Architects</b>                                | <b>: DESIGN GROUP (INDIA)</b><br><b>Architects, Engineers, Planners, Project Management Consultants, Int. Designers</b> |

11/12/13, R.N.A. Arcade, Lokhandwala Complex,  
Andheri West, Mumbai – 400 053.  
Tel. : 022-26316203 / 26321083 / 26302293.  
Email : designgroupindia@gmail.com

**NAME OF WORK: LANDSCAPE WORK AT ADMINISTRATIVE BUILDING and EXAMINATION BHAVAN COMPLEX AT MAIN CAMPUS OF PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR**

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**FINANCIAL BID**

|     |                                      |                  |                  |
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|-----|--------------------------------------|------------------|------------------|

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

**PUNYASHLOK AHILYADEVI HOLKAR****SOLAPUR UNIVERSITY, SOLAPUR****E-TENDER NOTICE NO. PAHSUS/Engg/2024/ 181 FOR YEAR 2023-2024**

On line percentage rate tenders in B-1 form are invited for Landscape work at Administrative building and Examination Bhavan Complex at main campus of the University by the Registrar of Punyashlok Ahilyadevi Holkar Solapur University, Solapur from the experienced and qualified contractor in Horticulture / landscape work having done single landscape work of not less than sixty Lacs in last five years who fulfil the terms and conditions of tender.

| NAME OF THE WORK  | ESTIMATED COST (Rs.) | EARNEST MONEY (Rs.) | COMPLETION PERIOD          | COST OF TENDER (Rs.) |
|---|----------------------|---------------------|----------------------------|----------------------|
| Landscape work at Administrative building and Examination Bhavan Complex at main campus of the university | Rs.92,69,886.00      | Rs. 92,699.00       | 4 Months Including Monsoon | Rs.3000.00 + 18% GST |

The blank tender forms are available on E-tendering module on Government of Maharashtra: <https://mahatenders.gov.in> from 06/03/2024 to 20/03/2024

The tenderers can download the entire tender documents from web site.

The last date of submission of E-tender documents duly filled in shall be received from 01/04/2024 to 06/04/2024 upto 17.00 pm and envelope No.1 will be opened on the 08/04/2024.

The period of asking clarification shall be 11/03/2024 to 22/03/2024 and the clarifications shall be uploaded on 30/03/2024 at 5.00 p.m.

For further details please see detailed tender notice on <https://mahatenders.gov.in> , <https://su.digitaluniversity.ac> web sites. Conditional tenders will not be accepted.

The Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur reserves the right to accept or reject the lowest or any other tender or all tenders without assigning any reason whatsoever.

**REGISTRAR  
PUNYASHLOK  
AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY**

**TENDER SCHEDULE**

| Sr. No | PUNYASHOLK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY STAGE | VENDOR STAGE   | START DATE & TIME | EXPIRY DATE & TIME |
|--------|---|--|-------------------|--------------------|
| 1.     | Main tender release                                   | -  | 06/03/2024        | 20/03/2024         |
| 2.     | -   | Main tender document downloading   | 06/03/2024        | 20/03/2024         |
| 3.     |   | Ask clarification  | 11/03/2024        | 22/03/2024         |
| 4.     | Uploading clarification                               | -  | -                 | 30/03/2024         |
| 5.     |   | Price-bid uploading alongwith complete tender document with clarification duly signed with tender cost of Rs. 3000 + GST and EMD of Rs. 92,699.00 through online payment | 01/04/2024        | 06/04/2024         |
| 6.     |   | Envelope No. 1 opening (Technical)   | 08/04/2024        |                    |
| 7.     |   | Envelope No. 2 opening (financial bid)<br>Bills of quantities  | 18/04/2024        |                    |

**NOTES :**

- 1 All eligible / interested tenderer are required to be enrolled on portal <https://mahatenders.gov.in> before downloading tender documents and participate in e-tendering.
- 2 Tenderer are requested to contact on following telephone number for any doubts / information / difficulty regarding online process. Tel. : 0217-2744771 / 72 / 73 / 74 / 76 Ext. No. 199 / 111 / 110 and Shri Rahul Swami, Mobile : 9209000369 Email : enggsec@sus.ac.in of Punyashlok Ahilyadevi Holkar Solapur University
- 3 The amount for Earnest Money Deposit and Tender cost should be deposited online only. Tenderer should submit the documents, related to tender, online.  
Copy of required documents ( submitted in Envelope No. 01 ) as per tender volume also should be submitted by 06/04/2024 upto 17.00 p.m. in the office of the University Engineer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.  
Earnest Money Exemption Certificate is not applicable / consider for the University Works.

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Successful tenderer should submit original receipt to the Finance & Account Officer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur that the amount of Earnest Money Deposit and Tender Cost is deposited by the contractor in the account of Finance & Account Officer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, Electrical Division, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

- 4 Other instructions can be seen in the tender document. All or any one of the tender may be rejected by the University Authority without assigning any reason whatsoever.
5. Tender notice of this work can also be seen on Punyashlok Ahilyadevi Holkar Solapur University website <http://su.digitaluniversity.as>
6. The tenderer can ask clarification if any required between 11/03/2024 to 22/03/2024 and the clarification shall be uploaded on 30/03/2024 upto 17.00 p.m.
7. Right to reject any or all tenders without assigning reason therefore is reserved by Registrar of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

REGISTRAR  
PUNYASHLOK AHILYADEVI  
HOLKAR SOLAPUR UNIVERSITY,  
SOLAPUR

**PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR**  
**TENDER NOTICE No.PAHSUS/Engg/2024/ 181 FOR YEAR 2024**

Name of work : **Landscape work at Administrative building and Examination Bhavan Complex at main campus of the University.**

**RECAPITULATION SHEET**

**SUMMARY OF COST OF WORKS BASED ON PWD, PARKS and GARDENS –**  
**SCHEDULE OF RATES FOR YEAR 2022-23 PUNE REGION**

| Sr. No.  | Description  | Estimated cost   |
|--|--|------------------|
| 1.   | LANDSCAPE WORKS COST   | Rs. 92,69,886.00 |
| Rs. 92,69,886.00 ( Rupees Ninety Two Lacs, Sixty Nine Thousand, Eight Hundred, Eighty Six only ) |  |                  |
| 2.   | Reimbursement of Royalty charges                             | Rs. 8,23,289.10  |
| 3.   | Reimbursement of GST : 18% as per ( iv ) ( a )               | Rs. 16,68,579.48 |
| 4  | Provision of insurance in estimate<br>1% of Rs. 92,69,886.00 | Rs. 92,698.80    |

**Note :**

1. The above estimated cost of Rs. 92,69,886.00 is exclusive of reimbursable charges stated under Sr.No. 2, 3, 4 & further as described below.
2. The amount of insurance as per SSR note section B ( i ) of section B shall be 1% of Rs. 92,69,886.00 which shall be Rs. 92,698.00 and will be reimbursement only on documentary evidence of receipt of payment and insurance policy in original.
3. The amount of royalty charges are as per the letter No. SOL / PWC / Prakalp-I Marathi / 2286 / 2021 dated 05 July 2021 shall be Rs. 8,23,289.10 and on which premium shall not admissible.
4. GST as 18% of estimated cost is taken in Recapitulation sheet as provision which will be payable only on receipt of documentary evidence of payment of GST and only such payment of GST will be reimbursed.
5. The  $\pm$  premium will not be admissible on all above reimbursable charges and  $\pm$  premium shall be admissible on estimated amount of Rs. 92,69,886.00 put to tender.

CONTRACTOR

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REGISTRAR

PUNYASHLOK AHILYADEVI  
HOLKAR SOLAPUR UNIVERSITY,  
SOLAPUR  
E-TENDER NOTICE No. PAHSUS/Engg/2024/ 181 FOR YEAR 2023-24

Online tenders (e-tender) in B-1 form for the following work are invited by the Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, phone No. 0217-2744771/72/73/74/76 on Government of Maharashtra Electronic Tender Management system <https://mahatenders.gov.in>

The details can be viewed and downloaded only directly from the Government of Maharashtra e-tendering Portal <https://mahatenders.gov.in> This detailed tender notice is available on Notice Board of the office of The Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

NOTE:

1. All eligible / interested contractors are mandated to get enrolled on e-tendering portal <https://mahatenders.gov.in>
2. To process the tenders online bidders are required to obtain digital certificate.
3. Contractors can contact 0217-2744771 / 72 / 73 / 74 / 76 Ext. 199 / 111/ 110 and Shri Rahul Swami, Mobile : 9209000369. Email : [enggsec@sus.ac.in](mailto:enggsec@sus.ac.in) for clarification of their doubts regarding the process of Electronic Tendering System.
- 5 Submission of documents pertaining to tender form fee and EMD of tender will be uploaded from 01/04/2024 to 06/04/2024

REGISTRAR  
PUNYASHLOK AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY, SOLAPUR

PUNYASHLOK AHILYADEVI  
HOLKAR SOLAPUR UNIVERSITY,  
SOLAPUR  
E-TENDER NOTICE No. PAHSUS/Engg./2024 / 181 FOR YEAR 2023-2024

**DETAILS OF WORK**

Name of work : Landscape works works at Multi-purpose indoor sports hall under Khelo India scheme at new campus of the University.

Estimated cost put to tender : Rs. 92,69,886.00

In words Rupees : ( Rupees Ninety Two Lacs, Sixty Nine Thousand, Eight Hundred, Eighty Six Only )

Earnest money deposit : Rs. 92,699.00

The Earnest Money should be deposited only through Net Banking by Linking <https://mahatenders.gov.in>  
The proof / receipt and duly attested copies shall uploaded at the time of submission.

Total security deposit 5% ( FIVE ) percent Rs. 4,63,495/- ( 50% in Pay-order at the time of agreement and balance from R. A. Bills till it accrued to total security deposit. Time stipulated for completion is 4 (Four) calendar months which will include the monsoon period.

**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 Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

Name & Signature of Contractor /  
Power of Attorney holder  
with complete address

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

**NAME OF WORK :** Landscape work at Administrative building and Examination Bhavan Complex at main campus of the University

**Tender Notice No. :** PAHSUS / Engg / 2024 / 181 for Year 2023-2024

**e-TENDER DOCUMENTS**

**Volume I : General rules and directions for the guidance of contractors( Part I )**

**Part II : Conditions of contract, special conditions of contract of landscape works**

**Part III : Tender drawings ( Landscape )**

**P a r t I V : Volume II : Schedule ‘ B ‘**

**PUNYASHLOK AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY, SOLAPUR**

**E-TENDER NOTICE NO. PAHSUS/Engg/2024/ 181 FOR YEAR 2023-2024**

On line percentage rate tenders in B-1 form are invited for Landscape work at Administrative building and Examination Bhavan Complex at main campus of the University by the Registrar of Punyashlok Ahilyadevi Holkar Solapur University, Solapur from the experienced and qualified contractor in Horticulture landscape work having done single landscape work of not less than Sixty Lacs in last five years who fulfills the terms and conditions of tender.

| NAME OF THE WORK  | ESTIMATED COST (Rs.) | EARNEST MONEY (Rs.) | COMPLETION PERIOD          | COST OF TENDER (Rs.) |
|---|----------------------|---------------------|----------------------------|----------------------|
| Landscape work at Administrative building and Examination Bhavan Complex at main campus of the University | Rs.92,69,886.00      | Rs.92,699/-         | 4 Months including monsoon | Rs. 3000/- + 18% GST |

Tender form, conditions of contract, specifications and contract drawings can be downloaded from the e-tendering portal of <https://mahatenders.gov.in> after entering the details of online payment deposited, as per the Tender schedule. Further information regarding the work can be obtained from the University Engineer, Construction Division, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

The details of EMD & Tender Fee Deposited should be submitted to the University Engineer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur on email : [enggsec@sus.ac.in](mailto:enggsec@sus.ac.in) as per the Tender Schedule, in the presence of such intending tenderers or his / their authorized representatives who may be present at that time.

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## 1 **TENDERING PROCEDURE**

### 1.1. **BLANK TENDER FORMS**

Tender forms can be downloaded from the e-tendering Portal of Government of Maharashtra i.e. <https://mahatenders.gov.in> after entering the details of payment towards tender fees as per the tender schedule.

- 1.2. 1.2.1. Tenderers should be registered having license issued by the Director, Maharashtra Fire and Emergency services and / or District / zonal fire officer, as Lic. Contractor to issue Fire NOC Form ' A ' and Form ' B ' and Digital Signatures Certificate (DSC) obtained from recognized certifying authorities.
- 1.2.2. The tenderers have to make a payment of Rs. Nil online as service charges for the use of Electronic tendering during online Bid Data Decryption and Re-encryption stage of the tender.
- 1.2.3 For any assistance on the use of Electronic tendering system, the users may call : Shri Rahul Swami, Mobile : 9209000369 or Tel. No. 0217-2744771 / 72 / 73 / 74 / 76 Ext. 199 / 111 / 110 email : [enggsec@sus.ac.in](mailto:enggsec@sus.ac.in) of Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
- 1.2.4. Tenderers should install the Mandatory Components available on the Home Page of <https://mahatenders.gov.in> under the section ' Mandatory Components ' and make the necessary Browser settings provided under section ' Internet Explore settings '.

### 1.3. **GUIDELINES TO BIDDERS ON THE OPERATIONS OF ELECTRONIC TENDERING SYSTEM OF PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.**

A. Pre-requisite to participate in the tenders processed by the University.

#### 1. **Enrolment and Empanelment of contractors on Electronic Tendering System**

The contractors interested in participating in the tenders of University processed using the Electronic Tendering system shall be required to enroll on the Electronic Tendering system to obtain User ID.

After submission of application for enrolment on the system, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Vendor shall be approved.

The contractors may obtain the necessary information on the process of enrolment and empanelment may visit the information published under the link Enroll under the section E-tendering toolkit for Bidders on the Home Page of the Electronic Tendering system.

#### 2. **Obtaining a Digital Certificate :**

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Appropriate class). This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the system.

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

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

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership firm.

The partnership firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm ( and in case the applicant is a partner, another partner in the same form is required to authorize ) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the firm for the Tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The digital signature of this Authorized User will be binding on the firm. It shall be the responsibility of Partners of the firm to inform the certifying authority of Sub certifying authority, if the Authorized User changes, and apply for fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the company or the Reporting Authority of the Applicant.

For information on the process of application for obtaining Digital Certificate, the Contractors may visit any Certifying Authority.

### **3. Recommended Hardware and Internet Connectivity**

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

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

To operate on the Electronic Tendering System of Government of Maharashtra, the Computer System of the Contractors is required be set up. The contractors are required to install utilities available under the section Mandatory Installation components on the Home Page of the System.

The Utilities are available for download freely from the above mentioned section. The contractors are requested to refer to the E-tendering Toolkit for Bidders available online on the Home Page to understand the process of setting up the System.

#### 5 **Payment for Service Provider fees :**

In addition to the Tender Document Fees payable to Punyashlok Ahilyadevi Holkar Solapur University, Solapur the contractors shall pay service providers fees of Rs. NIL through **online payments** gateway service available on electronic Tendering System. For the list of options for making online payments, the Contractors are advised to visit the link E-Payment Options under the section E-Tendering Toolkit for Bidders on the Home Page of the Electronic Tendering System.

#### B. **Steps to be followed by contractors to participate in the e-Tenders processed by the University.**

##### 1. **Preparation of online Briefcase**

All Contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents / files in digital format. The Contractors can use the **online briefcase** to store their scanned copies of frequently used documents / files to be submitted as a part of their bid response. The contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and Hash submission stage.

In case, the Contractors have multiple documents under the same type (e.g. multiple Work Completion Certificates) as mentioned above, the Contractors advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in zip or rar formats and upload the same.

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

**Note:** Uploading of documents in the briefcase does not mean that the documents are available to Punyashlok Ahilyadevi Holkar Solapur University, Solapur at the time of Tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

## 2 Online viewing of Detailed Notice Inviting Tenders:

The Contractors can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released **by Punyashlok Ahilyadevi Holkar Solapur University** on the home page of Solapur University's Web site & e-Tendering Portal on <https://mahatenders.gov.in> under the section Organization Tenders.

## 3 Download of Tender Documents:

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

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

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key Dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the university. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the contractors are required to enter the data and encrypt the data using the Digital Certificate. In the uploadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

### Notes :

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

## 5. Close for Bidding (Generation of Super Hash Values):

After the expiry of the cut-off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from Punyashlok Ahilyadevi Holkar Solapur University, Solapur generate and digitally sign the Super Hash values (Seals).

## 6 Decryption and Re-encryption of Bids (submitting the Bids online):

After the time for generation of Super Hash values by the Tender Authority from Punyashlok Ahilyadevi Holkar Solapur University, Solapur has lapsed, the Contractors have to make the online payment of **Rs. Nil** towards the fees of the Service Provider.

After making online payment towards Fees of Service Provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the Public Key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for bidding stage.

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

At this time, the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission stage.

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

#### **7 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 shortlisted Contractors will be intimated by email.

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

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the e-Tendering Portal of Government of Maharashtra i.e. <https://mahatenders.gov.in> immediately after the completion of opening process.

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

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

At the sole discretion of the Tender Authority, the time schedule of the Tender stages may be extended. Joint venture is not allowed.

### **2. EARNEST MONEY AND SECURITY DEPOSIT.**

Scanned copy of Earnest Money Deposit (E.M.D.) which should be paid online and scan copy should be submitted as per tender schedule to the University Engineer.

#### **2.1. Earnest money exemption certificate will not be accepted.**

- 2.2 The amount of earnest money will be forfeited, in case a successful contractor does not pay the amount of initial security deposit within the time specified as stipulated by the Registrar and complete the contract documents. In all other cases, earnest money will be refunded back to other contractors after deposition of Initial Security Deposit by successful contractor.

### 2.3 SECURITY DEPOSIT

The total Security Deposit to be paid shall be **5% ( Five percent ) of Rs. 92,69,886.00** of amount put to tender. The successful tenderer shall have to deposit half of the Security Deposit by cash or by Demand Draft in favour of **Finance & Account Officer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur**. Failing which his earnest money will be forfeited to the Registrar. The balance 50% security deposit will be recovered from running account bills at 5% as percentage shown in item (d) of the memorandum in printed B-1 form or as may be decided by the Registrar during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor.

The Security deposit for the due performance of the contract shall be as detailed in the tender documents elsewhere. Fifty percent of the Security deposit will have to be deposited within ten days of the acceptance of the tender and the remaining fifty percent will be recovered from the running bills at the rate as specified in the tender form on the cost of work as per SSR prevailing at the time of acceptance of tender.

Initial Security Deposit should be deposited by Demand Draft in favour of **Finance & Accounts Officer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur**.

### 2.4. PERFORMANCE SECURITY DEPOSIT: (as per Government Resolution Public Works Department No.BDG2016/Pra.Kra-2/Bldg.2/dated 12/2/2016) if the quoted offer by the tenderer is below the estimated rates.

In case the Contractor's bid is below more than 1% of estimated cost put to tender, the tenderer will have to pay additional performance security deposit at the time of submission of tender in commercial envelope i.e. Envelope No.2, in the form of Demand Draft drawn from Nationalized bank in favour of Finance & Accounts Officer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

The validity of Demand Draft shall be for six months from the submission of tender. The MICR and IFSC code of the issuing bank shall be printed on the Demand Draft.

**Non submission of the scanned copy of DD as stated above, (in case of Contractor's offer is below more than 1% of estimated cost put to tender) contractor's offer shall not be considered and shall out rightly be rejected.**

Details of amount of performance security shall be as below.

- 1] for bids, if the tender offer quoted as 1 to 10% below than the estimated cost put to tender, performance security shall be 1% of estimated cost put to tender.



- 2] for bids, if the tender offer quoted more than 10% below to estimated cost put to tender then performance security shall be 1% plus the percentage by which tender offer is more than 10% below of estimated cost put to tender.

(Eg : If the quoted percent is 14% below then the performance security shall be 1% plus 4% [=14%-10%] total 5% of estimated cost put to tender)

(Refer GR No. BLDG 2016 / case No.2 / Bldg-2 Dtd. 12.2.2016)

The original Demand Draft, in case sealed envelope with the name of work and tender number written on it, shall be submitted to the University Engineer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur within 5 working day's from last date of submission of tender.

In case of submission of false documents/Demand Draft, action shall be taken against the contractor as stipulated in the above mentioned G.R.

- 2.5. In the event of failure of the tenderer to pay initial security deposit within 10 days (unless extended in writing by the Registrar) from the date of receipt of notice of acceptance of his tender, the amount of earnest money shall be forfeited to University and the acceptance of his tender, shall be considered withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of **Envelope No.2 (financial bid)**. The tenderer shall have the option (to be intimated in writing in good time before the expiry of 120 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall remain open for acceptance for 120 days from the date fixed for opening of envelope No.2. (Financial bid) and thereafter until it is withdrawn by the tenderer by notice in writing as per condition No. 2 of the Memorandum.
- 2.6. Earnest money of the unsuccessful Tenderers will be refunded online after the work order issued to the successful tenderer or on the expiry of the validity period whichever is earlier automatically through e-Tender portal.
- 2.7 The acceptance of the tender may be intimated to the contractor telegraphically or otherwise and either by the officer competent to accept the tender or any authority in the department including Government and such intimation shall be deemed to be an intimation of acceptance of the tender given by the authority competent to accept the tender.
- 2.8 In case there is difference between amount written in figures and words, the **Lower offer** will be taken as **final**.

### 3. **Income Tax**

The Income Tax and surcharge thereon will be deducted from bill amount at the rates amended from time to time or as intimated by the competent Income Tax authority, whether measured bill, advance payment or secured advance.

### 4. **Other Taxes**

GST, Labour welfare tax ( Upkar ) and any other statutory deduction as applicable and amended by the govt. from time to time will be deducted from each running bill of work done of the contractor by the University.

### 5. **Insurance**

As per the Govt. Resolution No. FD/Insurance-1098/Case No. 28/98, dated 19-08-1998 and Director of Insurance Maharashtra, Mumbai letter dated 26-04-2005 Contractor has to submit Govt. Insurance policy for the work.

**6. Royalty Charges**

The royalty charges shall be recovered from Contractor's bill.

**7. Building and other construction workers cess**

Building and other construction workers cess @ 1% or at the rate amended from time to time as intimated by the competent authority of building and other construction workers Welfare Dept. 1996 will be deducted from bill amount whether measured bill, advance payment or secured advance.

**8. TENDERING PROCEDURE**

8.1. The tender shall be unconditional, conditional tender shall be summarily rejected.

**8.2. EXAMINATION OF DRAWING AND SITE CONDITIONS:**

The tenderers shall in his own interest carefully examine the drawings, conditions of contract and specifications etc. He shall also inspect the site and acquaint himself about the climate, physical and all weather conditions prevailing at site, the nature magnitude, special features, and practicability of the works. All existing and required means of communications and access to site, availability of housing and other facilities, the availability of labour and materials, labour camp site, stores, godown etc. He shall obtain all necessary information as to the risk, contingencies and other circumstances which may affect and influence the tender. No claims on any of the above or any other factors will be entertained by the Government. Should there be any discrepancy or doubt or obscurity to be observed by him, he shall set forth in writing such discrepancies, doubts, obscurity and submit the same to the **Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur** for elucidation as soon as possible.

**9 TENDERING PROCEDURE**

**9.1. CLARIFICATION OF TENDER**

The tenderers may ask the clarifications on tender w.e.f. 11/03/2024 to 22/3/2024 regarding the work and tender in writing and the clarifications will be given / uploaded on 30/03/2024 upto 5.00 p.m. These clarifications duly signed by tenderer should be uploaded alongwith tender documents which will be opened on 05/04/2024 with opening of Envelope No. 1 ( Technical ). These clarifications will form The part of conditions of contract

The tender submitted by tenderer shall be based on the clarification/additional facility issued (if any) by the Department and his tender shall be unconditional. Conditional tenders will be summarily rejected.

All tenderers are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected.

**10 Manner of Submission of Tender and its Accompaniments:****10.1. ENVELOPE NO. 1 : ( DOCUMENTS )**

The first envelope “**Envelope No.1**” shall contain the following documents..

- I. **Scanned copy** of forwarding letter.
- II. **Scanned copy** of EMD and Tender Cost amount shall be deposited online, (True Copy thereof duly Self attested) to be submitted as per the tender Schedule.
- III. **Scanned copy** of Certificate in Original or an attested copy thereof duly Self Attested if registered as landscape contractor with P.W.D. / CPWD of Deptt. of Parks and Gardens, State Irrigation Deptt. / Maharashtra Jeevan Pradhikaran Authority / M.I.D.C. / or with any statutory authority as landscape / horticulture contractor.
- IV. **Scanned copy** of Details of other landscape works tendered for and in hand with the value of work unfinished on the last date of submission of tender (In the proforma of **Statement No. I** . The Statement from the Heads of the Offices under whom the works are in progress should be enclosed of fire fighting contractor.
- V. **Scanned copy** of the List of owned Machinery immediately available with the tenderer for use on this work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed. (In the proforma of **Statement No. II.**)
- VI. **Scanned copy** of details of one s i n g l e work of similar type and magnitude carried out by the contractor during last three years i.e. 2020-2021, 2021-22, 2022-23 (In the proforma of **Statement No. III**)
- VII. **Scanned copy** of details of Technical personnel as B.Sc ( Horticulture ) experienced Gardeners on the rolls of the tenderers. (In the proforma of **Statement No. IV**)
- VIII. **Scanned copy** of partnership deed and Power of Attorney, in case of a Firm, tendering for work. (True copy duly Self Attested ).
- IX. **Scanned copy** of Valid Professional Tax Registration Certificate in the form of PTR and PTE under section (1) of section 5 of Maharashtra State Tax on Profession, Trade callings and Employment Act 1975, Rule 3 (2) for employees including technical personnel from the Professional Tax office of the concerned District of Maharashtra with its latest valid clearance certificate. “No dues Clearance certificate” from competent authority should be submitted.
- X. **Scanned copy** of Valid GST registration certificate from Maharashtra State Sale Tax Department.

**10.2. ENVELOPE NO. 2: TENDER:** (Financial Bid)

*Refer to Section Schedule of online tendering procedure at Sr. No. 1.3.*

**10.3. SUBMISSION OF TENDER:**

Refer to Section ‘**Guidelines to Bidders on the operations of Tendering System of Punyashlok Ahilyadevi Holkar Solapur University, Solapur**’ for details.

**10.4. OPENING OF TENDERS:**

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

**10.4.1. ENVELOPE NO.1: (Documents)**

First of all **Envelope No. 1** of the tender will be opened **online** to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Department, a note will be recorded accordingly by the tender opening authority and the said tenderer's **Envelope No.2 (Financial Bid)** will not be considered for further action, but the same will be recorded. The decision of the Tender opening authority in this regard will be final and binding on the contractor.

**10.4.2. ENVELOPE NO .2 : (FINANCIAL BID)**

This Envelope shall be open **online** if contents of Envelope No. 1 are found to be acceptable to the Department and / or fulfill the Qualifying Criteria. The tendered rates, Percentage above or below the estimated rates quoted shall sealed and intimated to contractor through e-mail.

**10.5. TIME LIMIT :**

The work is to be completed within time limit as specified in the N.I.T which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period.

**10.6. TENDER RATE :**

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

**10.7. TENDER UNITS :**

The tenderers should particularly note that 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 one, which is lower of the two.

**10.8. TENDER ACCEPTANCE:**

Acceptance of tender will rest with the **University Buildings & Works Committee, Punyashlok Ahilyadevi Holkar Solapur University, Solapur** who reserve the right to reject any or all tenders without assigning any reasons 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 failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited and the offer of the tenderer shall be considered as withdrawn by him.

**10.9. POWER OF ATTORNEY:**

If the tenderers are a firm or company, they should in their forwarding letter mentioning the names of all the partners together with the name of person who holds the power of attorney authorizing him to conduct all transactions on behalf of the body, along with the tender.

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

10.11. The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

10.12. Any dues arising out of contract will be recovered from the contractor as arrears of land revenue if not paid amicable, moreover, recovery of Government dues from the contractors will be effected from the payment due to the contractor from any other Government works under execution with them.

10.13. All pages of tender documents, specifications corrections slips etc. shall be initialed by the tenderer. The tenderer should bear full signature of the tenderer or his authorized power of attorney holder in the case of firm.

**10.14. VALIDITY PERIOD:**

The offer shall remain open for acceptance for minimum period of **120 days** from the date of opening of Envelope No.2 (financial bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority. (Refer to memorandum of B-1 form chapter).

- 11 The contractor will have to sign the original copy of the tender papers and the drawings according to which the work is to be carried out. The contractor shall also have to give a declaration to the effect that, he has fully studied the plans, specifications, local conditions and availability of labour and materials and that he has quoted his rates with the consideration to all these factors.
- 12 The right is reserved to revise or amend the contract documents prior to the due notified for the receipt of tenders or extended date. Such deviations, amendments or extensions, if any, shall be communicated in the form of corrigendum by letter or / and by notice in News Papers as may be considered suitable.
- 13 The tender submitted by the tenderer remain valid for a period of **120 days** from the date of opening of envelope No.2 (financial bid). Tenderer also see para 2 of General Rules etc. of contract form.

- 14 The contractor(s) whose tender is accepted is required to note that no foreign exchange will be released by the university.
- 15 The tenderers, which do not fulfill all or any of the conditions or are incomplete in any respect are liable to summarily rejection.
- 16 Right to reject any or all tenders without assigning reason there for is reserved. The acceptance of the tender lies with the **University Buildings & Works Committee, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.**
- 17 The e-tender Notice shall form part of the tender agreement.
- 18 **Instruction to Contractor:**

Regarding revision in the contract terms and conditions according to the Government Resolution and Directions.

  - 1 In case the tenderer whose offer is found lowest is requested to negotiate and reduce the offer, if the contractor does not respond within a period of 10 days the tender accepting authority without issuing any reminder reserves the right to reject such tender.
  - 2 In case the contractor, who is informed of acceptance of his tender, does not remit the initial Security Deposit within a period of 10 days, the tender accepting authority reserves the right to forfeit the Earnest Money Deposit without issuing any reminder to take further action according to the tender provision.
  - 3 As per Government instruction it is proposed to make payment of Contractor's bill through ECS/NEFT system. For this purpose contractor should open his Bank Account in a Bank having Core-Banking facility only.
  - 4 Contractor shall submit a certificate 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 the contractor within 60 days from the commencement of contract. If the time period of contract is less than 60 days then such certificates shall be submitted within 15 days from the date of commencement of contract [ Govt. Resolution No.Tender-2016/ Pr.Kr.20/Shikana/ Ema-2, Dated 9/12/2016]
  - 5 Govt. Resolution No. Bhakas 2019 / Pra.Kra.83 / Udyog4 dated 13 September, 2019 of Energy dated employee department of Maharashtra state.
  - 6 The price variation clause is not applicable to this tender.

**STATEMENT – 1 : LANDSCAPE WORKS**  
**STATEMENT OF LIST OF LANDSCAPE WORKS IN HAND AND WORKS TENDERED FOR**  
**AS ON LASTDATE OF SUBMISSION OF THIS TENDER**

**NAME OF CONTRACTOR:**

**(i) WORKS IN HAND : Landscape work**

| Sr. No.            | Name of work | Agreement No. | Tendered Amount | Date of commencement | Stipulated date of completion. | Value of work already done. | Value of Balance work to be executed in next ___months | Probable date of completion. | Remarks |
|--------------------|--------------|---------------|-----------------|----------------------|--------------------------------|-----------------------------|--|------------------------------|---------|
| 1                  | 2            | 3             | 4               | 5                    | 6                              | 7                           | 8  | 9                            | 10      |
| <b>SAMPLE FORM</b> |              |               |                 |                      |                                |                             |  |                              |         |

**( ii ) WORKS TENDERED FOR LANDSCAPE WORKS**

| Sr. No.            | Name of Work | Name and Address of client | Tendered Amount | Time limit | Probable date when decision is expected | Other relevant details, if any. |
|--------------------|--------------|----------------------------|-----------------|------------|---|---------------------------------|
|                    | 2            | 3                          | 4               | 5          | 6                                       | 7                               |
| <b>SAMPLE FORM</b> |              |                            |                 |            |   |                                 |

Note :

1. This is only a standard form. Details are to be furnished in this format in the form of typewritten statement which shall be scanned enclosed in envelope No. 1 duly signed.
2. The documentary proof of work in hand / works tendered for should be submitted also be scanned with this statement duly attested by Gazette Officer.

SIGNATURE OF CONTRACTOR

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

**STATEMENT – II : LANDSCAPE WORKS**  
**STATEMENT SHOWING THE DETAILS OF PLANT AND MACHINERY IMMEDIATELY**  
**AVAILABLE WITH TENDERER FOR THIS WORK**

**NAME OF CONTRACTOR:**

| Sr. No.            | Name of Equipment | No. of Units | Kind and make | Capacity | Age and Condition. | Present Location | Remarks |
|--------------------|-------------------|--------------|---------------|----------|--------------------|------------------|---------|
|                    | 2                 | 3            | 4             | 5        | 6                  | 7                | 8       |
| <b>SAMPLE FORM</b> |                   |              |               |          |                    |                  |         |

**Note:** Use separate sheet for Landscape Works.

**Note: 1.** This is only a standard form. Details are to be furnished in this format in the form of type written statements which shall be scanned enclosed in envelope No. 1 duly signed

**2.** The documentary proof of having own machinery should also be scanned and submitted with this statement duly attested by Gazette Officer.

**STATEMENT – III : LANDSCAPE WORKS**  
**STATEMENT SHOWING THE DETAILS OF SINGLE LANDSCAPE WORK OF SIMILAR TYPE**  
**AND MAGNITUDE CARRIED OUT BY THE CONTRACTOR DURING LAST FIVE YEARS**

**NAME OF CONTRACTOR:**

| Sr. No.            | Name of work | Name and address of the organization for whom the work was done | Place And country | Agreement No. and Date. | Date of Commencement | Tendered cost. | Total cost of work done. | Actual date of completion | Remarks |
|--------------------|--------------|---|-------------------|-------------------------|----------------------|----------------|--------------------------|---------------------------|---------|
| 1                  | 2            | 3   | 4                 | 5                       | 6                    | 7              | 8                        | 9                         | 10      |
| <b>SAMPLE FORM</b> |              |   |                   |                         |                      |                |                          |                           |         |

**Note:** Use Separate sheet for Landscape works.

**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 scanned enclosed in envelope No.1 duly signed. The documentary proof of similar type of work done and magnitude should also be scanned and submitted with statement.

CONTRACTOR

NO. OF CORRECTION

REGISTRAR



**STATEMENT – IV : LANDSCAPE WORKS**

**STATEMENT SHOWING THE DETAILS OF TECHNICAL PERSONNEL AS GRADUATE IN  
HORTICULTURE, LANDSCAPE, GARDENERS AVAILABLE WITH CONTRACTOR WHICH  
CAN BE SPARED EXCLUSIVELY FOR THIS WORK**

**NAME OF CONTRACTOR:**

| Sr.<br>No.         | Name of<br>person | Designation. | Qualification | Whether<br>working<br>in field or<br>in office. | Professional<br>Experience<br>of execution of<br>similar works. | Period for<br>which the<br>person is working<br>with the tenderer. | Remarks |
|--------------------|-------------------|--------------|---------------|---|---|--|---------|
| 1                  | 2                 | 3            | 4             | 5   | 6   | 7  | 8       |
| <b>SAMPLE FORM</b> |                   |              |               |   |   |  |         |

**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 scanned enclosed in envelope No.1 duly signed. The documentary proof of his Technical persons should also be scanned and submitted with statement.

**Signature of Contractor**

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

**STATEMENT – V : LANDSCAPE WORKS**

**STATEMENT SHOWING WORK DONE IN LANDSCAPE WORKS**  
**[ CONTRACTOR WORKS DURING LAST THREE YEARS ]**

**NAME OF CONTRACTOR:**

| Sr.<br>No.         | Name<br>of<br>work | Amount<br>put to tender<br>/ tendered<br>cost | Agreement<br>No. | Date of<br>Comm<br>encem<br>ent | Amount of work done during each of<br>last three years |         |         | Amount of<br>work Still<br>remaining<br>to be<br>executed | Remarks |
|--------------------|--------------------|---|------------------|---------------------------------|--|---------|---------|---|---------|
|                    |                    |   |                  |                                 | 2020-21  | 2021-22 | 2022-23 |   |         |
| 1                  | 2                  | 3   | 4                | 5                               | 6  | 7       | 8       | 9   | 10      |
| <b>SAMPLE FORM</b> |                    |   |                  |                                 |  |         |         |   |         |

**Out ward No. and date of certificate issuing authority:**

**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 scanned enclosed in envelope No.1 duly signed. The documentary proof of work done with whom contractor executed should also be scanned and submitted with this statement.

**Signature of Contractor****CONTRACTOR****NO. OF CORRECTION****REGISTRAR**

NAME OF WORK : LANDSCAPE WORK AT ADMINISTRATIVE BUILDING AND EXAMINATION BHAVAN COMPLEX AT MAIN CAMPUS OF THE PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.

### **GENERAL DESCRIPTION OF WORK**

The work of Landscape work at Administrative building and Examination Bhavan at main campus of Punyashlok Ahilyadevi Holkar Solapur University, Solapur. The works mainly consist of trees, shrubs, climbers, Lawn, irrigation system at Administrative building and Examination Bhavan Complex.

Period for completion of work 4 ( Four ) calender months including monsoon. The following items are considered in the work.

### **SCOPE OF WORK**

- 1 Removing black cotton soil and filling with fresh garden soil.
- 2 Preparing flower beds
- 3 Preparing shrubbery
- 4 Various plants – small & medium size, ornamental, flowering plan
- 5 Lawn grass
- 6 Various trees
- 7 Bushes
- 8 Drip irrigation system
- 9 Tree guard

Refer further scope of work as stated in schedule ‘ B ‘ and tender drawing, specified list of materials to be used.

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

## **DECLARATION OF THE CONTRACTOR**

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications, conditions and leads on this work have been carefully studied and understood by me / us before submitting this e- tender. I / we undertake to use only the best materials and of manufacturers listed and attached with this tender and as approved by the University Engineer and the Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur or his duly authorized assistant during execution of the work and abide by his decisions.

**SIGNATURE OF THE CONTRACTOR**

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

## AGREEMENT FORM B-1: DETAILS

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### PERCENTAGE RATE TENDER & CONTRACT FOR WORK

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

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**NAME OF WORK : Landscape work at Administrative building and Examination Bhavan Complex Punyashlok Ahilyadevi Holkar solapurUniversity, Solapur**

#### **GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACOTRS –**

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender Online e-tendering System also pasted on a board hung up in the office of University Engineer and signed by the Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

This form will state the work to be carried out as well as the date for submitting and opening tenders and time allowed for carrying out the work as per e-tendering schedule, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings, estimated rates, schedule rates and any other documents required in connection with the work shall be signed by the University Engineer for the purpose of identification and shall also be open for inspection by contractors at the office of the University Engineer, during office hours.

Where the works are proposed to be executed according to specifications recommended by a Architect / PMC / University Engineer and approved by a competent authority on behalf of the **Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur payable at Solapur** such specifications with designs and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm.
  - 2.(a) The contractor shall pay as per e-tendering schedule sum of Rs. 92,699/- (Rupees Ninety Two Thousand, Six Hundred, Ninety Nine only ) as and by way of earnest money online.
  - 2.(b) In the event of his tender accepted, subject to the provisions of Sub- clauses (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.
  - 2.(c) If after submitting the tender, the contractor withdraws his offer, or modifies the same or if after the acceptance of his tenders the contractor fails or neglect to furnish the balance of security deposit without prejudice to any other rights and powers of the university, hereunder or in law university shall be entitled to forfeit the full amount of the earnest money deposited by him.
  - 2.(d) In the event of his tender not being accepted, the amount of earnest money deposited by the contractor, shall unless it is prior thereto forfeited under the provisions of sub clause I above, refunded to him on his passing receipt therefore.

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

3. Receipt for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractors are described in their tender as firm, in which case the receipts shall be signed in the name of firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what percentage above or below the rates specified in Schedule 'B' (Memorandum showing item of work to be carried out) he is willing to undertake the work. Only one rate or such percentage on all estimated rates/scheduled rates shall be named tenders which purpose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions, of any sort will be liable to rejections. No printed form of tender shall include a tender for more than one works but if contractors who wish to tender two or more works, they shall submit separate tender for each work. Tender shall have the name and number of the work to which they refer, written outside the envelope.
5. **The Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur** shall open tenders as per the e-tender schedule and intimated results through e-mail. In the event of a tender being accepted, the contractor shall, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule. 1.  
  
In the event of tender being rejected, the University shall 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 of the tender shall have the right of rejecting all or any of the tenders without assigning any reason.
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 Government unless it is signed by Registrar.
8. The memorandum of work to be tendered for and the schedule of material to be supplied by university and there rates shall be filled in and completed by the office of the University Engineer, before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed he shall request the said office to have this done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs adopted by the Public Works Department and without reference to any local custom.
10. Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
11. Every registered contractor should produce along with his e-tender certificate of Registration as approved contractor in the appropriate class and renewal of such registration with date of expiry. (Copies to be attested by a Gazette Officer)

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

12. All corrections and additions or pasted slips should be initialed.
13. The measurement of work will be taken according to the usual methods in use 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 department will be final.
14. 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 work that remains to be executed in each case on the date of submitting the tender.
15. Every tenderer shall scan along with electronic tendering system, information regarding the income tax circle or ward of a district in which he is assessed to income tax, the reference to the number of assessment year.
16. No foreign exchange would be released by the University for the Purchase of plant and machinery required for the execution of the work contracted.
17. The contractor will have to construct shed for storing saplings, nursery plant, trees to be planted brought by him at the work site at contractor's cost. The material will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of work.
18. The contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of statement No.II
19. Every registered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him in the form of specimen given.
20. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favors under the provision of Contract Labors (Regulation and Abolition Act 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited by the university.
21. The contractor shall comply with the provision of the Apprentices Act 1961 and Rules and Order issued there under from time to time. If he fails to do so, his failure will be a breach of contract and Registrar may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

## **TENDER FOR WORKS**

1. I / we hereby tender for the execution, for the university (herein before and herein after referred to as owner / Registrar of the work specified in the underwritten memorandum within the time specified in such memorandum at \_\_\_\_\_ percent below / above the estimated rates entered in **Schedule 'B'** (memorandum showing items of work to be carried out) and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule No.1 hereof and in clause-13 of the annexed conditions of the contract and agree that when materials for the work are provided by the university, such materials and the rate to be paid for them shall be as provided in **Schedule 'A'** hereto.

## **MEMORANDUM**

|   |  |  |
|---|--|--|
| a) It several sub works are included<br>They should be detailed in a<br>separate list   | a) Name of work  | Landscape work at Administrative<br>building and Examination Bhavan<br>complex at main campus of<br>Punyashlok Ahilyadevi Holkar<br>Solapur University |
|   | b) Estimated cost  | Rs. 92,69,886.00   |
| b) The amount of earnest money to<br>be deposited   | c) Earnest money   | Rs. 92,699.00  |
|   | d) Initial security deposit  |  |
|   | i) Demand draft  | Rs. 2,31,748.00  |
|   | ii) To be deducted from<br>current bills 5%  | Rs. 2,31,748.00  |
|   | <b>TOTAL SECURITY DEPOSIT</b>  | <b>Rs. 4,63,495.00</b>   |
| d) This percentage where no security<br>deposit is taken will vary from 5% to<br>10% according to requirement of case<br>where, security deposit is taken. See<br>note 1 to clause 1 of conditions of<br>contract | e) Percentage if any to be<br>deducted from bills so as to<br>make up the total amount<br>required as security deposit by<br>the time, half the work, as<br>measured by the cost is<br>done. | 5%   |
|   | f) Time allowed for the work<br>from the date of work order to<br>commence   | 4 calendar months including monsoon  |

CONTRACTOR

NO. OF CORRECTION

REGISTRAR



- 2 I / We agree that the offer shall remain open for acceptance for a minimum period of 120 days from the date fixed for opening the "same" means envelope 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 AD or otherwise delivered at the office of such authority university receipt no. \_\_ and date \_\_ **in respect to the sum of Rs. \_\_\_\_\_ ( In words \_\_\_\_\_ only)** representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest and shall be liable to be forfeited by the university, should I / we fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign and complete the contract documents as required by the engineer and furnish the security deposit as specified in item (d) of the memorandum contained in paragraph 1 above within the time limit laid down in clause (1) of the annexed general conditions of contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me / us if so desire 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 default thereof to forfeit and pay to university the sum of money mentioned in the said conditions.

Amount to be specified in words and figures

Receipt No. ----- dtd. --- from the scheduled bank at ----- in respect of the sum of Rs. -----

\*strike out (a) if no cash security deposit is to be taken.

----- is herewith forwarded representing the earnest money (a) the full value of which is to be absolutely forfeited to University should I / We not deposit the full amount of security deposit specified in the above memorandum, in the accordance with clause I (A) of the said conditions of the contract, otherwise the said amount

# Signature of contractor before submission of tender

of Rs \_\_\_\_\_ shall be refunded.

Contractor#

Address:

Dated: \_\_\_\_\_ The \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\$ Signature of witness to contractor signature

(Witness) \$ -----

Address:

Occupation:

\*signature of the officer by whom accepted

-----  
-----  
The above tender is hereby accepted by me & on behalf  
Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

**VOLUME I**  
**PART II**

## 6. CONDITIONS OF CONTRACT

### **CLAUSE 1 : SECURITY DEPOSIT** **PWD Resolution No. CAT / 1087 / cr-94 / Bldg 2 Dt. 14.6.89**

The person / persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the Context include his heirs, executors, administrators, and assigns) shall ( A ) within 10 days ( which may be extended upto 15 days if it thinks fit to do so by University authority and the **Common Account Code** of the University ) of the receipt by him of the notification of the acceptance of his tender deposit with the **Finance & Accounts Officer, Punyashlok Ahilyadevi Holkar Solapur University, Solapur** in the form of D.D / Pay-order ( from nationalise bank only ) in favour of THE REGISTRAR, PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY and payable at SOLAPUR.( B ) ( Permit the University at the time of making any payment to him for work done under the contract to deduct such as will amount to **FIVE 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 ( A ) above, then and in such case, if the sum so deposited shall not amount to FIVE percent of 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 to FIVE percent by deducting a sufficient sum from every such payment at last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to the Registrar under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due by Registrar 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 of such deduction or sale as aforesaid, the contractor shall, within ten days thereafter make good in cash or aforesaid and sum or sums which may have been deducted from or raised by sell of his security deposit or any part thereof.

The security deposit will not be accepted in forms of insurance co. Bonds as per Govt. Orders contained in No. CCM / PWD / CAT / 4250 dtd. 27/02/1956. If the amount the security deposit to be paid in a lump sum within the period specified at ( A ) above is not paid, the tender / contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contract has agreed to maintain the work in good order is over. If such date if not over only 50% amount of security deposit shall be refunded along with the payment of the final bill. 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, then subject to provision of clause 17 & 20 and all relevant clauses / conditions hereof the amount of security deposit retained by the Registrar shall be adjusted towards the excess cost incurred by the Department on rectification work.

The amount of Earnest Money Deposit paid by the tenderer along with the tender, will be forfeited in case, after his tender is accepted and the contractor does not complete the contract document and pay the security deposit of 2.5% of the total estimated cost put to tender amount within 10 days after the acceptance of the tender, otherwise it will be adjusted against the sum of security deposit required to be paid for completion of the contract documents.

### **CLAUSE 2 : COMPENSATION FOR DELAY**

The time allowed for carrying out the work (including Monsoon Period) as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which a written order to commence the work is given to the contractor. The work shall through 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 the tender for every day that the work remains uncommonness, or unfinished after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in any cases in which the time allowed for any work exceeds one month of complete. The University Engineer / PMC / Architect shall forward his observations in this matter to the contractor shall be to adhere to the following scale of minimum requirement of progress based on time frame.

1/8 of the work in = 1 / 4 of the time  
 3/8 of the work in = 1 / 2 of the time  
 3 / 4 of the work in = 3 / 4 of the time  
 100% of the work in = in completion time

Note : The quantity of the work to be done with a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose of the officer competent to accept the contractor after taking in consideration the circumstances of each case and above by the Program of detailed process laid down by the University Engineer / PMC / Architect.

The following proportion will usually be found suitable – in 1 / 4, ½, 3/4, of the time Reasonable progress of earthwork 1/6, ½, ¾ of the total value of work to be done Reasonable progress of masonry work 1/10, 4/10, 8/10 of the total value of work to be done.

The Contractor shall submit for approval of the University Engineer, PMC and Architect tentative Bar Chart and corresponding Financial out-put chart alongwith the tender showing the program which will be followed by the Contractor for procurement of materials, employment of skilled and unskilled labour, machinery and equipment and execution of work item by item area-wise so as to complete the work as per the above scale of minimum requirement based on time frame.

The review of actual progress of work shall be taken at any time and at any stage as deemed fit.

In the event of the contractor failing to comply with these conditions, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as Registrar (whose decision in writing shall be final) may decide of the said estimated cost of the whole work forevery day that due quantum of work remains incomplete. Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender. The Registrar should be the final authority in this respect and shall issue time to time notices to the contractor under this clause and also time to time recommended action against the contractor.

### **CLAUSE 3 : ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

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 his security deposit whether paid in one sum or deducted by instalment, or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Registrar on behalf of the University, shall have power to adopt any of the following courses, as he may deem suited to the interest of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur, if the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency or if he should persistently or repeatedly refuse to carry on the work diligently or shall fall except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials or equipment for the progress of the work, or if he should fail to make prompt payments to sub-contractor or for materials or equipment or labour or persistently disregard laws, ordinance, or instructions of the University Engineer / PMC / Architect or assign this contract without written consent of University Engineer / PMC / Architect or sub let any portion of work or otherwise be guilty of a violation of any provision of the Contract or has abandoned the contract, or has failed to commence the works, or has suspended the works,

or any other Clause then the Registrar upon the recommendation of the University Engineer / PMC / Architect that the sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the contractor seven days notice in writing, terminate the employment of the contractor and take possession of the premises and of all materials, equipment, tools and appliances there on and may finish the work by adopting any of the following methods as deemed expedient or any other cause, the Registrar shall have power to adopt any of the following courses, as he deem best suited to the interest of :**PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.**

( 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 be absolutely at the disposal of **PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.**

(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 respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the University Engineer / PMC / Architect as 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.

(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 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 it has been carried out by the contractor under the terms of his contract. The certificate of the University Engineer / PMC / Architect as to all the cost of the work and other expenses 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.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the University Engineer / PMC / Architect shall have recommended in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be 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 the Registrar 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 the Registrar even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases, or produced any materials, or entered into any engagements, or made any advances on account of, or with a view of the execution of the work or the performance of the contract.

**CLAUSE 4 : ACTION WHEN THE PROGRESS OF ANY PARTICULAR PORTION OF THE WORK IS UNSATISFACTORY**

If the progress of any particular portion of the work is unsatisfactory, the University Engineer / PMC / Architect shall notwithstanding that the general progress of the work is satisfactory 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.

**CLAUSE 5 : CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3 & 4. POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT**

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, the non-exercise thereof shall not constitute a waiving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which under any clause hereof 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 work on the site thereof or belonging to the contractor, or produced 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, recommended by the University Engineer / PMC / Architect whose certificate thereof shall be final. In the alternative, the Registrar may, after giving notice in writing to the contractor or his Engineer, foreman or other authorized agent require him to remove such tools, plant, materials, or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Registrar may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the University Engineer / PMC / Architect 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.

**CLAUSE 6 : EXTENSION OF TIME**

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 University Engineer / PMC / Architect 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 University Engineer / PMC / Architect if in their opinion, there were reasonable grounds for granting an extension, recommend such extension as they think necessary and propose to the **Vice-chancellor**. The decision of the **Building and Works Committee** Punyashlok Ahilyadevi Holkar Solapur University, Solapur in this matter shall be final.

**CLAUSE 7 : FINAL CERTIFICATE**

On the completion of the work on and on completion of defect liability period the contractor shall be furnished with a certificate of completion by the University Engineer / PMC / Architect. Of such completion, only on fulfilling all the conditions stipulated in the contract and submitting all the required documents, submit the receipt of payment of royalties, receipts of payment of all statutory charges, GST payment receipts etc. In case of issue of certificate by Architect, the Architect may issue the certificate only on recommendation of the University Engineer / PMC / Architect that the work is done and executed as per the specifications and all defects notified to the contractor from time to time are rectified. That no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed the premises on which the work has been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all woodwork, doors, windows, walls, floors or other parts or any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the University Engineer / PMC / Architect or where the measurements have been taken by his subordinates until they have received approval of the University Engineer / PMC / Architect, the said measurements being binding and conclusive against the contractor. The contractor also has to submit all the documentation mentioned in this

tender and submit the receipt of payment of royalties and to pay all required payment and submit receipt of payment and all statutory charges as mentioned and rectify all the defects before final certificate and before issue of completion certificate.

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish and clearing of dirt on or before the date fixed for the completion of the work the **Owner / Registrar** 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 realised by the sale thereof.

**CLAUSE 8 :**      **PAYMENT ON INTERMEDIATE CERTIFICATE  
TO BE REGARDED AS ADVANCES**

No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill for the work, be entitled to receive payment proportionate to the part of the work then approved and passed by the University Engineer / PMC / Architect, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the University Engineer / PMC / Architect from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed, or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any other way the powers of the University Engineer / PMC / Architect as to the final settlement and adjustment of the accounts or otherwise, or in any other way or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the University Engineer / PMC / Architect certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

**CLAUSE 9 :**      **PAYMENT AT REDUCED RATES ON ACCOUNT OF  
ITEMS OF WORK NOT ACCEPTED AS COMPLETED,  
TO BE AT THE DISCRETION OF THE UNIVERSITY ENGINEER /  
PMC / ARCHITECT**

The rates for several 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 completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as completed the University Engineer / PMC / Architect may recommend payment on account of such items at such **reduced rates** as he may consider reasonable in the preparation of final or on account bills to the University Engineer / PMC / the Architect for his scrutiny and issued of certificate.

**CLAUSE 10 :**      **BILLS TO BE SUBMITTED MONTHLY.**

A bill shall be submitted by the contractor each month on or before the date fixed by the University Engineer / PMC / Architect for all work executed in the previous month, and the University Engineer / PMC / Architect shall take or cause to be taken the requisite measurement for the purpose of having the same verified; and the claim, so far as it is admissible, shall forward it to the Architect for technical checking and the University Engineer / PMC / Architect shall recommend, if possible within fifteen working days from the receipt of the bill from the University Engineer / PMC / Architect. Provided the contractor submit all required document, atleast twelve progress photographs in two sets of the work considered in that bill, progress report, and all other necessary document and also there are no ambiguities

in the bill as over measurements, duplication and the measurement claimed in the bill of the work not done / executed. The payment will be considered only as per the corrected measurements and corrected bill. If the contractor does not submit the bill within the time fixed as aforesaid, the University Engineer / PMC / Architect may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorised agent whose counter signature to the measurement list shall be sufficient warrant and the University Engineer / PMC / Architect may prepare bill from such list which shall be binding on the contractor in all respects.

**CLAUSE 11 :**      **BILLS TO BE ON PRINTED FORM**

The contractor shall submit all bills on the printed forms to be had on application at the office of the University Engineer. The bill shall be submitted in two copies of measurements and abstract of cost. 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 tender, at the rates hereinafter provided for such work.

**CLAUSE 12 :**      **STORES SUPPLIED BY THE OWNER**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the stores of Registrar 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 hereinafter mentioned being so far practicable for convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule of memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purposes of 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 the contractor under the contract, or otherwise, or from the security deposit. All materials supplied to the contractor shall remain the absolute property of Punyashlok Ahilyadevi Holkar Solapur University, Solapur and shall on no account be removed from the site of the work, and shall at all times be open to inspection by the University Engineer / PMC / Architect, so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials excepts with consent of the University Engineer / PMC / Architect 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.

**CLAUSE 12 (A) :**

The contractor under lock should keep all stores of materials such as cement, steel, fittings and all the materials etc., and key will be accessible for inspection to the University Engineer / PMC and the Architect and Registrar or their authorised representatives at all times.

**CLAUSE 13 :**      **WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS DRAWINGS, ORDERS, ETC.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relation to the work signed by the University Engineer / PMC / Architect and lodged in his office and to which the contractor shall be entitled to have access for the work during office hours. The contractors will be entitled to receive three sets of contract drawing and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of the contract drawings and working drawing if required by him, shall be supplied at the rate of Rs. 100/- per drawing.



**CLAUSE 14 : ALTERATIONS IN SPECIFICATIONS AND DESIGNS NOT TO INVALIDATE CONTRACTS**

The University Engineer / Architect / the PMC on behalf of the Registrar, shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the University Engineer / PMC / the Architect and such alteration shall not invalidate the contract, and any additional work which may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

**RATES FOR WORKS NOT ENTERED IN ESTIMATE OR SCHEDULE OF RATES OF THE CONTRACT**

And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the SSR- State Schedule of Rates of the Public Works Division prevailing at the time when the extra /additional items crop up or at the rates mutually agreed upon between the University Engineer / PMC / the Architect 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 then the contractor shall submit detailed analysis as per conditions of contract laid down under section 8 of this document of conditions of contract. The contractor shall accept the rate of such non- schedule item worked out in line with these conditions by University Engineer / PMC / Architect. The contractor shall not withhold the work. In the event of a dispute, the decision of the University Engineer / PMC / Architect will be final and binding on contractor.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of designs, drawings and specifications appended to the tender.

**EXTENSION OF TIME IN CONSEQUENCE OF ADDITIONS OR ALTERATIONS**

The time limit for the completion of the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the University Engineer / PMC / the Architect as to such proportion shall be conclusive.

**CLAUSE 15 : NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK**

( 1 ) If at any time after the execution of the contract documents, the University Engineer / PMC / Architect shall for any reason what-so-ever (other than default on the part of the contractor for which the Registrar 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 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 University Engineer / PMC / the Architect 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.

(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 30 days' prior notice in writing to the University Engineer / PMC / Architect within 30 days of the expiry of the said period of 90 days, of such intention and requiring the University Engineer / PMC / Architect to direct the contractor to submit the final measurements of the work already done so as to process the final bill for University Engineer / PMC / Architect Payment Certificate. Upon giving such notice the contractor shall be deemed to have been discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the University Engineer / PMC / the Architect with the approval of the **Chairman of The Building and Works Committee**, shall proceed to complete the final measurement of the work already done and issue the payment certificate for such payment as may be finally due to the contractor within a period of 90 days from the receipt of such bill in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

(3) Where the University Engineer / PMC / the Architect required the contractor to suspend the work for a period in excess of 60 days at any time or 100 days in the aggregate or due to delay in obtaining statutory permission from any organization, the contractor shall be entitled to apply to the Registrar within 60 days of the resumption of work after such suspension for payment of compensation to the extent of precautionary loss suffered by him in respect of working machinery rendered idle on the site or on the account of his having and 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 wages for the first 60 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. No payment on any account as compensation for loss of profit, idle machinery, labour, Administrative charges, security etc. shall be made to the contractor. The decision of the Registrar in this regard shall be final and conclusive against the contractor.

(4) **NO CLAIM TO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY  
INSUPPLY OF MATERIALS BY THE OWNER**

In the event of -

- (i) Any total stoppage of work on notice from the University Engineer / PMC / the Architect and the owner under sub-clause (1) in that behalf.
- (ii) Withdrawal by the Contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period of exceeding 90 days.
- (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 and clause 38 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25% at the rates for the items specified in the tender is more than Rs. 5000/-

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of the work or (iii) notice under clause 15(1) resulting in such curtailment, to produce to the University Engineer / PMC / the Architect 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 Registrar to take over on payment such material at the rates determined by the PMC / University Engineer, with consultation of the Architect, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Registrar shall thereafter take over the material so offered, provided, the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the University Engineer / PMC / the Architect.

**CLAUSE 15 A : NO CLAIM TO COMPENSATION ON ACCOUNT OF LOSS  
DUE TO DELAY IN SUPPLY OF MATERIALS BY THE OWNER**

The contractor shall not be entitled to claim any compensation from the Registrar for the loss suffered by him on account of delay by the Registrar in the supply of materials entered in Schedule A where such delay is caused by -

- (i) Difficulties relating to the supply or railway wagons. – Not applicable
- (ii) Force majeure.
- (iii) Act of God.
- (iv) Act of enemies of the State or any other reasonable cause beyond the control of the Registrar.

In the case of such delay in the supply of materials, the Building and Works Committee shall grant such extension of time for the completion of the work as shall appear to the University Engineer / PMC / Architect to be reasonable in accordance with the circumstances of the case. The decision of the Chairman, Building and Works Committee as to the extension of time shall be accepted as final by the contractor.

**CLAUSE 16 : TIME LIMIT FOR UNFORESEEN CLAIMS.**

Under no circumstances whatever shall the contractor be entitled to any compensation from the Registrar on any account unless the contractor shall submitted a claim in writing to the University Engineer / PMC / the Architect within one month of the cause of such claim occurring.

**CLAUSE 17 : ACTION AND COMPENSATION PAYABLE IN CASE  
OF BAD WORK.**

**PWD Resolution No CAT / 1087 / CR 94 / BLDG 2 Dt. 14 / 06 / 89**

If any time before the security deposit or any part thereof is refunded to the contractor, it shall appear to the University Engineer / PMC / the Architect or their subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract it shall be lawful for the University Engineer / PMC / Architect to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for 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 materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Architect 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, the Owner may rectify or remove, 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 on the advice of the University Engineer / PMC / the Architect consider that any such inferior work or materials as described above may be accepted or made use of if shall be within his discretion to accept the same at such reduced rates as he may fix therefore. However such inferior works or materials may be accepted on obtaining report / observation from the University Engineer / PMC / Architect.

**CLAUSE 18 : WORK'S TO BE OPEN TO INSPECTION.  
CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

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 University Engineer / PMC / the Architect and their subordinates, and the contractor shall at all other times at which reasonable notice of the intention of the University Engineer / PMC / the Architect and their subordinates to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**CLAUSE 19 : NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP.**

The contractor shall give not less than five working days clear notice in writing to the University Engineer / PMC / the Architect or their subordinates in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken of before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the PMC / the Architect or their subordinates in charge of the work, if any work shall be covered up or place beyond the reach of measurement, with such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

**CLAUSE 20 : CONTRACTOR LIABLE FOR DAMAGE DONE, AND FOR IMPERFECTIONS**

**PWD Resolutions No CAT – 1087 / CR – 94 / BLDG 2 Dt. 14 / 06 / 89**

If during the period of **TWENTY FOUR MONTHS** from the date of completion as certified by the PMC / the Architect pursuant to Clause 7 of the contract or \_\_\_\_\_ or \_\_\_\_\_ months / years after commissioning the work, whichever is earlier in the opinion of the University Engineer/PMC / the Architect the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the University Engineer / PMC / the Architect duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the University Engineer / PMC / the Architect. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefore in the said notice and / or to complete the same as aforesaid as required by the said notice, the Registrar get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the owner the amount of such cost charges and expenses sustained or incurred by the owner of which the certificate of University Engineer / PMC / the Architect 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 owner, the same may be recovered from the contractor as arrears of land revenue. The Registrar shall also be entitled to deduct the same from any amount which may then be payable by the owner to the contractor either in respect of the said work or any other whatsoever or from the amount the security deposit retained by the Registrar.

The defect liabilities period in particular for waterproofing treatment ( Building works ) shall be 10 ( ten ) years. In this connection please see also additional specifications at S.R. No. 10 ( for liabilities of water proofing treatment work meant for ten years and amount of equivalent of 10% of whole security deposit will be held up for ten years from the same. )

**CLAUSE 21 : CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDINGS, ETC.**

The contractor shall supply at his own cost all material (except such special materials, if any as may, in accordance with the contract, be supplied from the university's stores), plant, tool, appliances, implements, ladders, cordage, tackle scaffolding, shuttering profiles, all transport of labour, and temporary works requisite or proper for the proper execution of the work, whether, in original, altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with requirements of the University Engineer / PMC / the Architect as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The contractor shall also supply without extra 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 anytime and from time to time of the work of the materials, failing which the same may be provided by the Registrar under the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of sufficient portion thereof.

**AND IS LIABLE FOR DAMAGES ARISING FROM  
NON-PROVISIONS OF LIGHTS, FENCING ETC.**

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 defence of every suit, action or other legal proceeding, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person / persons, or which may with the consent of the contractor be paid for compromising any claim any such person. List of machinery in contractor's possession and which they propose to use on works should be submitted along with the tender.

**CLAUSE 21 A :**

The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the following regulations in connection therewith -

- (a) Suitable steel scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means. When ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well. Suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{2}$  to 1 ( $\frac{1}{2}$  horizontal and 1 vertical).
- (b) A scaffolding shall not be constructed, taken down or substantially altered except –
  - (i) Under the supervision of a competent and responsible person;
  - (ii) As far as possible by the competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and ladders shall –
  - (i) Be of steel.
  - (ii) Be of adequate strength having regard to the load 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) A competent person shall periodically inspect scaffolds.
- (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 the regulations herein specified.
- (i) Working platform, gangway, stairways shall –
  - (i) Be so constructed that no part thereof can sag unduly or unequally.
  - (ii) Be so constructed and maintained, having regard to the prevailing conditions as to reduce, as far as practicable risks of persons tripping or slipping, and
  - (iii) Be kept free from any unnecessary obstruction.

- (j) In the case of working platform, gangways, working places and stairways at a height exceeding 5 meters.
  - (i) Every working platform and every gangway shall be closely boarded unless otherwise adequate measures are taken to ensure safety.
  - (ii) Every working platform and gangway shall have adequate width and
  - (iii) Every working platform, gangway working place and stairway shall be suitably fenced.
- (k) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the excess of persons or the transport of shifting of material be provided with suitable fencing of railing whose minimum height shall be one meter means to prevent the fall of persons or materials.
- (l) When persons are employed on a roof where is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or material ( to be prescribed ).
- (m) Suitable precautions shall be taken to prevent person being struck by articles, which might fall from scaffolds or other working places.
- (n) Safe means of access shall be provided to all working places.
- (o) The contractor(s) will have to make payments to the labourers as per Minimum Wages Act.

#### **CLAUSE 21 B :**

The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him :-

- (a) Hoisting machines and tackle including their attachments, anchorages and supports shall :-
  - (i) Be of good mechanical construction, sound material and adequate strength and free from patent defect; and
  - (ii) Be kept in good repair and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of suitable quality and adequate strength and free from patent defect.
- (c) Hoisting machines and 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.
- (d) Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 21 (Twenty One) years shall be in control or any hoisting machine, including any scaffold which, or give signals to the operator.
- (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.

- (h) Every hoisting machine and all gear referred to in preceding regulation shall be plainly marked with the safe working load.
- (i) In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- (j) No part of any hoisting machine or of any gear referred to in regulation (g) above shall be loaded beyond the safe working load except for the purpose of testing.
- (k) Motors, gearing transmissions, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safe guards.
- (l) Hoisting appliances shall be provided with such means as will reduce to a minimum the risk of the accidental descent of the load.
- (m) Adequate precaution shall be taken to reduce to a minimum the risk of any part of a suspended load becoming accidentally displaced.
- (n) When workers employed on electrical installations which are already authorize, insulating mats, wearing apparel, such as author, sleeves and hats as may be necessary should be provided. The workers should not wear rings, watches and carry keys or other materials which are good conductors or electricity.

**CLAUSE 22 : MEASURES FOR PREVENTION OF FIRE**

The contractor shall not set fire to any standing jungle, trees, brushwood or grass 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 his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

**CLAUSE 23 : LIABILITY OF CONTRACTOR FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREAS.**

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of the Owner's property including any damages caused by the spreading of fire mentioned in Clause 22 shall be estimated by the University Engineer / PMC / Architect or such other officer as may be appointed by the Registrar and the estimates prepared by University Engineer / or such officer subject to the decision 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 University Engineer / PMC / the Architect from any sums that may be due or become due from Registrar to contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect or precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

**CLAUSE 24 : EMPLOYMENT OF FEMALE LABOUR**

The employment of female labours on works in neighbourhood of soldier's barracks should be avoided as far as possible.

The contractor shall employ the labourers registered with nearest employment exchange.

**CLAUSE 25 :            WORK ON SUNDAY**

No work shall be done on Sunday without the sanction in writing of the University Engineer.

**CLAUSE 26 :            WORK NOT TO BE SUBLET, CONTRACT MAY BE RESCINDED AND SECURITY DEPOSIT FORFEITED FOR SUBLETTING IT WITHOUT APPROVAL OR FOR BRIBING A PUBLIC OFFICER OR IF CONTRACTOR BECOMES INSOLVENT**

The contract shall not be assigned or sublet without the written approval of the University Engineer / PMC / the Architect. 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, promised, or offered by the contractor or any of his servants or agents to any public officer or person shall become in any way relating to his office or employment, or if any such offer or person shall become in any way directly or indirectly interested in the contract, the Registrar on recommendation of the University Engineer / PMC / the Architect may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Registrar, and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**CLAUSE 27 :            SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS.**

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 the Registrar without reference to the actual loss of damages sustained, and whether any damage has or has not been sustained.

**CLAUSE 28 :            CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED.**

In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the University Engineer / PMC / the Architect for their information.

**CLAUSE 29 :            WORKS TO BE UNDER DIRECTION OF THE UNIVERSITY ENGINEER / PMC / ARCHITECT**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the University Engineer / PMC / the Architect for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE 30 :    DIRECTION AND CONTROL OF VICE – CHANCELLOR**

Except where otherwise specified in the contract and subject to the powers delegated to Registrar by Vice-Chancellor of the University under the Common Account Code, rules then in force, the decision of the Vic-Chancellor for the time being shall be final, conclusive, and binding on all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein above mentioned and as to the quality of workmanship, or materials used on the work or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions or otherwise concerning the works, or the execution, or failure to execute in same, whether arising, during the progress of the work, or after the completion or abandonment thereof.



The contractor may within thirty days of receipt by him of any order passed by the Registrar as aforesaid, appeal against it, to the Vice-Chancellor concerned with the contract work or project provided that –

- a. The accepted value of the contract exceeds Rs. 10 Lacs (Rupees Ten Lacs only)
- b. Amount of claim is not less than Rs. 1 Lac ( Rupees One Lac only )

If the contractor is not satisfied with the order passed by the Vice-Chancellor as Aforesaid, the contractor may, within 30 days of receipt by him of any such order, appeal against it to the **Building and Works Committee** of Punyashlok Ahilyadevi Holkar Solapur University, Solapur, who if convinced that prima facie the contractor's claim rejected by Registrar is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and the decision of the Building and Works Committee shall put up to the Management Council of Punyashlok Ahilyadevi Holkar Solapur University for final decision. The decision shall be final and without appeal and binding to the contractor.

**CLAUSE 31 : STORES OF FOREIGN MANUFACTURE IF ANY REQUIRED – TO BE OBTAINED FROM OWNER.**

The contractor shall obtain from The Owner's store all stores and articles of foreign manufacture which may be required for the work, or any part thereof or in making up any articles required thereof or in connection therewith, unless he has obtained permission in writing from the Owner to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the Contractor by the owner will be debited to the contractor in his account at "cost" price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at stores aforesaid.

**CLAUSE 32 : LUMP SUMS IN ESTIMATES**

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

**CLAUSE 33 : ACTION WHERE NO SPECIFICATIONS**

In the case of any class of work for which there is no such specification as is mentioned in Rule 1 of form B-1, such work shall be carried out in accordance with the P.W. Deptt. Specifications and in the event of there being no P.W. Deptt. specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the University Engineer / PMC / the Architect duly approved by the competent Authority of the University.

**CLAUSE 34 : DEFINITION OF WORK**

The expression " Works " or "work" where used in these condition, shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, where temporary or permanent and whether original, altered, substituted or additional.

**CLAUSE 35 : CONTRACTOR'S PERCENTAGE WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILL**

The percentage referred to in the tender shall be deducted from / added to the gross amount of the bill before deducting the value of any stock issued.

**CLAUSE 36 :**

All quarry fees, royalties, octroi, GST, dues, and ground rent for stacking materials if any, shall be paid by the contractor and the contractor shall submit all the receipts of these payments alongwith the R. A. bills.

**CLAUSE 37 : COMPENSATION UNDER WORKMEN'S COMPENSATION ACT.**

The contractor shall be responsible for and shall pay any compensation 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 and paid by the Owner as principal under sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Registrar from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

**CLAUSE 37 A :**

The contractor shall be responsible for and shall pay the expenses or providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Registrar the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Registrar from any amount due or that may become due to the contractor.

**CLAUSE 37 B :**

The contractor shall provide all necessary personal safety equipments and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection therewith.

- (a) The workers shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure proper use of the equipment by those concerned.
- (b) When work is carried on in proximity to any place where there is a risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- (c) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during course of the work.

**CLAUSE 37 C : (Govt. Circular No. PWD.HO.CAT – 6076/3336/(400)/Bldg – 2 dated 16-8-1995).**

The contractor shall duly comply with the provisions of the “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 or neglect to do so he shall be subject to all the liabilities and penalties provided by the said Act and said Rules”.

**CLAUSE 38 : CLAIMS FOR QUANTITIES ENTERED IN THE TENDER OR ESTIMATE**

- 38 (1) Quantities shown in the tender are approximate and no revision in the tender rates shall be permitted in respect of any of the item so long as, subject of any special provision contained in the specification prescribing a different percentage permissible variation in the quantity of the items does not exceed the tender quantity by more than 25% 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. 5000/-

- 38 (2) “ The contractor shall, if ordered in writing by the University Engineer / PMC / the Architect or by the Registrar to do so, 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 SSR – State schedule of rates and in the 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 current state schedule of rates ( for the year at the time of authorize of Agency ).
- 38 (3) 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 is beyond 25 percent at the rate of the item specified in the tender is more than Rs. 5000/- .
- 38 (4) This clause is not applicable to extra item.
- 38 (5) There is no change in the rate if the excess is less than or equal to 25 per cent of the tendered quantity but the value of the excess work at the tender rates does not exceed Rs. 5000/-
- 38 (6) a. The quantity to be paid at tendered rate shall include
- (i) Tendered quantity plus
  - (ii) 25% excess of tendered quantity or the excess quantity of the value of Rs. 5000/- at the tendered rates whichever is more.
- b. The Contractor shall be entitled to revision in rates entered in then current state schedule of rates only when all the following conditions are satisfied.
- (i) The total executed quantity of an Item increases by more than 25% as compared to the tendered quantity.
  - (ii) The total value of the Section under which the particular item that meets the above requirements, also exceeds by more than 25% compared to the Tendered value of that Section.
- 38 (7) Limit for variation as stipulated in sub-clause 38 (1), 38 (2), 38 (3), 38 (4) above does not apply to the items relating to foundations to the item below ground as hydrant piping and any other other civil work. For the purpose of operation of the above clause, the following work shall be treated as work relating to foundations which the contractor is bound to carry out at the tendered item rates for any additional quantities over and above stipulated in the Bills of Quantities without any limit whatsoever :
- a. For executing all items of landscaping as excavation of removal of black cotton soil, filling fresh garden earth, any excavation for flower beds, shrubbery for any landscape item.
  - b. Excavation of pits for any landscape item
  - c. For any excavation and filling item and treatment of sub-base and sub-soiling work.

Variation in quantities in the items relating to foundations as stated at 38.7(a) to (c) above shall be without any limit.

#### **CLAUSE 39 : EMPLOYMENT OF FAMINE LABOUR ETC.**

The contractor shall employ any famine, convict or other labour of a particular kind or class ordered in writing to do so by the University Engineer / PMC / the Architect.

**CLAUSE 40 : CLAIM FOR COMPENSATION FOR DELAY  
IN STARTING THE WORK**

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.

**CLAUSE 41 : CLAIM FOR COMPENSATION FOR DELAY  
IN EXECUTION OF WORK**

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

**CLAUSE 42 : ENTERING UPON OR COMMENCING ANY PORTION OF WORK**

The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the University Engineer / PMC / Architect or of their subordinate incharge of the work. Failing such authority the contractor shall have no claim to ask for measurement of or payment for work.

**CLAUSE 43 : MINIMUM AGE OF PERSONS EMPLOYED, THE EMPLOYMENT OF  
DONKEYS AND / OR OTHER ANIMALS AND THE  
PAYMENT OF FAIR WAGES**

- 1) No contractor shall employ any person who is under the age of 18 years.
- ( ii) No contractor shall employ donkeys or other animals with breeching of string or thin ropes. The breeching must be at least three inches wide and should be of tape (Nawar).
- (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The University Engineer / PMC / the Architect or their 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 Registrar for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair and responsible wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall referred without delay to the University Engineer / PMC / the Architect who shall decide the same. The decision of the University Engineer / PMC /the Architect 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 Registrar at the sanctioned tender rates.
- (vi) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- (vii) Contractor to take precaution against accidents which takes place on account of labour using loose garments while working near machinery.
  - 1) All facilities provided in the contract labour should be provided ( Regulation & Abolition Act 1971 ). The Maharashtra Contract Labour regulation & abolition rule 1971 should be provided.

**CLAUSE 44 : METHOD OF PAYMENT**

Payment to contractors shall be made by cheque drawn on any bank, provided the amount exceeds Rs. 100/-. Amounts not exceeding Rs. 100/- will be paid in cash.

**CLAUSE 45 : ACCEPTANCE OF CONDITIONS COMPULSORY BEFORE TENDERING FOR WORK**

Any contractor who does not accept these conditions shall not be allowed to tender for works.

**CLAUSE 46 : EMPLOYMENT OF SCARCITY LABOUR**

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 University Engineer / PMC / the Architect, or be any person to whom the University Engineer / PMC / the Architect may have delegated this duty in writing, to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the University Engineer / PMC / the Architect whose decision shall be final and binding on the Contractor.

**CLAUSE 47 : Maharashtra act XIX of 1985, clause regarding turn over tax void P.W.D. Circular No. CAT -1086 / cr / 330 –Bldg-2 Dt. 10 Jun, 1987.**

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 purchaser for the same class and description, the controlled price or the price permissible under Hoarding and Profiteering prevention Ordinance, 1948 as amended from time to time.

If the price quoted exceeds the controlled price or the price permissible under Hoarding and profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform 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.

**CLAUSE 48 :**

The tender rates to be quoted by the contractor shall be exclusive of GST, but inclusive of all taxes- Sales Tax, Swacch Bharat tax and inclusive of all other taxes legally payable charges and taxes, water charges, electricity charges, all incidental expenses, labour welfare tax and all liable tax in respect of sale by transfer of property in good involved in the execution of a work contract under the provision of rule 58 of Maharashtra Value aided tax act, 2005 for the purpose of levy of tax and all charges, expenses and any tax / taxes under Work Contract Act 1985 etc. No payment on such account will be made to the contractor.

**CLAUSE 49 :**

In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the Sales Tax ( Govt. Circular CAT / 1086 / CR-330 / Bldg. 2 dt 10.6.87 including amendments ) will be recovered on such sale.

**CLAUSE 50 :**

The contractor shall employ at least 80 percent of the total number of unskilled labour to be employed by him on the said work only from locally available labourers and shall give preference enrolled under Maharashtra Govt. and Self Employment Departments Scheme.

Provided, however, that if the required number of unskilled labour from district is not available, the contractor shall in the first instance employ such number of persons as is available and thereafter may with the previous permission in writing of the University Engineer / PMC / the Architect of the said work, obtain the rest of the requirement of unskilled labour from outside the above scheme.

**CLAUSE 51 : Wages to be paid to the skilled and unskilled labour engaged by the contractor**

- ( 1 ) The contractor shall comply with the provision of the apprentices Act 1961 and the rules and orders issued there under from time to time, if he fails to do so his failure will be a breach of the contract, and the Owner, may in his discretions 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.
- ( 2 ) The contractor to take precautions against accidents which take place on account of labour using garments while working near machinery.
- ( 3 ) The contractor shall pay the labours skilled and unskilled according to the wages prescribed by the minimum wages Act of the 1948 applicable to the area in which the work is in progress.

**CLAUSE 52 :**

All accounts whatsoever which the contractor is liable to pay to the Registrar in connection with the execution of the work including the amount payable in respect of (i) materials and / or stores supplied / issued here under by the Registrar to the contractor ( ii ) hire charges in respect of heavy plant, machinery and equipment given or hire by the Registrar to the contractor for Execution by him of the work and / or which advances have been given by the Registrar to the contractor shall be deemed to be arrears of Land Revenue and the Registrar without prejudice to any other rights and remedies of the Registrar recover the same from the contractor as arrears of revenue.

**CLAUSE 53 : Government circular No. CA 1284 (120) Building-2, Mantralaya, Bombay-400 032 Dt. 14.8.85**

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

**CLAUSE 54 : Price variation clause**

The Price variation clause is not applicable to this tender.

**CLAUSE 55**

The contractor shall engaged apprentices such as brick layer carpenter, wiremen, plumber, as well as black smith recommended by the state apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai – 400 001 in the construction work ( as per Govt. of Maharashtra, Education Dept. No. TSA / 5170 / T / 56689 dtd. 07/07/1972 )

**CLAUSE 56 : CONDITIONS FOR MALARIA ERADICATION ANTI-MALARIA AND OTHER HEALTH MEASURES**

**(Government of Maharashtra P.W.D. Resolution No. CAT / 1086 / CR-243 / K / Bldg.32 Dt. 11.8.1987 )**

- A. The anti malaria and other health measures shall be as directed by the Joint Director (Malaria and Filariasis) of Health Service, Pune.
- B. Contractor shall see that mosquitogenic conditions are not created so as to keep vector population to minimum level.
- 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 & F) of Health Services, Pune.
- D. In case of default in, carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to Owner the amount spent by Owner on anti malaria measures to control the situation in addition to fine.
- E. Relations with Public Authorities  
The Contractor shall make sufficient arrangements for draining away the sewerage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers.

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

( Govt. Circular No.CAT-1086 / CR-243 / Desk Building 2 dated 1-9-1987 including amendments )

**Clause 57 : Conditions relating to Insurance of contract works**

Contractor shall take out necessary insurance policy / policies ( viz. Contractor's All Risks Insurance Policy, Erection All Risks Insurance Policy etc. As decided by the Directorate of Insurance ) so as to Provide adequate insurance cover for execution of the awarded contract work for total contract value and Complete contract period compulsory from the " Director of Insurance, Maharashtra State, Mumbai " only. Its postal address for correspondence is " 264, MHADA, First Floor, Opp, Kalanagar, Bandra ( East ), Mumbai – 400 051. ( Telephone No. 26590403 / 26590690 and FAX No. 26592461 / 26590403 ).

Similarly all workmen's appointed to complete the contract work are required to insure under workmen's Compensation insurance policy. Insurance policy / policies taken out from any other company will not be accepted.

If any contractor has effected insurance with any insurance company, the same will not be accepted And the amount of premium calculated by the Govt. Insurance fund will be recovered directly from the Amount payable to the contractor for the executed contract work and paid to the Directorate of Insurance fund, Maharashtra State, Mumbai. The Director of Insurance reserves the right to distribute The risks of insurance among the other insurers.

## 7 GENERAL CONDITIONS OF CONTRACT

### 7.1. INTERPRETATIONS AND DEFINITIONS

#### 7.1.1. SINGULAR AND PLURAL

Where the context so requires words importing the singular shall also mean the plural and viceversa.

#### 7.1.2. HEADING AND MARGINAL NOTES TO CONDITIONS

Heading and / or marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

#### 7.1.3. GENDER

Words importing the masculine gender shall also include the feminine gender.

#### 7.1.4. WORDS IMPORTING PERSONS

Words importing persons include Firms, Companies, Corporations and together bodies, incorporated or not.

### 7.2. DEFINITIONS:-

7.2.1. In the “Contract” (as herein after defined the following works and expressions shall have the meanings herein assigned except where otherwise specified.

7.2.2. **Contract:** The contract document consists of the Invitation to tender, Opening of Tender, The Agreement, the General Instructions to Contractors, General Conditions of contract, Special Conditions of Contract, Specifications, the drawings, and Bills of Quantities, including all modifications thereof incorporated in the documents before their execution. The contract document is complementary, what is called for in one shall be as binding as it called for by all.

The contract document is complementary, what is called for in one shall be as binding as if called for by all.

The Registrar :  
The University Engineer :  
The Site Engineer :  
The Architect:  
The PMC :  
The Contractor :

Are those mentioned as such in the Agreement and shall include their legal representatives, assigns or successors. They are treated throughout the Contract Document as if each were of the singular number and masculine gender.

7.2.3. The Employer / owner shall mean PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERISTY, SOLAPUR.

7.2.4. The “**Registrar**” means, The Registrar, PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERISTY, SOLAPUR.

7.2.5. The “Contractor” shall mean \_\_\_\_\_  
\_\_\_\_\_ or company

7.2.6. **THE SENATE:** - It is the Senate of the PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.

7.2.7. **THE MANAGEMENT COUNCIL:** - It is The Management Council of PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR. The decisions taken by the University Building and Works Committee shall be placed to the Management Council for ‘final’ decision and their decision shall be final and without appeal and binding to the contractor.



**7.2.8 UNIVERSITY BUILDINGS AND WORKS COMMITTEE:** - It is the University Building and Works Committee constituted as per Building and works committee ordinances framed under the Maharashtra University Act 1994, amended and latest updated from time to time and also updated by latest resolutions of Management Council and The Maharashtra Non-Agriculture Universities Common Account Code made applicable by the Govt. of Maharashtra w.e.f. 01<sup>st</sup> April, 2012 to have the procedure consistent with PWD manual. It works under direct and overall Superintendence of the Management Council, have overall control for the Execution of Works and it shall exercise general supervision over the work of engineering staff of the University. The Committee shall be competent to accord administrative approval, Technical Sanction and financial sanction. The selection of Contractor and acceptance of tender shall be as per the decision of the committee or of the Vice-Chancellor. The decision taken by the Vice-Chancellor or by the building and works committee shall be final and without appeal and binding to the contractor.

**7.2.9. THE CHANCELLOR & GOVERNOR :-** The Governor of Maharashtra, shall be the Chancellor of every University and the Chancellor, by virtue of his office, shall be the Head of the University.

**THE VICE-CHANCELLOR:-** The Vice-chancellor means The Vice-chancellor of PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR. He is the Chairman of the Building and Works Committee and of The Management Council. The decision taken by the Vice-Chancellor shall be fixed and binding and without appeal to the contractor.

**7.2.10. THE REGISTRAR:** - The Registrar means the Registrar of Punyashlok Ahilyadevi Holkar Solapur University, Solapur. He is the member and Secretary of the Building and Works Committee and administer the contract as a owner. He is also termed as owner in this claimed document.

**7.2.11. THE FINANCE AND ACCOUNTS OFFICER:** - The Finance & Account Officer means the Finance & Account Officer of Punyashlok Ahilyadevi Holkar Solapur University, Solapur. He is the member of the Building and works committee.

**7.2.12. THE UNIVERSITY ENGINEER:** - “UNIVERSITY ENGINEER” means University Engineer or his representative of Punyashlok Ahilyadevi Holkar Solapur University, Solapur. He is overall in-charge for day to day execution of the project. The University Engineer shall have under his control various engineers, site engineers, supervisors, clerks, and other supporting staff and through them, he shall maintain & obtain progress report from the contractor & monitor day to day progress of work at site as per bar- chart.

- a. He shall keep the PMC and the Architect well informed for all activities related to the projects for his guidance, advice and necessary actions as per the contract condition.
- b. He shall provide the PMC and Architect by providing necessary site datas, documents required in respect of the projects, etc.
- c. He shall provide the latest P.W.D. Government G.R., circulars etc. to the Architect.
- d. He shall also issue site instructions / clarifications necessary actions under various contract conditions as a representative of the University, if required in the interest of the project with the PMC and Architect.
- e. The term referred in this agreement at places as “ University Engineer “ shall be referred as “ University Engineer “ who shall carry on his duties for the best administration / execution of this contract.
- f. Where, PMC is not appointed and the work is executed directly under the supervision of University Engineer, the powers as given under PMC are vested with, the University Engineer and the University Engineer be read also as PMC in this agreement.

**7.2.13. THE SITE ENGINEER:** - The Site Engineer means the Site Engineer of Punyashlok Ahilyadevi Holkar Solapur University, Solapur and shall be wholly responsible for day to - day execution of the project. He shall check 100% measurements on site with all hidden measurement. He shall work under the direct control of the University Engineer and shall be responsible for him and report every day's progress to them. He shall be totally responsible for getting the work done from the contractor as per the drawings and the specifications. He shall study all the drawings well in advance before execution of the work and if any discrepancy observed must be immediately brought to the notice of the University Engineer who there inform to the University, so that the clarification from the University Engineer be obtained will in advance before starting the said work. He shall obtain program of work and completion program from the contractor. He shall monitor day- to-day progress of work at site as per bar chart. He shall provide complete necessary data as competitive market rates, leads of materials, labour contents, sundries and whatever information data's required etc. for analyzing non-schedule items, etc.

The term referred in this agreement at places as “Site Engineer” shall be referred as “site Engineer” who shall carry on his duties for the best admission / execution of this contract.

**7.2.14. THE ARCHITECT** :- The “Architects” shall mean the Architects, Design Group (India), 11/12/13, RNA Arcade, Main road, Lokhandwala Complex, Andheri West, Mumbai – 400 053 and shall include their assigns and legal representatives in the event of ceasing to be Architects, such other person / firm / company as shall be nominated by the employer for that purpose shall function as Architects.

**7.2.15. PMC : Project Management Consultant**

The project management consultant shall mean project management consultant M/S. DESIGN GROUP (India) and shall include their assigns and legal representatives and in the event of ceasing to be PMC, such other person / firm / company as shall be nominated by the employer for that purpose shall function as PMC.

**7.2.16.** The term “Sub-Contractor” as employed herein, includes those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work but does not include one who merely furnishes material not so worked. Anyone doing working on a piece rate basis shall be deemed a Sub-Contractor.

Where the Contractor in the ordinary course of his business directly carried out works for which PrimeCost or Provisional Sums are included in the Contract Bills and the University Engineer / PMC / Architect is prepared to receive tenders from the Contractors for such items, then the Contractor shall be permitted to tender for the same or any of them but without prejudice to the Owner's right to reject the lowest or any tender. If the Contractor's tender is accepted he shall not sub-let the work without the consent in writing of the University Engineer / Architect.

**7.2.17. “Nominated Sub-Contractor”** shall mean all specialist merchants, tradesmen, and other executing any works or supplying and fixing any goods, who may be nominated or selected by the University Engineer / Architect shall be deemed to be Sub-Contractors employed by the Contractors and are to be referred as nominated Sub-Contractors.

**7.2.18. “Nominated Supplier”** shall mean all specialists, merchants, suppliers and others executing any special order for supplying of materials or equipment, who may have been or be nominated or selected by the University Engineer / Architect. They shall be employed by the contractor.

**7.2.19. The “Works”** 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.

**7.2.20. “Temporary works”** shall mean all temporary works of every kind required for or in connection with the execution, of the work tendered, but which will not form part of the letter.

**7.2.21. “Urgent Works”** shall mean any measures which, in the opinion of the PMC / University Engineer / Architect become necessary during the progress of works to obviate any risk or accident or failure which become necessary for security of the work or the persons working, thereon.

**7.2.22. Written Notice :-** Written Notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivery receipt obtained or sent by registered mail to the last business address known to him who gives the notice. The work of the contractor or sub - contractor includes labour of material or both.

**7.2.23.** The law of the place Solapur of work shall govern the construction place Solapur under this contract.

**7.2.24. Virtual Completion** : - “Virtual Completion” shall mean that the “Works” are completed in every respect in conformity with the Contract Documents and to the full satisfaction of the University Engineer / PMC / Architect including complying all statutory condition, permissions, complying all contract conditions as stated in conditions of contract.

**7.2.25. Working Day** : - “Working Day” shall mean any day from Monday to Saturday (both days inclusive) excluding all Public Holidays as notified by the State Government.

**7.2.26. A “Week”** shall mean seven consecutive days without regard to the number of hours worked in any day in that week.

**7.2.27.** The “Contract Sum” shall mean the sum for which the tender is accepted.

**7.2.28. Approved Equal:** - “Approved Equal” shall mean equivalent approved by the University Engineer / PMC / Architect. Where the context so requires, words written singular only also include the plural and vice-versa.

**7.3. THE REGISTRAR, CONTRACTOR AND UNIVERSITY ENGINEER:** - The **Registrar**, the Contractor and the University Engineer are those mentioned as such in the Agreement and shall include their legal representative/s assignee/s or successor/s. They are treated throughout the contract documents as if each were the singular number and masculine gender.

#### **7.4. SCOPE AND INTENT :-**

**7.4.1. Scope :** The general character and the scope of the work is illustrated and defined by the Specifications and the Bills of Quantities herewith attached and by the signed Drawings. If the Contractor shall find any discrepancy in or divergence between the Contract Drawings and or the Contract Bills he shall immediately inform the University Engineer / PMC / Architect specifying the discrepancy or divergence and the University Engineer / PMC / Architect shall issue instruction in regard thereto.

**7.4.2. Extent:** - The Contractor shall carry out and complete the work in every respect in accordance with this Contract and with the directions of and to the reasonable satisfaction of the University Engineer / PMC / Architect. The University Engineer / PMC / Architect may in his absolute discretion and from time to time issue further drawings, details and / or written instructions, written directions and written explanations all of which are collectively referred to as the University Engineer / PMC / Architect. All such drawings and instructions shall be consistent with Contract Document, true developments thereof and reasonably inferable there from. In addition, the University Engineer / PMC / Architect may also issue time-to-time instructions / clarification / directions / explanations to the contractor consistent with the contract document with intimation to the University Engineer / PMC / Architect.

**7.4.3. Intent:** - The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Document is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Document, true developments thereof and reasonably inferable there from. Materials of work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

**7.5. Architects' Instructions:** - The Architects may from time to time issue further supplementary drawings and / or written instruction, details and directions and explanations which are collectively referred to as the Architects Instructions. The Contractor shall forthwith comply with the duly executed works comprised in such the Architects instructions provided always that verbal instruction, directions and explanations given to the Contractor, or his work's representative by the Architects shall if involving variation, be confirmed in writing.

**7.6.** If within seven days after receipt of a written notice from the University Engineer / PMC / Architect, requiring compliance with an instruction the Contractor does not comply herewith, then the **Registrar** may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all cost incurred with such employment shall be recoverable from the contractor by the **Registrar** as a debt or may be deducted by him from any monies due to become due to the Contractor under this Contract.

**7.7** The contractor shall provide the University Engineer / PMC / Architect and their representative every facility and assistance for inspecting the work and materials and for checking and measuring work, time and materials.

**7.8** The representative of the University Engineer / PMC / Architect shall have power to give notice to the contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the University Engineer / PMC / Architect or the Architects is obtained. The works will from time to time be examined by the University Engineer and the Architects, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the contractor shall take instructions only from the University Engineer / PMC / Architect.

**7.9 ARCHITECTS STATUS AND DECISION:** - The Architects shall be the **Registrar**'s representative during the construction period. The Architects shall periodically visit the site and shall have only the general supervision and direction of work and familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document. He has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work.

- 7.9.1. The Architects shall be in the first instance the interpreter of the conditions of this contract and the judge of its performance. In case of any disputes arising due to the interpretation of any technical terms and conditions of the contract executed between **Registrar** and the Contractor, Specifications and drawings, quality and finish of work acceptance of work and all matters related to this contract document. The Architects decision shall be final who shall give their decision in reasonable time.
- 7.9.2. The Architects may in his absolute desecration and from time to time issue further drawings. Details and /or written instruction, written directions and written explanations and instruction in site instruction book.
- 7.9.3. For other disputes of non-technical nature on the administrative, legal and financial aspects of the contract, the University Engineer shall advise the **Registrar** to arrive at reasonable settlement keeping in view contract condition. Decision of the **Registrar** shall be final and binding on to this contract.
- 7.9.4. The instruction book will be maintained on site which will be in the custody of the representative of the University Engineer / PMC / Architect in which the site instruction / orders will be written and issued to the contractor. The contractor has to accept the instructions. However if he has some observation on the instruction he can write letter to the University Engineer / PMC / Architect within three days.
- 7.9.5. Access for the PMC / University Engineer / the Architects to the Works : The University Engineer / PMC / Architect and their representative shall at all reasonable times have access to the Works and to the Workshops or other places of the Contractor where work is being prepared for the contract and when work is to be so prepared in workshops or other places of sub-contractor, the contractor shall by a term in the sub-contract so far as possible secure a similar right of access to those workshops or places for the University Engineer / PMC / Architect and their representatives and shall do all things reasonably to make such right effective.

#### **7.10. PMC'S STATUS AND DECISION**

- 7.10.1. The PMC shall be the Owner's extended arm and representative during the construction period. He shall provide full time supervision at site, monitor the works quality / progress, co-ordinate the work of different agencies give directions to the contractor, measure and certify the work. In case of any dispute arising due to interpretation of conditions of contract, technical matters, specifications and drawing, the PMC shall consult the Architect before giving the decision. The decision of University Engineer / PMC / Architect on quality finish of work acceptance of work shall be final binding on the contractor. The site instruction book will be maintained on site which will be in the custody of representative of PMC, in which the site instructions / orders will be written and issued to the contractor. The contractor can not refuse the site instruction and the contractor has to accept the site instruction.
- 7.10.2. For other disputes of non-technical nature on the administrative, legal and financial aspects of the contract, the PMC shall advise the Registrar to arrive at a reasonable settlement with following Contract Conditions.
- 7.10.3. The University Engineer / PMC / Architect and their representative shall have access to the works at any time. PMC shall study all other drawings well in advance before execution of work and if any discrepancy observed shall bring to the notice of Architect. PMC shall ensure that the construction is done as per the latest Architectural and structural design drawings issued time to time.
- 7.11. **ASSIGNMENT:**- The contractor shall not directly or indirectly assign the contract or any part thereof or any benefit or interest herein or thereunder (otherwise than a favour of the contractor's Bankers of any monies due or to become due under the contractor) without the prior written consent of the University Engineer .

7.12. **SUB-LETTING :-** The contractor shall not sub-let the whole or any part of the works without the prior written consent of the University Engineer / PMC / Architect and such consent of the University Engineer / PMC / Architect and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants of workmen as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.

7.13. **Sub-Contractors:-** No work of the contract shall be all putted or awarded by the contractor without the sanction of the Registrar. As soon as practicable and before awarding any sub-contract, the Contractor shall obtain approved of the Registrar in writing the names of the Sub-Contractor proposed for the principal parts of the work and for such other parts as the University Engineer / PMC / Architect may direct, and shall not employ any to whom the **Registrar** may have as reasonable objection. The Registrar however, shall have power to obtain estimate and select other agencies to carry out any of the works for which contractor is in default.

7.14. **Nominated Sub-Contractor:-** As soon as practicable and before awarding work to the nominated sub-contractor, the contractor shall notify the **Registrar** writing the names of the nominated sub- contractor proposed for such parts of the work as the **Registrar** in consultation with the University Engineer / PMC / Architect may direct for his approval.

- 7.14.1 The nominated Sub-Contractor shall carry out and complete the sub-contract work in every respect to the satisfaction of the Contractor and the University Engineer / PMC / Architect and in conformity with all the reasonable direction and requirements of the contractor.
- 7.14.2. The nominated Sub-Contractor shall observe, perform and comply with all the provisions of this or Contract on the part of the Contractor to be observed, performed and complied with so far as they relate and apply to the Sub-Contract works or to any portion of the same.
- 7.14.3. The nominated Sub-Contractor shall indemnify the Contractor against the same liabilities in respect of the Sub-Contract work as those for which the Contractor is liable to indemnify the **Registrar** under this Contract.
- 7.14.4. The nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, and shall insure himself against any such claims and produce the policy, or policies and premium and premium receipts as and when required by the Contractor or the University Engineer / PMC / Architect.
- 7.14.5. The payment in respect of any work, materials or goods comprised in the Sub Contract shall be made within fourteen days after receipt by the Contractor of the University Engineer / PMC / Architect Certificate under clause under separate contract (Condition No. ) of these conditions which states as due an amount calculated by including the total value of such work, materials or goods, and shall when due be subject to the retention by the Contractor of the sums mentioned in sub- item.
- 7.14.6. The University Engineer / PMC / Architect and their representative shall have right of access to the workshops and other places of the nominated Sub-Contractor.
- 7.14.7. The Sub-Contract work shall be completed within the period or (where they are to be completed in sections) periods therein specified, that the Contractor shall not without the written consent of the University Engineer / PMC / Architect grant any extension of time for the completion of the Sub-Contract work or any section thereof, and that the Contractor shall inform the University Engineer of any representative made by the nominated Sub-Contractor as to the cause of any delay in the progress of completion of the Sub-Contract work or of any section thereof.

- 7.14.8. If the nominated Sub-Contractor shall fail to complete the Sub-Contract work or (where the Sub-Contract works are to be completed in sections) any section thereof within the period therein specified or within any extended time granted by the Contractor with the written consent of the University Engineer / PMC / Architect certifies in writing to the Contractor that the same ought reasonably so to have been completed the nominated Sub-Contractor shall pay or allow to the contractor either a sub calculated at the rate therein agreed as Liquidated and Ascertained Damages for the period during which the said work or any section thereof, as the case may be, shall so remain or have remained incomplete or (where no such rate is therein agreed) a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated Sub-Contractor as aforesaid.
- 7.14.9. The Contractor shall retain from the sum directed by the University Engineer / PMC / Architect having been included in the calculation of the amount stated as due in any payment certificate in respect of the total value of work, materials or goods executed or supplied by the nominated Sub- Contractor the percentage of such value retained up to a total amount not exceeding a sum which bears the same ratio to the Sub-Contract price as the unreduced sum named in the appendix to these conditions as limited or Retention Fund bears to the Contract sum; and that the Contractor's interest in any sums so retained (by whomsoever held) shall be fiduciary as trustee for the nominated Sub-Contractor (but without obligation to invest); and that the nominated Sub-Contractor's beneficial interest in such sums shall be subject only to the right of the Contractor, and that if and when such sums or any part thereof are released to the nominated Sub-Contractor they shall be paid in full if paid within 14 days of the date fixed for their release in the Sub-Contract.
- 7.14.10. Before issuing any Payment Certificate, the University Engineer / PMC / Architect may request the Contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due on previous certificates in respect of the total value of work materials or goods executed or supplied by any nominated Sub-Contractor have been duly discharged and if the Contractor fails to comply with any such request the University Engineer / PMC / Architect shall issue a certificate to that effect and thereupon the **Registrar** may himself pay such amounts to any nominated Sub-Contractor concerned and deduct the same from any sums due or to become due to the Contractor.
- 7.14.11. The Contractor shall not grant to any nominated Sub-Contractor any extension of the period within which the Sub-Contract work or (where the Sub-Contract works are to be completed in sections) any section thereof is to be completed without the written consent of the University Engineer / PMC / Architect of any representation made by the nominated Sub-Contractor as to the cause of any delay in the progress or completion of the Sub-Contract work or any section thereof and that the consent of the University Engineer / PMC / Architect shall not be unreasonably withheld.
- 7.14.12. If any nominated Sub-Contractor fails to complete the Sub-Contract work or (where the Sub-Contract works are to be completed in sections) any section thereof within the period specified in the Sub-Contract or within the extended time granted by the Contractor with the written consent of the University Engineer / PMC / Architect then if the same ought reasonably so to have been completed the University Engineer / PMC / Architect shall certify in writing accordingly. Any such certificates shall be issued to the Contractor and immediately upon issue the University Engineer shall send a duplicate copy thereof to the nominated Sub-Contractor.
- 7.14.13. If the University Engineer / PMC / Architect desires to secure final payment to any nominated Sub-Contractor before final payments is due to the Contractor, and if such Sub-Contractor has satisfactorily indemnified the Contractor against any latent defects then the University Engineer may in an interim Certificate include an amount to cover the said final payment and thereupon the Contractor shall pay such nominated Sub-Contractor the amount so certified. Upon such final payment the amount of retention fund shall be reduced by the sum which bears the same ratio to the said amount as does such Sub-Contractor's Sub-Contract price to the Contract Sum, and save for latent defects the Contractor shall be discharged from all liability for the work materials or goods executed or supplied by such Sub-Contractor under the Sub-Contract to which the payment relates.
- 7.14.14. Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the **Registrar** in any way liable to any nominated Sub-Contractor.

- 7.14.15. Where the Contractor in the ordinary course of his business directly carried out works for which Prime Cost or Provisional Sums are included in the Contract Bills and the University Engineer / PMC / Architect is prepared to receive tenders from the Contractors for such items, then the Contractor shall be permitted to tender for the same or any of them but without prejudice to the **Registrar's** right to reject the lowest or any tender. If the Contractor's tender is accepted he shall not sub-let the work without the consent in writing of the University Engineer / PMC / Architect.
- 7.14.16. The Contractor shall allow for general attendance upon Sub-Contractors including free use of plant scaffolding and is to allow them the use of sanitary convenience, storage facilities for storing materials, other amenities and affording them all reasonable facilities for carrying out their Contracts.
- 7.14.17. The liability for workmanship, guarantee, defects liability and completion of work in time shall rest with the contractor who shall be held fully responsible in respect of the work carried out through the Sub- Contractors as well as the Nominated Sub-Contractors.
- 7.15. **PRIME COST**
- 7.15.1. The following provisions of these conditions shall apply where Prime Cost sums are included in the Contract Bills or arises as a result of the University Engineer / PMC / Architect instructions given in regard to the expenditure of provisional sums in respect of any materials or goods to be fixed by the Contractor.
- 7.15.2. Such sums shall be understood to mean the net cost to be defrayed as a Prime Cost after deducting any trade or other discount and shall include sales-tax (where applicable) and other taxes and duties and the cost of packing carriage and delivery. Provided that where in the opinion of the University Engineer / PMC / the Contractor has incurred expense for special packing or special carriage such special expense shall be allowed as per of the sums actually paid by the contractor.
- 7.15.3. Such sums shall be expended in favour of such persons as the University Engineer / PMC / Architect shall instruct, and all specialist, merchants, tradesman or others who are nominated by the University Engineer / PMC / Architect to supply materials or goods are hereby declared to be the suppliers to the Contractor and are referred to in these conditions as "Nominated Suppliers" provided that the University Engineer / PMC / Architect shall not (save where the University Engineer / PMC / Architect and Contractor shall otherwise agree) nominate as a supplier a person who will not enter into a Contract of sale which provides (inter alia).
- (a) That the materials or goods to be supplied shall be to the reasonable satisfaction of the University Engineer / PMC / Architect.
  - (b) That the nominated supplier shall make good by replacement or otherwise any defects in the materials or goods supplied which appear within such period as is therein mentioned and shall bear any expenses reasonably incurred by the Contractor as a direct consequence of such defects, provided that where the materials or goods have been used or fixed such defects are not such that examination by the Contractor ought to have revealed them before using or fixing.
  - (c) The delivery of the materials of goods supplied shall be commenced and completed at such times as the Contractor may reasonably direct.
  - (d) All payments by the Contractor for materials or goods supplied by a Nominated Supplier shall be in full, and shall be paid within 30 days of end of the month during which delivery is made.
- 7.16. **TIME OF COMPLETION:** - All time limits stated in the contract document shall be of the essence of the contract. The contractor obligates himself to complete the works including completion of different stages of work as stipulated in all respects within the time schedule stipulated in the Agreement subject to any adjustment granted by the University Engineer / PMC / Architects in writing under the conditions of contract. He shall submit to the University Engineer / PMC / Architects periodic progress reports on the first and fifteenth of each and every month.

## 7.17. **CONTRACTOR'S RESPONSIBILITY REGARDING DAMAGE TO PROPERTY AND INJURY TO PERSONS**

7.17.1. The **Registrar** shall not be liable or responsible for any accident, loss, death, injury or damage of any kind whatsoever happening in the course of the performance of the works herein referred to and in connection therewith to persons and / or property, materials and equipment and the Contractor shall fully indemnify and protect the **Registrar** from and against the same. In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the **Registrar** harmless and indemnify him from every expense, liability or payment by reason of any injury (including death) to person or damage to property, neighbor's property suffered by any act or omission of the Contractor or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the control of the Contractor of any part of the premises which is in the control of the Contractor or any of his Sub-Contractors, or any one directly or indirectly employed by either of them, or arising in any way from the works under this contract.

Further, the contractor hereby agrees and undertakes to indemnify the **Registrar** from any loss or damage or death arising out of the University Engineer / PMC / Architects instruction, without limiting this obligations and responsibilities under this condition, the Contractor shall ensure and obtain at his cost insurance / insurances against all the foregoing risks or eventualities. The insurance or insurances shall be obtained in favor of the Registrar, PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY AS 'INSURED' and policy / policies shall be deposited with the Registrar.

- 7.17.1. The Contractor shall submit original certificates of Insurance so obtained by him in proof of compliance with the above condition, to the Registrar with C.C. to the University Engineer / PMC / Architects and the Contractor shall not proceed with the work until he has received in writing from the University Engineer / PMC / Architect approval of the Certificates of insurance required by the proceeding paragraph. The contractor will not get any payment before submission of prescribed insurance policy in original.
- 7.17.2. The Contractor shall ensure that his Sub-Contractors shall obtain insurances in the same manner and to the same extent, as he is liable to do under this condition and shall produce to the University Engineer / PMC / Architect Certificates Insurance, so obtained by his Sub-Contractors. The Contractor shall indemnify and keep indemnified the **Registrar** for any claims or demands that may be made against the **Registrar** for loss or damage arising from the performance of contracts by the Sub-Contractors.
- These insurances Certificates shall be fully executed and shall state that the policies cannot be cancelled until ten (10) days after written notification of such intent of cancellation has been given to the **Registrar**. All policies shall be with insurance companies acceptable to the **Registrar**.
- 7.17.3. The contractor shall owe absolute and unqualified liability for anything done or omitted to be done by him and impairing the validity or value of the insurance policy obtained by him. He shall also indemnify the **Registrar** in respect of any costs, charges or expenses arising out of any claims arising therefrom. The **Registrar** shall be at liberty to and is hereby empowered to deduct cost, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due to or become due to the Contractor.
- 7.17.4. The Contractor shall continuously maintain adequate protection of all his work, materials, and equipment from damage, destruction or loss and shall protect the works from weather conditions which, in the University Engineer / PMC / Architects, Punyashlok Ahilyadevi Holkar Solapur University, Solapur opinion will be detrimental to the works. In default, the Contractor shall make good at his cost, any such damage, destruction, loss or injury.
- 7.17.5. When so ordered by the University Engineer / PMC / Architects, the Contractor shall suspend any work that may be subjected to damage by climatic conditions.

## 7.18. **LABOUR REGULATIONS**

- 7.18.1. The Contractor shall be wholly and solely responsible for full compliance with the provision under all labour laws and / or regulations such as payments of Wages Act, 1936; Minimum Wages Act, 1948; Employees Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Dispute Act, 1947 and the Maternity Benefit Act, 1961 and any modifications thereof or any law relating thereto and rules made thereunder from time to time and all laws and regulation now in existence and to be imposed later.



- 7.18.2. The Contractor shall his own expense comply with or cause to be complied with Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements for workers hutments area. In case the Contractor fails to make arrangements as aforesaid, the **Registrar** shall be entitled to do so and recover the cost thereof from the Contractor.
- 7.18.3. If female labour is employed, the Contractor shall make necessary provision at his own expense, for safeguarding and care of small children and keeping them clear of the site of operations.No labour shall reside within the site except authorized guards.
- 7.18.4. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the **Registrar** shall be entitles to do so and recover the cost there of from the Contractor.

(कंत्राटदाराने शासकिय विमा निधीपाशी कंत्राट कामाचा विमा उतरावा म्हणून करारनाम्यात समाविष्ट करावयाच्या अटी)

कंत्राटदारावर सोपविलेल्या कंत्राट कामांचा विमा कंत्राटदारानी विमा संचालनालय, महाराष्ट्र राज्य, गृह निर्माण भवन, २६४, पहिला मजला, कलानगर, समोर, वांद्रे (पूर्व), मुंबई - ४०००५१ (दूरध्वनी क्र.२६५९०४०३/२६५९०६९० व फॅक्स क्र.२६५९२४६१/२६५९०४०३) या कार्यालयापाशी कंत्राटाच्या संपूर्ण रकमेस व कंत्राटाच्या पूर्ण कालावधिसाठी विमा संचालनालयाने निश्चित केलेल्या (उदा. कंत्राटदाराच्या संपूर्ण जोखीम विमा पत्र इ.) विमा पत्राखाली उतरविणे सक्तीचे आहे. तसेच कंत्राटी काम पूर्ण करण्यासाठी नियुक्त करण्यात येत असलेल्या सर्व कामगारांचा विमा कामगार नुकसान भरपाई विमा पत्राखाली उतरविणे अनिवार्य आहे. विमा संचालनालयाच्या व्यतिरिक्त अन्य विमा कंपन्याकडून घेतलेली विमा पत्रे स्विकारली जाणार नाहीत. जर कोणत्याही कंत्राटदाराने उपरोक्त पध्दतीने विमा पत्र न घेता परस्पर विमा कंपनीकडून विमापत्र घेतल्यास शासकिय विमा निधीने कळविलेली विमा हप्त्याची रक्कम कंत्राटदारास कंत्राटकामापोटी देय असलेल्या रकमेतून

- 7.19. **Co-Ordination by the Contractor:-** Co-ordination of work and at the commencement of work, and from time to time, the Contractor shall confirm with other contractors Sub-Contractors, persons engaged on separate contracts in connection with the work, and with the University Engineer / PMC / Architect for the purpose of the co-ordination and execution of the various phases of work. The Contractor shall ascertain from the other contractors, Sub-Contractors and persons engaged on separate contracts, in connection with the works, the extent of all chasing, cutting and forming of all opening, holes, grooves etc. as may be required to accommodate the various services fire fighting works. The Contractor shall ascertain the routes of all fire fighting services and the positions of all floors and wall outlets, traps etc. in connection with the installation of pipes of plant, services and arrange for the construction of work accordingly. The breaking, chasing, making holes, opening, groove as required for fire fighting work and repairing the same properly as directed by the Architect / PMC / University Engineer shall be done by the fire fighting contractor without any cost.
- 7.20. **Co-Ordination of Drawings:-** Before commencement of every section of work, the contractor shall correlate all relevant structural, architectural and services drawings, fire fighting works satisfy himself that the information available there from is complete and unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been overlooked by him and has been brought to the notice of the University Engineer / PMC / Architect or their representatives.
- 7.21. **Entering upon or commencing any portion of work:-** The contractor shall enter upon or commence any portion of work with prior concurrence in writing of the University Engineer / PMC / Architect of his subordinate-in-charge of work. Failing such and authority, the contractor shall have no claim to ask for measurements of or payment for work done.
- 7.22. **Co-ordination with other agencies work:-** It should be carefully noted that numerous agencies will be working in this project simultaneously and the contractor shall have to work at every stage in close co-ordination with each of these agencies. He shall have to programme his work accordingly in consultation with other agencies and par sequential requirements as may be decided upon by the University Engineer / PMC / Architect. Simultaneous execution of other components of the work by other agencies may necessitate execution of the work in a particular sequence and this will not be accepted as a ground for delay or excuse of any nature whatsoever and nothing extra will be paid for compliance in accordance with the requirements of this clause.

7.23. **DEDUCTION FOR RECORRECTED WORK;**- If the University Engineer / PMC / Architect deems it inexpedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made therefore and the University Engineer / PMC / decision in this respect shall be final.

7.24. **CORRECTION OF WORK:** - The University Engineer / PMC / Architect shall conduct a final inspection just before the virtual completion of the work and prepare a list of materials, equipment and items of work which fail to confirm to the Contract Specifications. The contractor shall promptly replace and re-execute such items in accordance with the contract and shall bear all expenses of making good all work and the cost of all work of other contractors destroyed or damaged by such replacement or removal. If the contractor fails to remove and replace above rejected materials, equipment and /or workmanship within a reasonable time, fixed by written notice, the **Registrar** may employ and pay other persons to amend and make good such defects at the expense of the contractor. All expenses incurred by the **Registrar** in rectifying the defects including all the damages, loss and expense consequent on the defects shall be recoverable from any amount due or may become due to the Contractor.

## 7.25. **VIRTUAL COMPLETION AND DEFECT LIABILITY PERIOD**

7.25.1. The work shall be considered as virtually completed by the Contractor, as on fulfilling all the conditions as per clause 7 of section 6 and all other related conditions of the contract of this document. The Defect Liability Period of **Twenty Four months** provided herein shall be reckoned and be effective from the date of final bill duly accepted by the contractor and on obtaining all required undertaking, guarantees, NOCs / clearance of payment of all GST related taxes / charges and on rectifying all defects notified to the contractor from time to time only on complying above virtual completion certificate will be issued to the contractor.

7.25.2. The Contractor shall make good at his own cost and to the satisfaction of the University Engineer / PMC / Architects all defects shrinkages, settlement or other faults, arising in the opinion of the University Engineer from work or materials not being in accordance with the Drawings or specifications or Schedules of Quantities or the instructions of the University Engineer / PMC / Architect which may appear within one year after completion of work, excepting specialist items such as water proofing and anti-termite treatment etc. which call for longer guarantee periods.

7.25.3. Such defects, shrinkage, settlement and other faults shall, upon directions in writing of the University Engineer / PMC / Architect and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost, and in case of default the **Registrar** may employ and pay other persons to amend and make good such defects, shrinkages, settlements or other faults, and all damages, loss and expense consequent there on or incidental thereto shall be made good and borne by the Contractor and such damage, loss or expenses shall be recoverable from him by the **Registrar** or may be deducted by the **Registrar** up to the University Engineer / PMC / Architects Certificate in writing from any amount due to the contractor, or the **Registrar** may in lieu of such amending and making good by the contractor, a sum to be determined by the University Engineer / PMC / Architects on recommendation from University Engineer / PMC / Architect equivalent to the cost of amending such work and in the event of the retention amount being insufficient to recover the balance from the Contractor as arrears of land revenue together with any expense the **Registrar** may have incurred therewith.

7.25.4. Maintenance during defects liability period: The Contractor shall provide and maintain adequate staff and labour at his own expense to attend to defects arising in the works during the defects liability period of **Twenty Four months** commencing from the date of Virtual Completion certified by the University Engineer or date of final bill whichever is later. He shall attend to the defects pointed out to him expeditiously.

## 7.26. **GUARANTEE**

7.26.1. Beside guarantees required elsewhere, the Contractor shall guarantee the work in general for **Twenty Four months** from the date of final bill as noted under above clause of Virtual Completion and Defects Liability Period.

7.26.2. The Contractor shall submit all required guarantees to the University Engineer / PMC / Architect when requesting certification of accounts for payment by the **Registrar**.

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**7.26.3** All required guarantee shall be submitted to the University Engineer / PMC / Architect in the forms acceptable as a pre-requisite to acceptance and payment.

**7.27. CONTRACT DRAWINGS, SPECIFICATION, SCHEDULE OF QUANTITIES**

7.27.1. In general, the drawings shall indicate dimensions, positions and type of construction; the specifications shall indicate the quantities and the methods; and the Schedule of Quantities shall indicate the quantities and rate for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all. In case of any discrepancies they shall be immediately brought to the notice of the University Engineer / PMC / Architect well in advance before execution.

7.27.2. Any work indicated on the Drawings and not mentioned in the Schedule of Quantities or Specifications or vice versa, shall be deemed as though fully set forth in each. work not specifically detailed, called for, marked or specified.

7.27.3. No deviation from the Drawings, Specifications and Schedule of Quantities shall be made. The Architect interpretation of these documents shall be final.

7.27.4. Errors or inconsistencies discovered in the Plans and Specifications shall be promptly called to the attention of the University Engineer / PMC / Architect for interpretation or correction of University Engineer / P MC / Architect. Local conditions which may affect the work shall likewise be brought to the Architect's attention at once. If, at any time, it is discovered that work is being done which is not in accordance with the approved plans and specifications, the contractor of defective work shall not be a basis for any claim for extension of time. The contractor shall not carry on with the work except with the knowledge of the University Engineer / PMC / Architect or his representative.

7.27.5. Figured dimensions on the scale drawings and large-scale details shall govern. Large-scale details shall take precedence over scale drawings. Any work done before receipt of such details if not in accordance with the same shall be removed and replaced or adjusted as directed without expense to the **Registrar**. All dimensions shall be checked at site prior to execution. Any discrepancy, if observed in drawings, the clarification should be obtained from the Architect before execution.

7.27.6. The dimensions where stated do not allow for waste, laps, joints etc. but the contractor shall provide at his own cost sufficient labour and materials to cover such waste, laps, joints etc.

7.28. **METHOD OF MEASUREMENT:** - Where work done is to be measured, the standard method of measurement in accordance with the standard laid down by the Indian Standard Institute and standard specification of public works and housing department of Govt. of Maharashtra shall be adopted unless otherwise specified. When several components of item work are specifically incorporated together in the wording of an item in the Bills of Quantities, such item will be measured as a composite item comprising of all the components will not qualify for measurement individually, which the standard method of measurement would have otherwise required them to be measured separately. In the event of any dispute with regard to the mode of measurement of the work executed the decision of the University Engineer / PMC / Architect shall be final and binding.

7.29. **TOLERANCE:** - The Contractor shall exercise every care to ensure that all structural Members are in plumb and true to dimensions called for on the drawings, to receive finishing elements such as doors, windows, fittings, fixtures, equipment and similar items. The details of the above finishing items are based upon allowing tolerance of plus / minus 3 mm. from the given location. Any variations beyond this may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit in the openings or spaces, as called for on the drawings. Such rectification shall be carried out by the contractor as directed by the University Engineer / PMC / Architect at no extra cost to the **Registrar**. In case of Separate contracts, the contractor whose work does not conform to dimensions called for, shall be liable for all the expenses which may have to be incurred for rectification or replacements as may be required by the University Engineer / PMC / Architect for the proper installation of the finishing elements. The Architects decision in this respect shall be final and binding on the Contractor.

7.30. **INDIAN STANDARDS:** - A reference made to any Indian Standard Specifications in these documents, shall imply reference to the latest revision of the standard, including such revisions / amendments as may be issued by the Indian Standards Institution during the contract and the corresponding clause/s therein shall hold valid in place of those referred to.

### 7.31. **PROTECTION AND CLEANING**

7.31.1. The Contractor shall protect and preserve the works from all damage for accident by providing temporary roofs, windows, and door covering, boxing or other contraction as required by the University Engineer / PMC / Architect. This protection shall be provided for all property adjacent to the site as well as on the site.

7.31.2. The Contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as is necessary and as directed. On completion, the contractor shall ensure that the premises and / or site are cleaned, surplus materials, debris, shades etc., removed areas under floors cleared or rubbish, gutters and drains cleared, doors and sashes eased, locks and fastenings oiled, keys clearly labeled and handed over to the University Engineer so that the whole is left fit for immediate occupation or use and to the satisfaction of the University Engineer / PMC / Architect.

7.32. **SUSPENSION OF WORK** :- The Contractor shall, on receipt of the order in writing of the University Engineer / PMC / Architect suspend the progress of the work or any part thereof for such time and in such manner as the University Engineer may consider necessary for any of the following reasons: -

7.32.1. On account of not accepting the site instruction and continued non-compliance of the instructions of the University Engineer / PMC / Architect or any other default on the part of the contractor, in such case the University Engineer shall have powers to suspend the payment under the contract. Such suspension of payment may be continued until default shall have been rectified.

7.32.2. For proper execution of the works or part thereof for reasons other than the default of the contractor, or for safety of the works or part thereof.

7.33. **ENTRY AT SITE**:- It is hereby expressly declared that the entry of the Contractor(s) on the site will be merely as a licensee for carrying out the construction of works under this Agreement, and they shall not, by his/her being allowed such entry on the premises, acquire any right, lien or interest either in the works carried out by them under the Agreement or anything appurtenant or attached thereto and their claim will only be in the nature of money claim found due and payable to them in accordance with the certificates issued by the University Engineer / PMC / Architect under the provisions contained hereafter.

7.34. **JURISDICTION**:- All matters arising out of or in any way connected with this agreement shall be deemed to have arisen in MAHARASHTRA STATE and only the Courts in Solapur shall have jurisdiction to determine the same.

### 7.35. **POWER OF THE REGISTRAR TO RECOVER ARREARS FROM THE CONTRACTOR** :-

All amounts whatsoever which the contractor is liable to pay to the **Registrar** in connection with the execution of the work including the amount payable in respect of (i) materials and / or stores supplied / issued here under by the **Registrar** to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given or hire, by the **Registrar** to the contractor for execution by him of the work and / or on which advances have been given by the **Registrar** to the Contractor (iii) and any payment due from the contractor on any account to the **Registrar**, shall be deemed to be arrears of Land Revenue and the **Registrar** may without prejudice to any other rights and remedies of the **Registrar**, recover the same from the contractor as arrears or revenue.

### 7.36. **SETTLEMENT OF DISPUTE**

The reference is invited to clause 7.9 and clause 7.10 above regarding the Architects status and decision and PMC's status and Decision and that of University Engineer.

If the contractor is not satisfied with the decision given by the University Engineer / PMC / Architect as aforesaid for any disputes, claims and difference arising due to interpretation of any technical terms and conditions of contract executed between the Owner and the Contractor, specification, drawings, quality and finish of work and acceptable of work and all matter related to this contract document, then the contractor may, within thirty days of receipt by him of any such decision / order, appeal against it with full details and justification to the Vice-Chancellor, Punyashlok Ahilyadevi Holkar Solapur University, Solapur who if convinced that prima-fascia, the contractors claim, rejected by the University Engineer / PMC / Architect is not frivolous and that there is some substance in the claim of the contractor as would merit a detailed examination and place such claim to the Building and Works Committee for suitable decision.

The decision taken by the Building and Works Committee of the Punyashlok Ahilyadevi Holkar Solapur University shall be final and without appeal and binding to the contractor and the Registrar. The contractor and the owner hereby agree that, this clause shall be condition precedent to any right of action under the contract.

The Arbitration is not allowed and the contract does not provide for any provision to arbitration.

#### **7.37 SECURED ADVANCE ON MATERIALS DURING CONSTRUCTION STAGE**

- 7.37.1. The contractor may be considered for payment as secured advance on certain unfixed imperishable material that have been brought to the site in appropriate and reasonable time for incorporation in the work and stored as per prescribed specification to the extent of 70% of cost of such materials. Such advance payment shall be supported by all relevant vouchers, weigh bills, payment receipts, delivery challan, test certificate, measurement books. Such payment shall be based on the basic rates given in PWD Parks & Garden ( Pune Division ), Schedule of Rates 2022-2023. However the rate whichever is lower will be taken for such advance payment and as recommended by the University Engineer / PMC / Architect where the basic rates of materials are not available in D.S.R. – Parks & Garden, the basic rates decided by University Engineer / PMC / Architect shall be applied.
- 7.37.2. The Contractor is required to furnish Indenture Bond on Rs. 500/- stamp-paper prescribed by the Owner duly executed by the Contractor as directed for such advance payment. The payment of such advances shall be made only on the Certificate of the University Engineer / PMC / Architect .
- 7.37.3. Such advance will be made only on such imperishable materials which are to be consumed in less than two months time and which will be solely on the discretion of the University Engineer / PMC / Architect and lying unfixed in safe custody and storage at site on stock taking basis every month and the sum thus advanced in one bill shall be fully recovered from the next bill, may be after allowing fresh advance in the next bill on similar basis on the unfixed materials then in the stock at site.
- 7.37.4. No such advance will be granted in the pre-final bill. The Advance payments on unfixed materials will be treated as on account payment, such materials when paid for, become the exclusive property of the Registrar and shall not be hypothecated to any party or removed from the site regardless of whether accepted or not.
- 7.37.5. The said materials shall remain in the custody of the Contractor until the work is completed and delivered to the Registrar and any loss or damage shall be the sole responsibility of the contractor. An insurance policy against theft, loss or damage by fire, accident and all other causes including acts of God to cover the value of all materials at site for which the contractor at his cost in the name of the Owner. The policy shall be kept in force till the materials are incorporated in the work. The original policy and receipts for premium shall be submitted to the University Engineer / PMC / Architect.
- 7.37.6. The payment in lieu of secured advance shall not exceed to 10% of the estimated cost put to tender at initial stage and thereafter 10% of balance work as per Schedule ' B ' without premium.

## **8 ADDITIONAL CONDITIONS OF CONTRACT**

### **8.1. ADMITTANCE TO THE SITE**

The Contractor shall be allowed admittance to the site on the date of commencement and he shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the date of completion.

### **8.2. PROGRAMME CHART**

- 8.2.1. The Contractor shall prepare Time and Progress Schedules in the form of BAR CHARTS based on PERT / CPM analysis including resources Scheduling and procurement for materials and all other factors for the whole of the contract within fifteen days of the award of contract for completing the whole work within the completion time stated in the contract, and submit them for approval of the University Engineer / PMC / Architect. It is the contractor's responsibility to submit to the University Engineer / PMC / the Architects and University Engineer the Works progress Report precisely in terms of work done for every week and to see that the Progress of work is maintained and conformity with the Time and Progress Schedules. The Punyashlok Ahilyadevi Holkar Solapur University will not be responsible for any claim on the part of the Contractors and Sub-Contractors on account of delay in delivery of materials by merchants or nominated sub-contractors not having completed their works in accordance with the Time and Progress Schedules.
- 8.2.2. The chart shall also indicate the scheduling of samples, shop drawings and approvals. Thereafter on the first day of each month, for purposes of comparison, the Contractor shall submit an identical chart showing the actual rate of progress to date.
- 8.2.3. In the event the actual rate of progress falls behind the scheduled progress as indicated in the charts, the contractor shall accelerate the works to the satisfaction of the University Engineer / PMC / Architect.

### **8.3. DAILY PROGRESS REPORT**

The contractor shall submit in duplicate, on a form to be approved by University Engineer / PMC / Architect, a daily report giving an accurate record of the progress of the works and shall submit a detailed report of the following : These reports should be submitted to the University Engineer / PMC / Architect.

- 8.3.1. Materials procured, consumed and balance at site for previous week as well as expected deliveries during next week.
- 8.3.2. List of equipments and machinery working at site, standby as well as those under repair on daily basis and equipments scheduled to arrive during next week.
- 8.3.3. Skilled / unskilled men employed in each trade including Engineers working at site from day to day and expected increase in next week.
- 8.3.4. Steps proposed for speeding up the progress of work in the next week.
- 8.3.5. Necessary information on all the above items shall be displayed on the black board to be provided in the site office of the University Engineer / PMC / Architect by the Contractor at his cost to indicate these items for that particular day throughout the construction period.
- 8.3.6. The contractor shall also submit daily record of weather, temperature visitors to the site and any other events influencing the progress of the works of the previous day.
- 8.3.7. The Contractor shall impose a similar requirement on all his sub-contractors and shall incorporate such information in his own report.

- 8.3.8. The contractors shall arrange adequate resources in time to adhere to the time schedule at each stage and this adherence will be a part of the contractor's performance under the contract.
- 8.4. The contractor shall absolutely clear the site and then submit plane table survey drawings showing all physical features of site with adjoining roads, trees, all existing services lines, culverts, etc. and then take spot levels at interval of 3.00 meters c/c and also submit drawings of spot levels & contour survey without any extra cost. The contractor then mark the layout of landscape work, complete. Development works with proper pegging and shall then mark each columns and walls on the site and submit the levels of each columns, walls before commencing the excavation. All the above works shall be done without any extra cost. The contractor shall get the above checked from the University Engineer/ PMC/ Architect from time to time.
- 8.5. Through checking will be done by the supervisory staff at site from time to time during execution of work the contractor will be responsible to rectify at his own cost any errors detected at any later stage.
- 8.6. The contractor should obtain approval from University Engineer and from the PMC / the Architects for the temporary construction of office, storage, Godown and Labour hutments if allowed etc. proposed to be erected, on the site of work and pay taxes, rent etc. if any.
- 8.7. The contractor shall provide, erect and maintain at his own cost where directed, office accommodation of the Site Engineer of University Engineer / PMC / Architect at site with drawing table, stool, desk with drawers, writing table, six chairs, mobile, electric lights, fans, drinking water arrangement and also a room for site meetings with required furniture, separate adequate toilet facilities, etc. and clear away at completion and make good all work disturbed as directed by the University Engineer / PMC / Architect. The contractor shall pay all deposits, bills, charges, etc. of the telephone upto the completion of works. The total office area required to be provided at contractors cost shall be minimum of 80 Sq.M. This office and the contractors site office shall be handed over to the Registrar without any cost if Registrar decides to retain the structure.
- The contractor shall install atleast eight numbers of CCTV camera with mobile booster, dongal WiFi with all required accessories as to see everyday outgoing work at site from the office of Honourable Vice-Chancellor, the Registrar, the University Engineer, Architect & PMC.
- The contractor shall provide and maintain the computer, printer, ink cartridges, required stationery, etc. to the Project Engineer of PMC / Architect and shall maintain effective working condition through the contract period till completion of project and till issue of final bill whichever is later.
- 8.8. The contractor shall provide, erect and maintain at approved position proper office for his staff and his office shall be open at all reasonable hours to receive instructions, notices or communications and clear away at completion and make good all works distributed as directed by the University Engineer / PMC / Architect.
- 8.9. The contractor shall ensure continued effective supervision with the help of a qualified, experienced and competent Horticulturist assisted by adequate technical supervisory gardeners and other staff as ascertained by the University Engineer / PMC / Architect for the entire duration of the works. The Contractor will be responsible for carrying out the work to the true meaning of the Drawings, Conditions of Contract, Specifications, Schedule of Quantities and the University Engineer / PMC / Architect's Instructions and directions to the satisfaction of the University Engineer / PMC / Architect. Any directions or instructions given to him in writing shall be held to have been given to the Contractor officially. Attention is called to the importance of requesting written instruction from the University Engineer / PMC / Architect before undertaking any work where the University Engineer / PMC / Architect's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the Contractor's cost. No staff including the Engineer and Technical Supervisory staff shall be transferred from the work without the written prior permission from the University Engineer / PMC / Architect.

8.10. The Landscape Contractor should allow all contractors to work simultaneously at site.

In case of any dispute between the sub-contractors / the agencies and the landscape contractor arises, the decision of the University Engineer / PMC / Architect shall be final and binding on the agencies and Landscape contractor.

#### 8.11. WATER

8.11.1. All water charges, Sewerage Charges / Taxes as levied by LOCAL AUTHORITY for water required during construction shall be paid by the contractor and / or the contractor shall make his own arrangement of water required during construction and the whole of the water must be clean and fresh water. It also include for providing water required by sub-contractors. The contractor must execute any temporary plumbing and pay all fees and charges including transportation charges, etc.

8.11.2. Clean fresh water only shall be used for the works. The water shall be free from any deleterious matter in solution or in suspension and be obtained from an approved source. The quality of water shall conform to IS 456.

8.11.3. The contractor shall make his own arrangements for storing water, if necessary, in drums or tanks or cisterns, to the approval of the University Engineer / PMC / Architect. Care shall be exercised to see that water is not contaminated in any way.

8.11.4. There is no water available with the University, hence the contractor need to arrange the water for construction by his own. In case contractor use tanker water, he must obtain the permission from Local authority & pay their charges and submit NOC from Local authority to use tanker water. Further the contractor need to submit a copy of challan of tanker water also showing the source and test reports of water before submission of each R. A. Bill. Owner shall not accept any commitment for supply of water.

8.11.5. In case university allow the contractor to make borewell / wells in their Land, all the expenses of borewell, submersible pumps, piping, electric connection of all these charge shall be borne by the contractor and the contractor shall handover the borewell including sub-mercible in good condition to the university without any charge. The test report of water should be submitted to the UniversityEngineer / PMC / Architect as to ascertain whether it is fit for construction, then water can be allowed to use for construction. The contractor shall also allow the university to use the water of these borewells without any cost for their other project. The contractor shall obtain all / requisite permissions as from the collector and also from respective authority without any cost.

8.12. The whole of the work including all extra and additional items if and when ordered are to be completed in the time stated in the contract and the contractor will be required if necessary to work over time within the framework of regulations to stick to the University Engineer / PMC / Architect's instructions to complete all the works by the stipulated date. No extra claim will be allowed on the contracted amount on account of this factor.

8.13. The contractor will be responsible for the complete co-ordination of all the works including that of sub-contractors and nominated sub-contractors, for arranging runs of all services and working to the requirements and layouts of the specialist traders, execution of the works.

8.14. All drawings, tracings, Bills of Quantities, Photoprints, Writings ( except letters ) and Specifications and copies thereof furnished by the Architect are his property. They shall not be used on any other work and shall be returned to the Architect on completion or termination of the contract.

8.15. The drawings maintained on the site are to be carefully mounted on canvas of appropriate size. They are to be protected from the ravages of termites, ants, silver fish and other insects.



- 8.16. The whole of the work must be proceeded with such sections and at such times as directed by the University Engineer / PMC / Architect.
- 8.17. The whole of the materials ( except where otherwise described ), stores and equipment required for the faithful performance of the contract must be provided through normal trade channels and strictly in accordance with specification and be the best of their kind available at the time and the contractor must be responsible for the proper and efficient carrying out of the work. The work must be done in best and most workman like manner. Samples of all materials to be used must be submitted to the University Engineer / PMC / Architect for approval prior to procurement.
- 8.18. The contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawings and specifications taken together, whether the same may or may not be particularly shown on the drawings or described in the Schedule of Quantities, provided that the same can be reasonably inferred therein from.
- 8.19. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced, and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions or unless such works shall have been ordered in writing by the University Engineer / PMC / Architect.
- 8.20. Any instructions given verbally shall be deemed instructions for the proper execution of the works not involving extra charges, however immediately verbal instructions, to be confirmed in writing by the contractor.
- 8.21. The contractor shall confirm to the provisions of any regulation and bye-laws of any water or lighting companies with whose system the structures are proposed to be connected, and shall before making any variations from the drawings that may be necessitated by so confirming give the University Engineer/ PMC/ Architect written notice specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the contractor shall not in due course receive instruction he shall proceed with the work, confirming to the provision of regulation or bye- laws to the supply companies and shall provide for and pay all fees and charges.
- 8.22. The contractor shall on the request of the University Engineer / PMC /Architect immediately dismiss from the works any person employed thereon by him who may in the opinion of the University Engineer / PMC / Architect be incompetent or misconducts himself and such person shall not be again employed on the work without the permission of the University Engineer / PMC / Architect.
- 8.23. The Contractor shall make his own security arrangements to guard the site and premises at all times, by day, by night, on sundays, and other holidays at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of materials and labour. The contractor shall extend the security arrangements to guard the material stored and / or fixed on the premises by the sub-contractors. The contractor will provide at his own cost suitable temporary huts for the watchmen and clear away when no longer required and provide all necessary attendance, light, etc. required. The Contractor must prevent his men from entering any adjoining land or property other than that in which he is actually employed, and the contractor will be held responsible for any loss or damage which can be ascertained and proved to have occasioned by his workmen.
- 8.24. The Contractor shall provide all artificial light required for the works and to enable the contractors and sub-contractors to complete the works in the specified time including that for the workmen of any sub-contractors or special tradesmen which must be provided by the contractor at his own cost.

- 8.25. The contractor shall provide any necessary temporary enclosures, gates entrances, etc., for the protection of the works and materials and for altering and adapting same as may be required and removing at completion of the works and making good all works disturbed.
- 8.26. The contractor shall provide and erect adequate latrine accommodation for the site staff and the workmen and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities / University and clean and deodorise the ground after removal and make good all works disturbed by these conveniences.
- 8.27. Should the work be suspended by reason of rain, strike, lockouts, or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expenses shall make good any damages arising from any of these causes.
- 8.28. The contractor shall keep accurate records of weather, temperature, visitors and any other occurrences affecting the progress or quality of the works as per the sample charts supplied by the University Engineer / PMC / Architect.
- 8.29. The terms " Approved ", " Directed " or " Selected " mean the approval, direction or selection of the University Engineer / PMC / Architect and wherever the word " Allow " occurs the cost of the item or items is at the risk of the contractors.
- 8.30. The contractor shall provide, erect and maintain at his expense proper water proof stores for the storage and protection of construction materials and equipments both of his own as well as those supplied by the Registrar from time to time and also for the tools and materials of sub-contractors.
- 8.31. The contractors shall at all times give access to workmen employed by the local or other authorities or any other parties employed on the buildings and to provide such parties with proper, sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work where directed by the University Engineer / PMC / Architect as may be required to enable such workmen to lay on fix pipes, electric wiring, special fittings etc.
- 8.32. The contractor shall cover up and protect from injury from any cause all new work, also for supplying all temporary doors, protection to windows, and any other requisite protection for the whole of the works executed, whether by himself or special tradesmen or sub-contractors, and any damage caused must be made good by the Contractor at his own expense.
- 8.33. The whole of the fences, paths, trees, shrubs, green and other surfaces about the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to the operations in connection with the works.
- 8.34. The contractor shall at his own cost provide and maintain such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion such roads shall be broken up and levelled where so required by the drawings unless the University Engineer / PMC / Architect shall otherwise direct.
- 8.35. **TREASURES** : Any Treasures Coins or objects of Antiquity, which may be found at site shall be handed over to the Registrar , Punyashlok Ahilyadevi Holkar Solapur University.
- 8.36. The Contractor at his cost clean, clear and cart away all shavings, cutting and other rubbish as it accumulates from time to time during the progress of work and at completion, including that sub-contractors, special tradesmen.

- 8.37. Should suitable sand or gravel or rock be found in the excavations and the contractor is allowed to use the same in the work, he will be required to pay the owner the full market value of the same. Any sand or gravel taken from the excavation will remain the property of the owner and in the event, of it, not being allowed to be used in the work the subject of this contract, the contractor at his cost cart away the same at the place directed by the University Engineer / PMC / Architect.
- 8.38. The contractor shall provide and erect on the site in the position as directed by the University Engineer / PMC / Architect, the name board with birds eyeview or Perspective well laminated & printing on photographic waterproof paper as per the design provided with the name plate of size of about 1.80 X 3.25 meter of 18 mm. thick marine kit ply with T.W. beading all around and to be fixed at height of 2.40 meter from the finished ground. The frame for name board shall be of 3" X 3" X 1/4" thick M.S. angle with cross members of M.S. angle of 3" X 3" X 1/4" at every 900 mm. distance. The frame shall be braced with 3" X 3" X 1/4" M.S. bracings with cross members of same size. The bracing and the frame shall be fixed in the ground with atleast in 450 X 450 X 1000 mm. in deep in 1 : 2 : 4 concrete. The board to be painted in three coats of approved oil colour and lined out in darker lines into panels to received the name and address of Registrar, PMC, Architect, Contractors, etc. to provide for all necessary writing on board. The name board and lettering shall be got approved by the University Engineer / PMC / the Architect.
- 8.39. The contractor shall not affix or place any placards or advertisement of any description or permit the same to be affixed or placed in or upon any hoardings, gantry, building or structure other than the above name board.
- 8.40. The rates quoted by the contractor cover for necessary transport of materials from place of availability to the site of works.  
Theodolite, levels, prismatic compass, chain, leveling staffs, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractors for the due performance of their contract as instructed by the University Engineer/ PMC/ Architect.
- 8.41. The gardeners mistries and the supervisors on the works shall carry with them always a one foot rule, a measuring tape of atleast 30 meters a spirit level, a plumb bob and a square  
The University Engineer / PMC / Architect or their representative will use any and all measuring instruments or tools belonging to the contractors as he chooses, checking the works executed or being executed on the works.
- 8.42. The contractors or their representatives shall accompany the University Engineer / PMC / Architect and their representatives when required to do so, and assist in taking the measurements recorded on the spot.
- 8.43. All measuring tapes shall be of steel and scaffolding and ladders that may be required for taking measurements shall be supplied by the Contractor.
- 8.44. If the contractor fails to accompany the Engineer or any other person that has been duly authorised by the University Engineer / PMC / Architect to take measurements they shall be bound by the measurements recorded by the University Engineer / the PMC / the Architects or his / their representative.
- 8.45. The contractor or contractors shall place at the disposal of the owner and the University Engineer / PMC / Architect, the services and the advice of himself and his firm, and their staff of Engineers skilled person employed by him or them for the conduct of the works comprised in this contract.
- 8.46. The contractor is to construct and maintain proper bench marks with levels at the intersection of the all main walls in order that the lines and levels may be accurately checked at all times. The contractor shall install main reference bench mark with marking level related to bench mark level to be taken from main reference point as directed by the PMC / the Architect / UniversityEngineer.

- 8.47. The contractors shall provide suitable stone with flat tops and build the same in concrete for temporary bench marks. All the pegs for setting out the work and fixing the necessary levels required for the execution thereof shall if desired by the PMC / the Architects / the University Engineer, likewise be built in masonry at such places and in such manner as the University Engineer / PMC / Architect may determine.
- 8.48. Income Tax at 2% plus surcharge as applicable on income tax or percentage of tax and surcharge that will be in force from time to time shall be recovered from the Gross amount of every bill, whether for measured work or advance payment and / or Secured Advance.
- 8.49. The contractor shall pay to the government authorities – all royalties and others sums payable in respect of the materials as sand, murum, rubble and aggregate. The Contractor shall submit the receipts of all such payment to the University Engineer. No payment of royalties will be made by the University till the receipts of payment of all royalties are submitted.
- 8.50. Licences and Permits for all materials under Government control shall be obtained by the Contractor directly. The Contractor shall include in his tender all taxes, all transport charges and other expenses likely to be incurred to bring the materials to the site and the tender premium + or – or at par shall be inclusive of it.
- 8.51. The rates are taken from PWD Parks and Gardens, Pune Region Schedule of Rates 2022-2023. Hence if any discrepancies in rates observed in Bills of quantities, the rates of this PWD Schedule of rates of 2022-2023.
- 8.52. **PARTIAL POSSESSION** : The Contractor at any time or times before practical completion of the works shall allow the **Registrar** to take possession of any parts of the building without any conditions and without any extra cost. The contractor shall workout completion program including partial completion as required by the **Registrar** from time to time without any extra cost, keeping all the conditions of contracts as these are nothing shall be paid extra for such partial completions. Partial completions taken by the **Registrar** from time to time shall have no effect whatsoever on virtual completion and defect liability period which shall be taken as per clause 7 of section 6 and as per 7.25 of the conditions of contract.
- 8.53. **POWER FOR CONSTRUCTION** : Contractor shall make all necessary arrangements at his cost for adequate supply of electric power required for him and by other agencies employed at site and shall pay all electrical bills regularly.
- 8.55. **OVER TIME** : As and when necessary for the contractor or any sub- contractor to work from time to time on other than week days or outside normal working hours in order to keep up to the time schedule, the contractor shall give due notice of his intention to do so and obtain prior approval of the University Engineer / PMC / Architect. The additional cost of wages and any other costs caused by overtime or shift work payable by him to his employees shall be borne in full by the Contractor and nothing extra will be paid by the Registrar to the Contractor for compliance with the requirements of this clause.
- 8.56. **WORK SHEDS** : The Contractor shall, at his expense provide, erect and maintain proper weather-proof work sheds for carpentry and joinery work and such other trades which require protection against weather.
- 8.57. The University Engineer / PMC / Architect shall have the power to direct the omission of carrying out of any part or parts of the works but not amounting to the omission of the whole, the contractor shall not be entitled to claim any compensation of this ground.

**8.58. PAYMENT WITHHELD**

The University Engineer / PMC / Architect may withhold or on account of a subsequently discovered evidence nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the Registrar from loss on account of :

8.58.1. Defective work not remedied. The defective and damaged plants, misshaped and ugly plant, plants having physiological disorder are not removed from site.

8.58.2. Failure of the Contractor to make payments properly to Sub-Contractor or for materials or labour.

8.58.3. A reasonable doubt that the Contractor intend not to complete the work and also leaving items of work incomplete.

8.58.4. Damage to another Contractor or Sub-Contractor.

8.58.5. A reasonable doubt that the contractor intends to leave work incomplete.

**8.59 MATERIALS AND WORKMANSHIP**

8.59.1. All materials and workmanship shall be as per the prescribed specification and as per relevant code of I.S.I. Specification and of only specified make in this tender. All materials and equipment to be incorporated in the work shall be new and are to be entire satisfaction of the University Engineer / PMC / Architect. The Contractor shall immediately remove from the works any material and / or workmanship which in the opinion of the University Engineer / PMC / Architect are defective or unsuitable and shall substitute proper materials and / or workmanship at his own cost. The term approval used in connection with his contract shall mean the approval of the University Engineer / PMC / Architect.

8.59.2. The contractor shall if required submit satisfactory evidence as to the kind and quality of material.

8.59.3. Where special makes or brands are called for they are mentioned as a standard. Others of equal quality may be used provided approval is first obtained in writing from the University Engineer / PMC / Architect. Unless substitution are requested no deviation from the specification will be permitted. Failure to propose the substitution of any article within 30 days after signing of the Contract will be deemed sufficient cause for denial of the request for substitution. No extra cost shall be paid to the contractor on account of such approved substitutions.

8.59.4. The contractor shall indicate and submit evidence in writing of those materials of articles called for in the specifications that are not obtainable for installation in the work within the Time Limits of the contract. Failure to indicate the above, within 30 days after the signing of the contract, will be deemed sufficient cause for the denial of request for the extension of the Contract time.

8.59.5. All materials, and equipment shall be delivered so as to ensure a speedy and uninterrupted progress of the work. Same shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss to the materials, by weather or other causes.

- 8.59.6. Within one month after signing the contract, the Contractor shall submit for approval of the University Engineer / PMC / Architect, a sample of all plants, trees, grass, shrubs, climbers, etc. complete list of all materials and equipment he and his sub-contractor propose to use in the work, of definite brand or make, which differs in any respect from those specified; also the particular brand of any article where more than one is specified as standard..He shall also list items not specifically mentioned in the specifications but which are reasonably inferred and necessary for the completion of the work.
- 8.59.7. The Contractor shall employ the right kind of gardeners, supervisors, workmen, jigs, tools and equipment to fabricate and install all materials and equipment, whether locally purchase or imported and whether provided by the Registrar or Contractor himself. They shall be fabricated and installed without any damage and in accordance with the manufacturers instructions and manuals.
- 8.59.8. **Inspection :** All materials, equipment and workmanship shall be subject to inspection, examination and test by the University Engineer / PMC / Architect at any and all times during manufacture and / or construction. The University Engineer / PMC / Architect shall have the right to reject defective material, equipment and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected materials and equipment shall be satisfactorily replaced with proper material and equipment without charge thereof, and the Contractor shall promptly segregate and remove the rejected materials and equipment from the premises. If the contractor fails to proceed at once with the replacement of rejected materials and / or the correction of defective workmanship the owner may by contract or otherwise, replace such materials and equipment and / or correct such workmanship and charge the cost thereof to the contractor or may terminate the right of the contractor to proceed further with the work. The contractor shall furnish promptly, materials and equipment necessary for the safe and convenient inspection and test that may be required by the University Engineer / PMC / Architect.
- 8.59.9. **Testing :** All tests as of soil etc. shall be conducted in a manner and only through an organisation specified in the condition of contract. The Contractor shall arrange for such tests. As per Maharashtra Govt. rules and regulations issued time to time by various P.W.D. G.R.'s and also notifications by vigilance and quality control circle, Pune, the tests of building materials and items used in building construction, shall be carried out.

#### 8.60 **FIRE AND ACCIDENT INSURANCE**

- (a) The Contractor shall insure the works against loss or damage by fire, accident, riot, civil commotion and / or all acts of God, progressively to the full amount of the Contract. Such insurance is to be effected from time to time in the name of the Registrar and is to be for the amount of the full value of the work including quoted premium and as determined by the University Engineer / PMC / Architect.

All premiums on insuring the works as described above and approved by University Engineer / PMC / Architect shall be paid by the contractor, which shall be reimbursed by the University on production of documentary evidence including the payment actually debited from the contractors account, Such insurances shall be from Directorate of Insurance, Govt. of Maharashtra ( circular enclosed ) and the Contractor shall deposit with the University Engineer / PMC / the Architect / the policy or policies and the receipts in respect of premiums paid : and should the Contractor make default in insuring or continuing to insure as aforesaid the Registrar may himself insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount paid by him in respect of premium from any monies due to or to become due to the Contractor, or may at his option refuse payment of any certificate to the Contractor until Contractor shall have complied with the terms of this condition.

- (b) Such Insurance, whether effected by the Registrar or the Contractor, is to be no limit or bar to the liability and obligation of the contractor to deliver the works to the owner completed in all respects according to this contract. In case of loss or damage due to any of the aforesaid causes, the money payable under any such insurance shall be received and retained by the Registrar until the works are finally completed and the settlement of accounts in the event of this Contract not having been previously cancelled under those conditions.
- (c) Comprehensive all risk insurance cover : The contractor shall bear initially the expenditure to be incurred in respect of the following insurance and obtain comprehensive all risk ( CAR ) insurance policy to cover damages to and loss of property and persons for minimum value as under :
  - (i) Building work under construction including all adjacent buildings boundary walls, power lines, sewer lines, road telephone cables etc. Full reinstatement value of the building against all risks during construction.
  - (ii) Injuries or deaths to persons or damage to the property belonging to Owner/ Registrar employees, PMC, PMC's staff / Architects, Architect's Staff, PMC's / Architect's representatives, University Engineer and his Consultants and staff, Sub-Contractor, Suppliers and Visitors to site or adjacent premises, minimum Rs. 15,00,000.00 ( Rupees fifteen Lakhs only ) for single incidence.
  - (iii) Compensation payable under Workmen Compensation Act on account of injury to all works belonging to contractor's own or sub-contractor's organisation.
  - (iv) Injury to persons or damage to the property belonging to contractor's own organisation, contractor's own employees and contractor's sub-contractor's employees, minimum Rs. 15,00,000.00 ( Rupees fifteen Lakhs only ) for single incidence.
  - (v) Insurance of works against Fire etc., as stated in item ' a ' above.
  - ( vi ) The insurance policy shall be done in favour of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur as “ INSURED “. The policy should indicate the cost of work and all the details as described in the item, Receipt of payment and letter of realization of cheque if payment is made by cheque should be submitted alongwith the original policy.
- (d) If the contractor fails or neglects to obtain the comprehensive all risk insurance policy at his cost, the policy shall be obtained by the Registrar while additional 20% of premium shall be recovered from the contractor as management expenses for making policy.

The University has right to change or modify the comprehensive All risk Policy as per Govt. regulations.

- 8.61. The Registrar reserves the right to let other contracts in connection with his work. The contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work and theirs. If any part of Contractor's work depends for proper execution or results upon the work of any other Contractor, the contractor shall inspect and promptly report to the University Engineer / PMC / Architect any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to the defects which may develop in the other Contractor's work after the execution of the work.
- 8.62. The contractor shall comply with all Government Acts including any bye-laws or regulations of local authorities relating to the works, and shall give all notices and pay all fees and charges demandable by law thereunder and indemnify the Registrar against the same.
- 8.63. If the contractor desires with the approval of University Engineer / PMC / Architect to use any design of materials and process covered by letters ' Patented ' or ' Copy right ' it shall be the full responsibility of the contractor to observe all legal formalities for use of such materials.
- 8.64. The contractor shall indemnify the Registrar against all actions, suits, claims and demands brought or made against in respect of anything done or omitted 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 Registrar on consequence of any action or suit being brought against the contractor for anything done or committed to be done in the execution of the work of this contract.

#### 8.65. **SITE PHOTOGRAPHS**

The Contractor shall submit three sets of atleast 20 ( 4 “ x 6 “ size ) photographs on progress of the landscape work before 5th of every month to the University Engineer / PMC / Architect

( one set each ) without any extracost. No R. A. Bill shall be forwarded to the University Engineer / PMC / the Architect and will not be paid without these photographs. These photographs shall be of the works considered in that R. A. Bill.

If the above photographs are not submitted by the contractor, then the University will get the private photographer and all his expenses will be debited from the immediate R. A. Bill @ rate Rs. 75/- per photographs copy.

#### 8.66 **SITE MEETINGS**

The University Engineer / PMC / Architect may invite regular meetings on site and if necessary in Architect's office in Mumbai and in Registrar's office for discussions on project. The contractor or his Engineer shall visit University Engineer's / PMC's / Architect's office in Mumbai atleast once in a month or more if required in respect of the work without any extra cost.

- 8.67. The unsuccessful tenderers will have to return all the copies of drawings collected alongwith the tender without any refund thereof before release of the earnest money.
- 8.68. 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 firm by one of the partners, or by some other person having authority to give official receipts for the firm.
- 8.69. University Engineer / PMC / Architect may change the layout of building in accordance with site conditions, without any financial implications.



- 8.70. The materials and labour components and their constants in item rates shall be as per Maharashtra P.W.D., where-ever such components and their constants are not available in P.W.D., these will be followed as given by All India Schedule of Rates (N.B.O.)
- 8.71. Theoretical Consumption of all materials of the items based on S.S.R. / C.S.R. shall be as Maharashtra P.W.D.
- 8.72. All the terms and provisions of all conditions of contract stipulated in the tender documents shall be applicable. In the absence of any provisions in the tender document for all other matters, the matter shall be dealt in light of Maharashtra P.W.D. provisions.
- 8.73. No extra payment shall be made for shuttering, scaffold, etc. for all other works for all clear storey heights and for any height whatsoever. The scaffolding at any storey heights shall be done strictly in stages with platforms in between and shall be strong & of proper design without any extra cost. The contractor shall be wholly responsible for its safety.

**8.74. BASIC RATES FOR MATERIAL AND LABOURERS, ETC.**

The basic rates for all materials, labour, etc. shall be as per provision made in S.S.R. / C.S.R. published by P. W. D. of year 2022 - 2023. These rates shall be applicable for administration of this contract including analysis of non-schedule items.

- 8.75. The analysis of rates of the extra items shall be done / derived from the basic rates given in S.S.R. / C.S.R. - electrical. The analysis will be done as per item No. 8.69, 8.70, 8.71, 8.73 and all the related conditions of Volume I of tender document. Wherever basic rates are not available, the prevailing market rate will be taken and the rates shall be derived from the basic consumption of materials and labour components. The Contractor has to accept the rates of such non-schedule items worked out by the University Engineer / PMC / Architect. The Contractor shall not withhold the work on account of this or any other reasons.

**8.76. LOCAL AUTHORITY REGULATIONS**

The contractor shall carry out the work in accordance with all local authority, regulations and bye-laws, fire authority regulation without any extra cost. No extra claim shall be entertained due to any delay caused by local authority approvals.

**8.77. ELECTRICITY**

The contractor shall arrange temporary electric connection for construction at his own cost only on obtaining necessary permission from the local authorities and from any other respective authorities. The required Deposits, the other charges, monthly electricity charges of consumption of electricity for such temporary connection shall be paid by the contractor immediately. In case, it is not paid within the time limit, all such charges shall be deducted from the contractor's running bill.

- 8.78. In addition to stipulated conditions in this contract, the contractor shall also provide facilities to the construction workers as per labour regulation laid by the Government.
- 8.79. Any defective or inaccurate setting out or deviation from the plan, shall be rectified at contractor's risk and cost.

- 8.80 The contractor shall make necessary arrangements and obtain approval to get water connection from local authorities, other authorities concerned, for the execution of the work at his own cost and pay deposit and extra water charges, sewerage charges and flushing charges and all other charges in accordance with the rules of local authorities or other charges in accordance with the rules or other authorities in force. The Registrar can help the contractor in obtaining necessary water connection by way of recommendation only. In case due to circumstances, the contractor is required to make his own arrangement for water required for construction purpose, the contractor shall be required to obtain N.O.C. from the concerned authorities for the same and all the charges, required for the N.O.C. will be paid by the contractor.
- 8.81. The contractor shall arrange his own temporary water connection, electricity connection for construction from Local authorities and M.S.E.B. as applicable respectively at his own cost.
- 8.82. The tenderers are requested to visit and examine the site before submitting the tender.

### 8.83. **WORKING DAYS**

Working days means from monday to saturday excluding any public and bank holidays.

- 8.84. The Insurance policy as described under conditions of contract 8.60 shall be submitted immediately on award of contract. No payment of any interim certificate shall be made to the contractor without submission of Insurance policy as per condition of contract.
- 8.85. The labour licence shall be submitted before starting of work on site, no payment of any interim certificate shall be made to the contractor without submission of labour licence.
- 8.86. The Contractor shall have to pay all the deposits and payments to all the concerned authorities wherever applicable for execution of all the items of work under this contract and the payment shall not be recoverable from the Registrar. If required, appropriate certificates shall be issued by the Registrar, so as to facilitate the refund of such deposits or payments by the authorities concerned.
- 8.87. The Contractor shall obtain NOC from P.C.O. before starting the work, necessary certificates from Local Sanitation and anti-malaria authorities and from all related authorities as required during construction and on completion of work, and for securing permanent water supply connection from concern department without any extra cost. He shall also have to obtain necessary certificates from other departments without any extra cost.
- 8.88. The Contractor shall provide his Site Engineer having Bachelor's degree in Horticulture with minimum 8 to 10 years experience and with experienced supervisors, gardeners, supporting staff.
- 8.89. The Contractor shall workout a completion programme which shall include the partial completions without any financial implication and as required by the owner.
- 8.90. The Contractor shall comply with and give all notices required under any Government Authority, instrument, rule or order made under any act of parliament, state laws or any regulation on Bye-laws of any local authority or public utility concern relating to works.
- 8.91. The Contractor shall provide vertical barrier wherever necessary for protection at his cost.

- 8.92. The contractor will not be allowed to disconnect or remove the pipe laid down by him for taking water required for execution of the work without the permission of University Engineer / PMC / Architect and shall keep as it is, if asked by the University Engineer without any cost.
- 8.93. The rates in Schedule ' B ' are inclusive of all leads ir-respective of the distance of the source of different materials. No additional payment whatsoever will be admissible on this account.
- 8.94. The University Engineer / PMC / Architect may change the layout of any landscape work, layout of Development works in accordance with the site condition. No extra cost on any account whatsoever shall be admissible.

8.95. **COMPLETION DRAWINGS / AS BUILT DRAWINGS : LANDSCAPING WORKS**

Upon completion of the whole work, the contractor shall submit four sets of atleast 24 photographs of complete works & building and four sets of drawings with original drawings on tracing of all as built / completion drawings comprising all plans, elevations, sections to the Architect. The contractor shall also submit four sets with original of site plan showing actual position of building in relation to grids, adjoining buildings, roads, all services, and all physical features around. The above all details & drawings shall be submitted alongwith the final bill without any extra cost.

- 8.96. The contractor shall provide safety belts to all workers without any extra cost while working at height above 4.50 meters for safety of workers.
- 8.97. The contractor shall provide without any extra cost, helmet to each worker on site.
- 8.98. The landscape contractor shall provide required assistance to civil contractor, electrical contractor and all other contractors working at site in required manner and shall co-ordinate the work of landscape contractor at no extra cost to the satisfaction of the University Engineer / PMC / Architect.
- 8.99. The work of landscaping contractor, civil contractor, electrical contractor, fire fighting contractor and all various agencies, etc. will go on together and landscaping contractor has to work in co-ordination with all other these agencies and fire fighting contractor can not stop the work of any of these contractor. Any delay occurred due to any agency has to be accommodated without any financial implications. No claim whatsoever will be entertained due to any reason because of any agency.
- 8.100. Temporary sanitary accommodation on full flushing system with necessary arrangement should be provided on site for workers and all rules, regulations, laws of local Government and of any concerned statutory bodies shall be observed by contractor for the welfare of the workers.
- 8.101. The following notes shall be applicable for all drawings, Schedule ' B ' and for this contract.
- 8.101.1. The contractor must study all the drawings and if any discrepancies observed, it must be brought to the notice of the University Engineer / PMC / Architect well in time before execution to avoid delay.
- 8.101.2. All the dimensions to be checked before the commencement of work on site. If any discrepancy observed, it should be reported to the University Engineer / PMC / Architect and his decision obtained.
- 8.101.3. The landscape drawings are inter- related to road drawings showing road layout, footpath, parkings, storm water drainage etc. and the work should be done absolutely in co-ordination with the road contractor.

8.102. This contractor shall comply with all laws of the land, the rules, regulations and bye-laws of local authority and of all organizations as of storm water, waste and sewerage disposal, electrical companies, gas authorities, telephones, to whose system the structure is to be connected where such laws and regulations conflict with the contract documents the more stringent requirements as interpreted by the University Engineer / PMC / Architect shall govern. The contractor shall pay all fees, charges in connection with all notices required by the acts, regulations or bye-laws and for the work etc. The contractor shall protect and indemnify the owner against all claims or liabilities arising out of his actions in violation of applicable rules and regulations of local authorities and law of the land applicable to the contract and the work therein and against all fees, penalties and liabilities of every kind for the breach of any statute, ordinance or law, rules, regulations or bye-laws etc.

8.103. All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits, be carried on so as to interfere unnecessarily or improperly with the convenience of the public, or the access to use and occupation of public or private roads and footpaths to or of properties whether in the possession of the owner or of any other person or of public authorities. The contractor shall save harmless and indemnify the Owner in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the contractor is responsible therefore.

8.104. **KEEPING SITE CLEAR**

The part of the site towards approach road will be continuously used by the public, resident for tracking etc., hence contractor shall keep this site free from all obstruction, shall not store and dispose any material. Further after completion of work every day, the contractor shall collect all scrap material and debris and accumulate it in a location as directed by the University Engineer / PMC / Architect. In case, this is not done by the contractor, it shall be carried out by the site engineer at the contractor's risk and cost and the cost will be deducted from the contractor's first following R.A. bill and or from any amount due to him. The contractor shall remove from site all waste material on daily basis at his own cost to any lead whatsoever.

8.105. **SITE CLEARING ON COMPLETION**

On completion of the Works, the Contractor shall clear away and remove from the site all his constructional plant, surplus materials, rubbish and temporary works of every kind, sheds, hutment and other worker's amenities constructed and leave the whole of the site and works clean and in a workmanlike / usable condition to the satisfaction of the University Engineer / PMC / Architect. The final bill will be scrutinized / done only after clearing the site.

8.106. **OWNERSHIP OF MATERIALS**

All the materials required for scope of work, brought to the site for which payment is required to be made, has been received or is to be received shall be deemed to be property of the Registrar and shall not be removed from the site without prior written permission of the University Engineer / PMC / Architect. Storage and safe custody of materials shall be the responsibility of the contractor.

8.107. The contractor shall take utmost care not to cause any disturbances to the staff working in the building and shall not carry any sound making activities related University administrative at odd hours and also shall take every care to reduce the noise pollution.

8.108. **REDUCTION / ABANDONMENT OF THE WORKS**

In continuation to clause 38, the Registrar reserve the right to curtail the works at any time after commencement of the works as per clause 38 without any financial implications then in such case, the Registrar shall give notice to the contractor, who shall then complete any such of the works as it is required to be done by the Registrar as intimated in the notice and the contractor shall have no claim for any payment of damages, compensation whatsoever on any from the execution of the works in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any change having been made in the original specifications, drawings, designs and instructions which shall involve any claim for compensations, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

- 8.109. All water which may accumulate on the site during progress of the work or in trenches and excavation, shall be removed from site to the satisfaction of University Engineer / PMC / Architect. The contractor shall take all precautions that no breeding of mosquitoes, flies etc. take place at site and shall undertake spraying of DDT and all other appropriate precautions continuously.
- 8.110. The site shall be maintained free from rubbish stacking of scaffolding and all other materials shall be done in a organised manner / in a proper stacks. Heaps in unplanned manner and disorderly way shall not be permitted.
- 8.111. The contractor shall provide on the site, safe drinking water and other water for the use for the workers and shall arrange for disposal of waste water arising therefrom. The contractor shall comply with rules framed by Government authorities for labour welfare, protection of health, sanitation etc.
- 8.112. The contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religions and other customs.
- 8.113. **EPIDEMICS** : In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or municipal authorities for the purpose of dealing with and overcoming the same.
- 8.114. The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and shall take all necessary action for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 8.115. **FIRST AID** : The contractor shall, at his cost, provide, equip and maintain throughout the construction period and so far as may be necessary during the Defects Liability period, in a position on site approved by the University Engineer / PMC / Architect, suitable and sufficient first aid facilities for the general use of labourers, his staff and employees and sub-contractor's staff and employees.
- 8.116. The University Engineer / PMC / Architect shall be entitled to require the contractor to dismiss or remove from the site of the works any person or persons in the contractor's employment on the work who may be incompetent or / and who may have misconducted himself and the contractor shall forthwith comply with such requirements.

**8.117. ENVIRONMENT and PRECAUTIONS**

The contractor shall carry the work as per the rules & regulations of local authority.

The contractor need to take all the following precautions to make sure that no complaints are received from the residents of neighboring buildings, users, local authorities, etc.

- ( a ) Plying of trucks
- ( b ) Plants and equipment deployed in carrying out the work shall not create any problems to others.
- ( c ) Noise level of plants, equipment and manner of working shall be within standard specified by local authorities.
- ( d ) Spreading of dust storm and polluting the air atmosphere.
- ( e ) Falling of debris, aggregate, sand, bricks, cement etc. on roads being used to transport these materials.
- ( f ) Parking of vehicles, plants, equipment shall not cause any hindrances to movement of traffic.

The contractor shall be wholly responsible, if any problem arised due to above.

- 8.118. The materials required only for this work shall be kept in the godown at site.  
No material shall be shifted outside of the godown except for the work for which this agreement is entered, without prior approval of the University Engineer / PMC / Architect.

**8.119. SETTING OUT THE WORKS**

The contractor shall be responsible for true and proper setting-out of the work as per the approved plans and if any discrepancy observed, he must bring immediately to the notice of the PMC and the Architect. If at any time, during the progress of works, any error shall appear or arise in the position, levels, dimension, heights, alignments of any part if the works, the contractor shall rectify the same at his cost. The contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other devices used in setting outthe works.

The contractor shall provide all facilities, instruments and manpower, attendance to the University Engineer / PMC / Architect to check his work. Instruments provided by the contractor shall be in good condition along with necessary test certification / calibration reports and shall be subject to the approval of the University Engineer / PMC / Architect. Checking in part or full of any setting out or any line or level University Engineer / PMC / Architect shall not in any way relieve the contractor of his responsibility for the correctness thereof.

**8.120. PRICE Variation clause**

Price variation clause is not applicable to this tender.

- 8.121 The contractor shall produce sufficient documentary evidence i.e. bill for the purchase octroi receipts etc. for the purchase of material brought on the worksite at once if so requested by the department.

**8.122. INDEMNITY**

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

- 8.123 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. Further, any defective plants should be taken away from the site.

- 8.124. The Contractor is using tanker water shall submit the details as of source, test report in every month at his cost. The contractor shall obtain the permission of using tanker water from the required public authorities and shall pay their charges as applicable.
- 8.125. R.A. bill less than Fifteen Lacs shall not be entertained and will not be paid. The contractor should not submit the bill less than the said prescribed amount. The contractor should do the work of atleast Twenty Two Lacs monthly as to complete the landscape works within completion period.
- 8.126. In case of unavoidable circumstances if the university need to curtail the work in such case the University shall finalised the bill of the contractor at the stage of the construction .This shall be without any claim or loss of profit and any financial implications whatsoever.

## 9. ADDITIONAL SAFETY CONDITIONS

- 9.1. **Excavation and Trenching** : All trenches, four feet or more in depth, shall at all times be supplied with atleast one ladder for each 30 meters in length of fraction thereof. Ladder shall be extended from bottom of the trench to atleast one meter above surface of the ground. The side of the trenches which are 1.50 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapse. The excavated materials shall not be placed within 1.50 meters of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
- 9.2 Before any excavation work is commenced and also during the process of the work.
- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus which is liable to be used by the operator shall remain electrically charged.
  - c. All practical steps shall be taken to prevent danger to person employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- 9.3. All necessary personal safety equipment as considered adequate by the University Engineer / PMC / Architect should be kept available for the use of the person employed on the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- a. Those engaged in welding work shall be provided with welder's protective eyesight lids.
  - b. Stone breakers shall be provided with goggles and protective clothing and seated at sufficiently safe intervals.
  - c. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
    - i. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
    - ii. Suitable face masks should be supplied for use by the worker. As paint is applied in the form of spray on the surface or when paint dry-rubbed and scrapped.
- 9.4. When the work is done near any place where there is a risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- 9.5. The safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 9.6. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Labour officer, owner, the University Engineer / PMC / Architect.
- 9.7 Notwithstanding all the clauses on safety codes, there is nothing in these to exempt the contractor from the operation of any other Act or rule in force in the Republic of India.



## **10. SPECIAL CONDITIONS FOR LANDSCAPING WORK**

- 10.1. The tenderers shall have minimum qualification of B.Sc (Horticulture) with experienced in landscaping and should have qualified experienced B.Sc horticulture on roll.
- 10.2. The tenderer shall have team of staff as experienced gardeners, skilled labourers in gardening with proper team of landscaping.
- 10.3. The tenderers should have completed such type at least single landscape work of Rs. 70 lacs. And more and shall submit list of landscape works done during last five years. The work should be as trees plantation, lawns, shrubs and preparation of ground for landscape, drip irrigation.
- 10.4. The defect liability period shall be two years w.e.f. final bill. The contractor will maintain the total landscape work without any extra cost during defect liability period.
- 10.5. The tenderer shall carefully examine the total landscape and the site conditions, specifications, schedule items, local conditions.
- 10.6. Submit list of works executed so far with name of client, executed cost of landscape work.
- 10.7. The work of landscaping and bituminous road work are inter- related as landscape work will be done on defining and properly marking the road layout, footpaths, parking, storm- water drainage etc.
- 10.8. The tenderer should have experience in irrigation sprinkler system- lawn sprinkler irrigation maintenance repairs, water lines, sprinkler head repairs, valves pumps installation and service, winterizing of sprinkler system and should have proper team of maintaining garden.
- 10.9. The contractor shall provide one qualified horticulturist in such work at site. The workers should be as experienced gardens whose names , the contractor will submit before starting the work.
- 10.10. The landscape contractor shall work simultaneously with the road contractor, building civil contractor, fire fighting contractor, electrical contractor and all other agencies working at site and shall have co-ordination with all these agencies without any financial implication to ensure timely completion of whole work.
- 10.11. The contractor shall indemnify P.A.H. Solapur University against all actions, suit, claims and demand brought or made against 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 P.A.H. Solapur University in consequence of any action or suit being brought against the contractor.
- 10.12. While planting trees, their ecological adoption should be given due importance. The name of each tree shall be tagged with plastic tag with the name of all shrubs, climbers etc should be also tagged.
- 10.13. The primary object of Landscape is to make provision for shade, control road erosion, create good environment reduce temperature, hence should be done properly.
- 10.14. Trees shall be planted 5 to 15 mt c/c depends upon the species, they occupy.
- 10.15. The heap of soil around tree shall remain exposed to the weathering effect for 3 to 4 weeks.

- 10.16. The soil should be mixed with 10-15 kg or as stated in the item, farmyard manure, compost a circular low ride should be made around the pit to hold rain water. Sometimes after the soil of the pit settles down making cavity. Then this cavity should be filled up with more manure mixed soil. Planting should be done in the center of the pit. Only that much part of the sapling should be go down which was under the soil in the nursery.
- 10.17. The pits should be well prepared and manured which will be favorable for rapid growth of roots and supply nutrient to the growing plant.
- 10.18. The seedling brought at site, should be healthy, straight, with active growing plant. These should have grown in the pots or polythene bags and just should not be lifted from the nursery beds as these shall almost bare and damaged roots and should be kept under the shed.
- 10.19. In case of trees, the proper method shall be taken while planting/transplanting so that the roots are not disturbed. The proper support/ staking shall be provided as to remain planted trees remain erect till it become strong enough to stand on their own roots.
- 10.20. The sapling must be properly protected from stray cattle, in case of damaged, the contractor shall replant the same without any extra cost.
- 10.21. To make plant tall and stately proper pruning of branches should be done from early stage of growth. The plant trunk should grow straight and should look majestic when grow.
- 10.22 Small basin should be prepared around base of each plant for holding water.
- 10.23. The trees should be kept free from weeds for at least two years to avoid competition and promote growth of plants.
- 10.24. When planted tree/ trees gone in misshape and ugly due to neglect, then all extra branches should be removed carefully by using sharp implement and to bring growth back to perfect shape.
- 10.25. Whenever trees need to be transplanted from nursery and/or transplanted due to coming in some development work it should be done proper way as to save. The trees are dormant in the winter and less active and be pruned leaving a bare frame work of the branches. Generally 40 to 50 cm wide trench- 1 to 2 mt deep trench all dung around the stem away from the stem. The trench should be then compacted with dry leaf, straw or any such material and irrigated. In spring, new shoots come out along with new set of fibrous roots and grow during the summer months. Then in the beginning of rainy season the trench should be reopened by removing the packet materials, there by exposing new roots. Then the big earth ball at the base of the tree would be wrapped firmly with burlap . Then the trump should be simultaneously covered with several rounds of gunny on which a strong iron chain will be tied like a belt. Then it should be transplanted by crane to the new site where suitable pit was already been made to receive huge earth ball. The tree will be placed in this pit with trunk in an up- right position. Then the cavity of the pit should be filled with manure mixed soil and should be well irrigated.
- 10.26. Shrubs constitute the largest group of perennial ornamental grown in the garden.  
Preparation of soil pits for shrubbing should be done as stated in the items of schedule 'B', before planting. The shrubs shall be planted at 0.5 mt or as directed c/c as per the size of plants as tall and bushy shrubs and shorter plants with less spreading.

- 10.27. The manure shall be well rotted farm-yard manure/ cow dung manure.
- 10.28 The shrubs shall be planted in the form of shrubbery on long strip of land as it can be as taller shrubs are grown at the back, medium height in the middle and dwarf ones in the front.
- 10.29. Climbers are important group of ornamental plants and beauty of any garden. The plants which have special structure to climb on support are defined as climbers. Climbers are being used on compound wall, arches, pergolas or any vertical surfaces as directed. The climbers are generally perennials, however there are annual climbers also which are completed their life cycle within a year. The climbers are also used for screening. The soil should be mixed with decayed farm- yard/ manure/ cow-dung. The climbers shall be of approved varieties as Bougainvillea which has three species as spectabilis, glabra and peruviana and two hybrid species as buttiana.
- 10.30. The contractor shall demarcate the landscape work as lawns, trees, shrubs, climber etc and get it approved from the University Engineer/ Architect/ PMC.
- 10.31. The contractor shall bring on site healthy samples of various specified trees, shrubs, creepers/climbers for approval of University Engineer /PMC /Architect before bringing the quantities. The contractor shall take it back any surplus quantities not planted/ not required at site. The surplus quantities of any plants will not be paid.
- 10.32. The contractor shall arrange adequate capacity of water storage tanks required for landscaping work and during defect liability period of two years.
- 10.33. The contractor will arrange temporary electric supply of his own at site.
- 10.34. The contractor shall take all precautions against damages of landscape work by floods, by rain, etc. and if any damage/occurred, the contractor will rectify the same to the original at his cost.
- 10.35. The contractor should bring only the good material such as garden soil, farm yard manure/ cow dung plant material and should be as per the specification and good quality. All such material should be approved by the University Engineer/ PMC/ Architecture.
- 10.36. When the rates of any items are not available in schedule 'B' and will be used particular item/ species of plants etc. then the rates of any item from schedule of rates, PWD parks & Garden for year 2022-2023, Pune Region will be adopted. If the rates in this PWD Schedule of rates are not available then the rates of latest available DSR 2018 of CPWD, schedule of rates- horticulture & landscaping will be adopted.
- 10.37. The contractor shall do debranching as and when required and as directed by the University Engineer during defect liability period and during Annual Maintenance Contract.
- 10.38. The contractor shall do regularly mulching of soil, regular watering, supporting to plants where required pruning, top dressing of red soil manually at least every year during defect liability period and during annual maintenance contract.
- 10.39. The contractor shall make available fertilizers, insecticides, fungicides, all required garden tools as lawn machine, hose pipe, all tools and equipment's, sprinklers, organic manure etc. during the defect liability period and annual maintenance contract without any extra cost.

- 10.40. Any casualty of any plant trees- lawn should be replaced by the contractor where required without any extra cost.
- 10.41. The contractor shall do loosening of soil, de-weeding every fifteen days.
- 10.42. The contractor shall do de-branching, trimming and pruning regularly and also directed by the University Engineer/ Architect.
- 10.43. The contractor shall keep the entire area lush green evenly all the time and shall be free from unwanted growth to the satisfaction of University Engineer also during annual maintenance contract.
- 10.44. The contractor will submit the programme of work of completing the work within the completion period.

10.45. SPECIFICATION OF PLANTS

- 10.45.1. The plants should be full of fresh and healthy foliage.
- 10.45.2. The plants should be free from insect, pest and diseases.
- 10.45.3. Plant should be well developed and healthy.
- 10.45.4. The height of the plants will be assumed from top of the pots/trump from ground to starting of top branch but not to be measured upto apex of branch.
- 10.45.5. The plants should be well settled and should not be newly shifted/transplanted.
- 10.45.6. The plants should be true to the variety and variety name should be tagged.
- 10.45.7. Moss stick used should be made on plastic pipe.
- 10.45.8. Moss stick should be straight and properly fixed in the pot.
- 10.45.9. The rejected plants materials should be removed from the site immediately.
- 10.45.10 Moss stick should be covered with the plants in case of plants supplied with moss stick.
- 10.45.11 The plant should be well stabilized and should have good foliage.
- 10.45.12 Good earth and manure used for filling the pot/ poly bag should be from any inert material and mixed in proper ratio.
- 10.45.13 Pot / poly bag used for filling the plants should be of proper size.
- 10.45.14 There should be proper drainage in pots for plants.
- 10.45.15 The flowering plants should also have proper flowering and should be true to the variety.
- 10.45.16 All plant should have the tendency of growth and should not be stunted or deshaped.
- 10.45.17 There should be no stagnation of water in the pots.
- 10.45.18 Plant should not have any physiological disorder.
- 10.45.19 Tips of the plants should have intact, there should not be any damages etc.
- 10.45.20 In case of flowering pots flower should be on bud stage / semi bloom stage.
- 10.45.21 In case of potted plant pots should have uniformity / same size and quality.
- 10.45.22 Plants of bigger height should be properly supported/ tacked by bamboo stick.
- 10.45.23 Pots/polybags soil should not have any infections and plants should have free from all kind of diseases.
- 10.45.24 Bulbs, seeds, seedling, suckers should properly treated with fungicides before supply.

ON RS. 500/- STAMP PAPER.

The contractor will submit this  
Undertaking before issue of work-order.

## **UNDERTAKING**

NAME OF WORK : LANDSCAPE WORKS: TREES, SHRUBS, CLIMBERS, LAWN  
AT ADMINISTRATIVE BUILDING AND EXAMINATION BHAVAN  
AT MAIN CAMPUS AT PUNYASHLOK AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY

THE REGISTRAR  
PUNYASHLOK AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY  
SOLAPUR

DEAR SIR/MADAM

SUB : ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER DEFECT  
LIABILITY PERIOD OF TWO YEARS  
LANDSCAPE WORKS: TREES, SHRUBS, CLIMBERS, LAWN AT  
PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.

I/WE, M/S. \_\_\_\_\_  
\_\_\_\_\_—whose proprietor/ partner/ director is/or called the  
contractor (which expression shall where the context so admits of implies be deemed to include his  
executors, administrators and assigns) of the one part and The Registrar Punyashlok Ahilyadevi Holkar  
Solapur University, Solapur (here –in-called the owner) of the other part.  
The contractor hereby gives an undertaking that he shall carry out the maintenance of total landscape  
work of Punyashlok Ahilyadevi Holkar, Solapur University, Solapur, as per the terms and condition  
stipulated in the conditions of contract and work order for yearly maintenance after two years defect  
liability period of garden, grass, lawn, plants, creepers, trees etc, as per terms and condition stipulated  
below.

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

## **AFTER DEFECT LIABILITY OF PERIOD OF TWO YEARS**

### **ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

**The tenderer shall quote for annual maintenance cost which will be with effective from the defect liability period of two years.**

1. Maintaining of total landscape work as of lawn, garden, plants- shrubs, climbers and all trees in the entire area surrounding the premises. This will include rejuvenation / modification / replanting etc. where ever required in order to uplift / improve the entire landscape at par with the desired standard and as directed by the University Engineer.

| <b>Sr. No.</b> | <b>Description</b>                          | <b>Cost In Figure Yearly</b> | <b>In Words</b>         |
|----------------|---|------------------------------|-------------------------|
| 1              | First Two Year<br>w.e.f. date of final bill | Free                         | Defect Liability Period |
| 2              | For Third Year                              | Rs.                          |                         |
| 3              | For Fourth Year                             | Rs.                          |                         |
| 4              | For Fifth Year                              | Rs.                          |                         |
| 5              | For Sixth Year                              | Rs.                          |                         |
| 6              | For Seventh Year                            | Rs.                          |                         |

2. The Comprehensive maintenance cost shall be paid in four parts at every three months on submission of monthly maintenance report on maintaining total landscape work duly signed by the University Engineer.  
GST of 18% as applicable shall be paid.
3. You will maintain total landscape work very well, healthy, without weeds etc. including watering at every 3<sup>rd</sup> day. Casualties in any plant shall be replaced free.
4. You will maintain at least full time two gardeners and one semi-skilled labourer or more as required at site continuing on your roll during defect liability period and during annual maintenance contract.
5. The contractor hereby gives the undertaking that he will follow all labour regulations under the conditions of contract and also pay all labour welfare charges applicable to him as per labour regulations. There shall be no liabilities on the University in whatsoever manner in respect of their workers.

## 6. THE FOLLOWING CONDITIONS SHALL FORMED THE PART OF UNDERTAKING FOR ANNUAL MAINTENANCE CONTRACT

- 6.1 To upkeep the entire area including the earlier planted lush green evenly at the times and free from unwanted growth to maintain the higher standard of housekeeping to the best satisfaction of the University.
- 6.2 The annual comprehensive maintenance contract shall include regular watering, de-weeding, mulching, soil working, supporting and pruning, fertilizer, insecticide etc. complete.
- 6.3 Carrying out debranching operations as and when required. Regular checking against insect / fungus attack shall be done. (it include bringing all material by the contractor)
- 6.4 The rates quoted are inclusive of all payments to gardeners + one semi-skilled labourer etc. the GST shall be paid extra on agreed payment.
- 6.5 The duration of annual maintenance contract shall be for next five years from the expiry of defect liability period which is two years in which the contract will give all services without any cost which is included in the rates.
- 6.6 The maintenance contract will be renewed with 5% increase every year.
- 6.7 The maintenance contract shall include regular watering, mulching soil working , supports, pruning, top dressing of red soil at least yearly, manually etc.
- 6.8 Fertilizer, insecticide, fungicides, garden tools- lawn machine, hose pipe, all tools and equipment's required for maintenance, sprinklers, organic manure etc. casualties replacement of all plants, lawn etc. and wherever required shall be provided by the contractor.
- 6.9 The contractor shall do de-weeding, soil loosening etc. at every fifteen days.
- 6.10 The contractor shall do de-branching, trimming & pruning seasonally to maintain higher standard.
- 6.11 The contractor shall keep the entire area lush green evenly all the time and shall be free from unwanted growth to the satisfaction of University Engineer.
- 6.12 The contractor shall dispose and carry away of rubbish soil with roots, branches, stone and any such materials at the place directed by the University Engineer.

- 6.13 The work includes maintenance of all existing plants and trees in the area of garden in the contract.
- 6.14 Proper attendance register of gardeners & semi- skilled labourers shall be maintained in security cabin.
- 6.15 The rates are inclusive of all other liabilities except GST which shall be paid extra.
- 6.16 All liabilities of semi- skilled labour & gardeners shall be of the contractor.
- 6.17 The contractor shall see that there shall be no absenteeism and in case, they will be replaced by providing another gardener.

That in the event of any dispute / conflict between the contractor and Punyashlok Ahilyadevi Holkar Solapur University. The same shall be referred to the Vice- chancellor , whose decision shall be final and binding.

In witness whereof this undertaking by the contractor has set his hands the day -----month-----  
----year-----.

This undertaking signed sealed and delivered by (Obligator / Guarantor) in the presence of of :

- 1.
- 2.



**ANNEXURE ' D '****FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT made at the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand, Twenty Four between Punyashlok Ahilyadevi Holkar Solapur University, Solapur, hereinafter called " the Owner " of the One Part and Shri \_\_\_\_\_ Shri \_\_\_\_\_ and \_\_\_\_\_ Shri \_\_\_\_\_ carrying on business in partnership of \_\_\_\_\_ at \_\_\_\_\_ in the firm name and style of \_\_\_\_\_ / \_\_\_\_\_ Limited, a company registered under the Partnership Act, 1932 and including any act amended to date and act prevailing in its place at that appropriate time and having its registered office at \_\_\_\_\_

hereinafter called " the Contractor " ( which expression shall unless the context does not so admit include him, his heirs executors and administrators / them the survivors or survivor of them, the heir executors and administrators of last survivor, the partners or partners for the time being of the said firm of \_\_\_\_\_ / its successors ) of the other part.

WHEREAS the Owner is desirous of carrying out work of Landscape works : Trees, shrubs, climbers, lawn, drip irrigation at Administrative Building and Examination Bhavan Complex as per notice inviting tender dated \_\_\_\_\_ ( hereinafter called " the works " ) of Punyashlok Ahilyadevi Holkar Solapur University.\_\_\_\_

AND WHEREAS pursuant to the said Notice Inviting Tenders dated \_\_\_\_\_, the contractor has submitted his / their tender for the said work, which has been accepted by Punyashlok Ahilyadevi Holkar Solapur University on the terms and conditions contained in the complete tender documents containing Volume I – conditions of contract, Volume II – Schedule ' B ' and tender drawings including clarifications, conditions stated in letter of intent dated \_\_\_\_\_ and work-order dated \_\_\_\_\_ for the said work.

AND WHEREAS AS PER ALL TERMS AND CONDITIONS OF CONTRACT, after making of initial Security Deposit of 50% of 5% of the estimated cost put to tender, the Contractor is required to enter into an Agreement with the Punyashlok Ahilyadevi Holkar Solapur University in connection with execution of the said work being in fact these presents.

AND WHEREAS it has been agreed that the said amount of Security Deposit will not carry interest.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS : -

1. All the tender documents for Landscape works : Trees, shrubs , climbers, lawn, drip irrigation at Administrative Building Complex and Examination Bhavan at Punyashlok Ahilyadevi Holkar Solapur University, Solapur contained in Volume I, Volume II and Volume III and all clarifications given vide our letter dated \_\_\_\_\_ of Landscape works : Trees, shrubs, climbers, lawn, drip irrigation at Administraive Building and Examination Bhavan at Punyashlok Ahilyadevi Holkar Solapur University, Solapur issued by Punyashlok Ahilyadevi Holkar Solapur University and letter of intent dated \_\_\_\_\_ and letter of work-order dated \_\_\_\_\_ issued by Punyashlok Ahilyadevi Holkar Solapur University in favour of the contractor therewith shall be deemed to form and be read and construed as part of this Agreement ( All these documents are hereinafter collectively referred to as " tender documents " )
2. The works and expressions used in this Agreement shall have the same meaning as are respectively assigned to them in the tender documents. In case of ambiguities and discrepancies arising out of the provisions contained in the tender documents, the provisions contains in the tender documents in Volume I, Volume II and Volume III and all clarifications given vide our letter dated \_\_\_\_\_ issued by the University Engineer shall take precedence over the provisions contained in all other remaining documents.
3. In consideration of the Owner having agreed to pay the Contractor for the work specified in the under written Memorandum within the time specified in such memorandum at \_\_\_\_\_ per cent below / above ( + / - ) / at par the estimated rates entered in ' Schedule B ' ( Memorandum showing items of work to be carried out ) at the time and in the manner provided in the contract documents, the contractors do hereby agree to duly execute and complete the said work in all respects strictly in accordance with the specifications, designs, drawings, all terms and conditions of contract as provided in the tender documents and within the time limit specified therein and instructions in writing referred to in Rule 1 hereof and in clause 12 of the conditions of contract and agree that when materials for the work are provided by the Owner, such materials and the rates to be paid for them shall be as provided in Schedule A hereto.

CONTRACTOR

NO. OF CORRECTION

REGISTAR

4. The term the " Architects " in the said conditions shall mean the said DESIGN GROUP (India) or in the event of their death or ceasing to be the Architects for the purpose of this contract, such other person as the Owner shall nominate for that purpose, not being a person to whom the contract shall object for reasons considered to be sufficient by owner provided always that no person subsequently appointed to be the Architects under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instructions given or expressed by the Architects for the time being.
  
5. The term the " PMC " in the said conditions shall mean the said \_\_\_\_\_ or in the event of their death or ceasing to be the PMC for the purpose of this contract, such other person as the Owner shall nominate for that purpose, not being a person to whom the contract shall object for reasons considered to be sufficient by owner provided always that no person subsequently appointed to be the PMC under this contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instructions given or expressed by the PMC for the time being.

AT WITNESS the hands of the said Parties.

Signed by the said  
In the presence of

Owner

Witness

Name :

Address :

Signed by the said  
In the presence of

Contractor

Witness

Name :

Address :

## INDENTURE FOR SECURED ADVANCES ON Rs. 500/- STAMP-PAPER

( For use in cases which the contract is for finished work the contractor has entered into an Agreement / or the execution of a certain specified quantity of work in a given time ).

**NAME OF THE WORK :** LANDSCAPE WORK AT ADMINISTRATIVE BUILDING AND EXAMINATION BHAVAN COMPLEX AT MAIN CAMPUS OF PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.

THE INDENTURE made at Solapur the \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN :-  
M/s. \_\_\_\_\_, hereinafter called the Contractor ( which expression shall where the context so admits of implies be deemed to include his executors, administrators and assigns ) of the one part AND PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR ( Hereinafter called Punyashlok Ahilyadevi Holkar Solapur University, Solapur, which expression shall where the context so admits of implies to deemed to include his successors in office and assigns ) of the other part.

WHEREAS by an agreement dated \_\_\_\_\_ ( hereinafter called the said Agreement ) the contractor has agreed.

AND WHEREAS the Contractor has applied to the Punyashlok Ahilyadevi Holkar Solapur University, Solapur that be allowed Advances on the Security of materials absolutely belonging to him and brought by him to the site of the works, the subject of the said agreement for use in the construction of subject of the said agreement of the work as he has undertaken to execute at rates fixed for the finished works  
( Including of the cost of material and labour and other charges )

AND WHEREAS the Punyashlok Ahilyadevi Holkar Solapur University, Solapur has agreed to advances to the contractor as per the condition of contract and which is as secured advance shall not exceed to 10% of approximate estimated cost which comes to Rs. \_\_\_\_\_

\_\_\_\_\_ at initial stage and thereafter 10% of balance work, as per approx. estimated cost on the aforesaid security and has reserved to himself the option of making any further advance or advances of security of aforesaid nature the quantities and other particulars of the materials on the security of which the advances or advance are made being detailed in Part II of the running account bill for the said works signed at the time being by the contractor.

NOW THIS INDENTURE WITNESSETH the in pursuance of the said Agreement and in consideration of the sum of as per contract conditions and as given and explained above on or before the execution of these presents paid to the Contractor by Punyashlok Ahilyadevi Holkar Solapur University, Solapur (the receipt whereof the Contractor do hereby acknowledged) and of such further advances (if any) as may be made to him as aforesaid the contractor do hereby convenient and agree with Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

- a. That the said sum of Rupees as the amount as per the Conditions of Contract as given and explained above so as advanced by the Punyashlok Ahilyadevi Holkar Solapur University, Solapur to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expediting the execution of the said work and for no other purposes whatsoever.

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

- b. That the materials detailed in the said running account bill which have been offered to and accepted by the Punyashlok Ahilyadevi Holkar Solapur University, Solapur as Security are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and contractor indemnifies the Punyashlok Ahilyadevi Holkar Solapur University, Solapur against all claims to any materials in respect of which an advance has been to him as aforesaid.
- c. That the materials detailed in the said running account bill and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid ( hereinafter called the said materials ) shall be use by the Contractor solely in the execution of the said works in accordance with the directions of the Architect / PMC / University Engineer and as per the direction of the Registrar of Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
- d. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in constructions as aforesaid, the said contractor's materials shall remain at the site of the side works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the University Engineer / PMC / Architect or any person authorized by him and by The Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur or any person authorized by him / them. In the event of the said materials or any part thereof stolen, destroyed or damaged, the contractor will forthwith replace the same with other materials of same quality or repair and make good the same as required by the University Engineer / PMC / Architect or their representative.
- e. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the University Engineer / PMC / Architect or any person authorized by him on that behalf.
- f. That the advance shall be repayable in full when or before Contractor receives payment from the Solapur University, Solapur of the price payable to him for said works under the terms and conditions and the provisions of the said agreement provided that if any intermediate payments are made to the contractor on account of works done then on the occasion of such payment by Punyashlok Ahilyadevi Holkar Solapur University, Solapur will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said material then actually used in the constructions and in respect of which recovery was not been made previously the value for this purpose being determined in respect of each description of materials at the rate at which the amounts of the advances made under these presents were calculated.
- g. That if the Contractor shall at any time made any default in the performance or observances in any respect of any of the terms and provisions of the said Agreement or of these presents the total amount of the advance or advances that may still be owing to the Punyashlok Ahilyadevi Holkar Solapur University, Solapur shall immediately on the happening of such default be repayable by the Contractor to the Solapur University, Solapur together with interest thereon at eighteen percent per annum from the date of respective dates of such advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Punyashlok Ahilyadevi Holkar Solapur University, Solapur in or for the recovery thereof or the enforcement of this security or otherwise by reason of the Default of the Contractor hereby covenant & agrees with the Punyashlok Ahilyadevi Holkar Solapur University, Solapur to repay and pay the same respectively to him accordingly.

- h. That the Contractor hereby charges all the said materials with the repayment to the Solapur University, Solapur of the said sum of Rupees as per the Conditions of Contract and given and explained above and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agree and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whatsoever the convenient for repayment and payment herein before contained shall become enforceable and the many owing shall not be paid in accordance therewith the Punyashlok Ahilyadevi Holkar Solapur University, Solapur may at any time thereafter adopt all or any of the following courses as he may deem best :-
- ( a ) Seize and utilize the said materials or any part there of in the completion on the said works on behalf of the Contractor in accordance with the provision in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates there by provided. If the balance is against the contractor he is to pay same to the Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
  - ( b ) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Punyashlok Ahilyadevi Holkar Solapur University, Solapur under these presents and pay over the surplus ( if any ) to the contractor.
  - ( c ) Deduct all or any of the moneys owing out of the security deposits or any sum due to the contractor under the said agreement.
- i. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- j. That in event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the University Engineer / PMC / Architect, whose / their decisions shall be final and the provisions of the agreement for the execution of the said building contract shall apply to any such reference.

IN WITNESSES WHEREOF the said Agreement and the order and under the direction of the Punyashlok Ahilyadevi Holkar Solapur University, Solapur have hereunto set their respective hands the day and year first above written.

Signed, sealed and Delivered by the said contractor in the presence of

.....

Signature :

Witnesses Name :

Address :

Signed by  
the order and direction of the Punyashlok Ahilyadevi Holkar Solapur University,  
Solapur in the presence of .....

Signature :

Address :

CONTRACTOR

NO. OF CORRECTION

REGISTRAR



**PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,  
SOLAPUR  
( CONSTRUCTION DIVISION )**

**PROGRESS REPORT**  
TO BE SUBMITTED QUADRUPLICATE

FOR THE WEEK : \_\_\_\_\_ TO \_\_\_\_\_

NAME OF WORK : \_\_\_\_\_

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

**NUMBER OF LABOURERS EMPLOYED**

|    | TYPE                | MON | TUES | WED | THUR | FRI | SAT | REMARKS |
|----|---------------------|-----|------|-----|------|-----|-----|---------|
| 1  | HORTICULTURIST      |     |      |     |      |     |     |         |
| 2  | SUPERVISOR          |     |      |     |      |     |     |         |
| 3  | GARDENER            |     |      |     |      |     |     |         |
| 4  | SEMI-SKILLED LABOUR |     |      |     |      |     |     |         |
| 5  | MALE MAZDOOR        |     |      |     |      |     |     |         |
| 6  | FEMALE MAZDOOR      |     |      |     |      |     |     |         |
| 7  | OTHERS              |     |      |     |      |     |     |         |
| 8  |                     |     |      |     |      |     |     |         |
| 9  |                     |     |      |     |      |     |     |         |
| 10 | TOTAL               |     |      |     |      |     |     |         |
|    |                     |     |      |     |      |     |     |         |
|    | PUBLIC HOLIDAY      |     |      |     |      |     |     |         |
|    | RAINFALL            |     |      |     |      |     |     |         |
|    | WORK CLOSED         |     |      |     |      |     |     |         |

VISITORS ON SITE \_\_\_\_\_

GENERAL PROGRESS OF WORK

\_\_\_\_\_

CONTRACTOR  
STAMP & SIGNATURE

C.C. : ARCHITECTS

CHECKED BY UNIVERSITY/PMC

CONTRACTOR

NO. OF CORRECTION

REGISTRAR



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

**( CONSTRUCTION DIVISION )**

## **VARIOUS SPECIES OF TREES, PLANTS ETC.**

FOR THE WEEK : \_\_\_\_\_ TO \_\_\_\_\_

NAME OF JOB : \_\_\_\_\_

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

## **RECEIPT AND CONSUMPTION OF THE VARIOUS LANDSCAPING MATERIAL**

BALANCE OF  
THE LAST WEEK : \_\_\_\_\_

| SR.No. | DATE  | RECEIVED | CONSUMED | END OF THE DAY |
|--------|-------|----------|----------|----------------|
| 1      |       |          |          |                |
| 2      |       |          |          |                |
| 3      |       |          |          |                |
| 4      |       |          |          |                |
| 5      |       |          |          |                |
| 6      |       |          |          |                |
| 7      |       |          |          |                |
| 8      | TOTAL |          |          |                |

CONTRACTOR  
STAMP & SIGNATURE

| FOR OFFICE USE                 | REMARKS |
|--------------------------------|---------|
|                                |         |
| COPY TO : DESIGN GROUP (India) |         |

CONTRACTOR

ARCHITECT / PMC

CONTRACTOR

NO. OF CORRECTION

REGISTRAR



**PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR.**  
**LANDSCAPE WORKS AT ADMINISTRATIVE BUILDING AND EXAMINATION**  
**BHAVAN COMPLEX AT MAIN CAMPUS OF THE UNIVERSITY**

**LIST OF TENDER DRAWING**

Drawing No. SOL.UNI-ADM.LANDSC-101 : Layout of landscape

CONTRACTOR

NO. OF CORRECTION

REGISTRAR

NOTE  
LANDSCAPE OF PEDESTAL AND CLOCK  
TOWER NOT COVERED IN THIS WORK SINCE  
NOT SHOWN BEING SEPARATE CONTRACT.

#### ABSTRACT

1. ROYAL PALM TREES (87)  
(roystonea regia)
2. ASHOKA TREES (54)+(28)  
(polyalthia longifolia)
3. KADAMB TREES (20)  
(neolamarckia cadamba)
4. GULMOHAR TREES (28)  
(delonix regia)
5. SAPTASPARNI TREE (30)  
(alstonia scholaris)
6. SILVER OAK TREE (10)  
(grevillea robusta)
7. MAGNOLIA (8)  
(champa)
8. INDIAN CORK TREE (10)  
(millingtonia hortensis)

#### BLACK COTTON QUANTITY THE BC SOIL ABUTTING TO PARKING/ LAWN ETC AREA

|       |                |
|-------|----------------|
| BC 1  | 2301.00 SQ.M   |
| BC 2  | 2946.00 SQ.M   |
| BC 3  | 6377.00 SQ.M   |
| BC 4  | 6286.00 SQ.M   |
| TOTAL | 17,910.00 SQ.M |

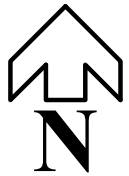
$$17,910 \times 0.3 = 5373.00 \text{ CUM}$$

PEDESTAL

CLOCK  
TOWER

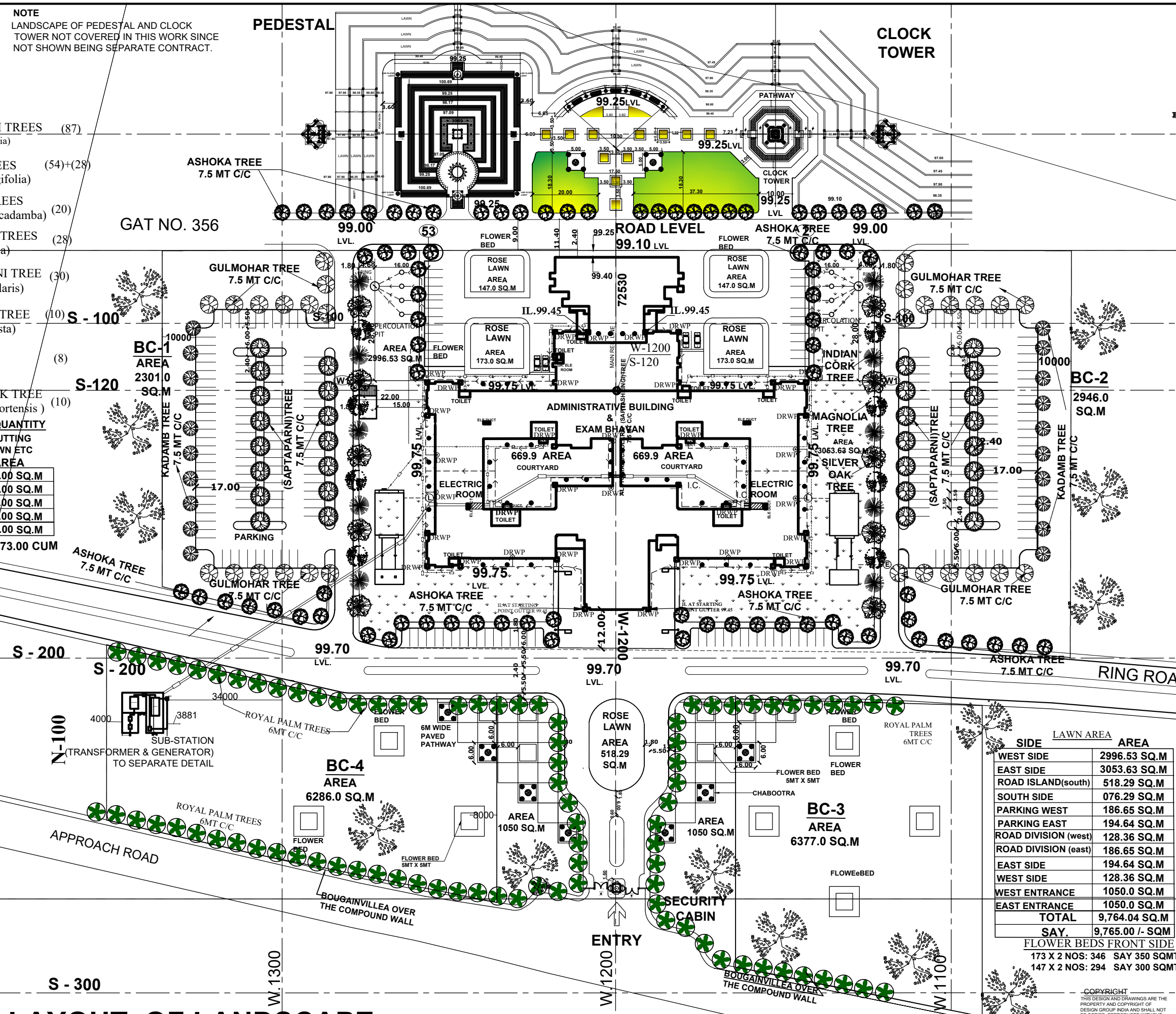


PUNYASHLOK AHILYADEVI HOLKAR  
SOLAPUR UNIVERSITY, SOLAPUR



#### NOTE

1. Plants seeding sapling should be true to type healthy, free from diseases and insects, pest attack.
2. All plants should be well formed well settled in appropriate size polythene bags/earthen pots according to plant species.
3. Lawn grass suckers ready made lawn slab, should be fresh green free from weeds insect and diseases.
4. Tree saplings should be minimum two years old with at least 3.5mt in height well settled in poly bags / earthen pots, free from insects and diseases.
5. Any of plants, trees shrubs etc specified in schedule B shall be used and which shall be at the discretion of the university engineer / architect. The quantity may vary as directed by the university engineer/ architect.
6. The garden with lawn, all plants, shrubs, flowering trees etc in all respect should be maintained in good condition with periodical weeding, gap filling, manuring, cleaning, everyday watering, cutting as of lawn hedges trees etc for within defect liability period of two years without any cost w.e.f date of final bill.
7. The garden soil should be fresh from quarry well sieved 90% to pass, free from stone, rubbish like dry grass roots the colour of the soil generally be red.
8. Farm yard manure to be mix with the soil shall well decayed, well dried well powered without clods and free from stones and other rubbish materials. the colour of the manure generally will be black.
9. Tree guards shall be installed only for plants as directed by the university engineer / architect.
10. Proper pruning of branches should be done from early of growth.
11. Climbers shall be perennials.
12. Various varieties of species shall be planted



## LAYOUT OF LANDSCAPE

| SIDE                 | LAWN AREA       |
|----------------------|-----------------|
| WEST SIDE            | 2996.53 SQ.M    |
| EAST SIDE            | 3053.63 SQ.M    |
| ROAD ISLAND(south)   | 518.29 SQ.M     |
| SOUTH SIDE           | 076.29 SQ.M     |
| PARKING WEST         | 186.65 SQ.M     |
| PARKING EAST         | 194.64 SQ.M     |
| ROAD DIVISION (west) | 128.36 SQ.M     |
| ROAD DIVISION (east) | 186.65 SQ.M     |
| EAST SIDE            | 194.64 SQ.M     |
| WEST SIDE            | 128.36 SQ.M     |
| WEST ENTRANCE        | 1050.0 SQ.M     |
| EAST ENTRANCE        | 1050.0 SQ.M     |
| TOTAL                | 9,764.04 SQ.M   |
| SAY.                 | 9,765.00 /- SQM |

FLOWER BEDS FRONT SIDE  
173 X 2 NOS: 346 SAY 350 SQMT  
147 X 2 NOS: 294 SAY 300 SQMT

| REVISION  | INITIAL  | DATE   | NO. |
|---|--|--------|-----|
| JOB TITLE   |  |        |     |
| ADMINISTRATIVE BUILDING COMPLEX<br>SOLAPUR UNIVERSITY   |  |        |     |
| DRAWING TITLE   |  |        |     |
| LAYOUT OF LANDSCAPE   |  |        |     |
| SCALE :   |  | DATE : |     |
| DRAWN :   |  | CHD :  |     |
| D.R.WARADE<br>DIP. ARCH., N.D. ARCH.,<br>F.I.I.A.   | K.R.WARADE<br>B. ARCH., G.D. ARCH.,<br>F.I.I.A., CERT. IN T.P., F.I.V. |        |     |
| DESIGN GROUP INDIA<br>ARCHITECTS, PLANNERS, ENGINEERS,<br>INTERIOR DESIGNERS AND VALUERS.   |  |        |     |
| 11/12/13 B.N.A. ARCADE, MAIN ROAD,<br>LOKHANWALA COMPLEX,<br>ANDHERI (WEST), MUMBAI-400 053.<br>TEL-022-26302295, 26316203, 26321083; FAX: 26302292 |  |        |     |
| DRAWING NO.   |  |        |     |
| SOL.UNI-ADM. LANDSC -101  |  |        |     |

**SITE VISIT / SURVEY REPORT**

- 1 Tender ID :-
- 2 Bidder Details ( Name of Agency / Bidder ) :-
- 3 Bidder Representative – Name & Designation :-
- 4 Details of site / Name of work :-Landscape Works At Administrative Building  
And Examination Bhavan Complex At  
Main Campus Of The University
- 5 Date of site visit :-

In compliance to above referred tender enquiry and special terms & condition regarding site visit, the bidder must visit above site before the tender submission date and understand the requirements before participating the bid.

Accordingly, I / we have visited and examined the building and site with all physical features, contours, characteristic, the approach and all other requisite information relating thereto as affecting the tender invited by the University.

- i) I / we have understood the site conditions, I / we will be binded to complete the work of dismantling & renovation of the work within the time period mentioned in the tender.
- ii) I / We have understood the details scope of the work exclusively defined in the technical specification.

Bidder's authorized representative

Name \_\_\_\_\_

Sign \_\_\_\_\_

Date\_\_\_\_\_

University Engineer or his  
Representative or  
Punyashlok Ahilyadevi Holkar  
Solapur University,

Signature

**OR**

Project Engineer  
Design Group (India),  
Architects and Project Management  
Consultant

Signature



VALIDATE

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

## **LANDSCAPE WORKS**

**TREES, SHRUBS, CLIMBERS, LAWN AT  
ADMINISTRATIVE BUILDING AND  
EXAMINATION BHAVAN AT MAIN CAMPUS**

## **SCHEDULE "B" / ESTIMATES (BASED ON GARDEN DSR)**

**CONSULTING ARCHITECTS  
DESIGN GROUP (INDIA)**  
ARCHITECTS, ENGINEERS, PLANNERS, PROJECT  
MANAGEMENT CONSULTANTS, INT. DESIGNERS AND VALUERS  
11/12/13, FIRST FLOOR, MAIN ROAD,  
R.N.A. ARCADE, LOKHANDWALA COMPLEX,  
ANDHERI WEST, MUMBAI - 400 053  
TEL. : 26302293, 26321083, 26316203, FAX.: 022-26302292.  
EMAIL. : [designgroupindia@gmail.com](mailto:designgroupindia@gmail.com)

**OCTOBER  
2023**

|  |   |                       |                |   |
|--|---|-----------------------|----------------|---|
| <b>Tender Inviting Authority: PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,SOLAPUR.</b>   |   |                       |                |   |
| <b>Name of Work: LANDSCAPE WORKS:TREES, SHRUBS, CLIMERS, LAWN AT ADMINISTRATIVE BUILDING AND EXAMINATION BHAVAN AT MAIN CAMPUS OF PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,SOLAPUR.</b>   |   |                       |                |   |
| <b>Contract No: Landscaping Works/</b>   |   |                       |                |   |
| <b>Bidder Name:</b>  |   | <b>Select</b>         |                | <b>%</b>  |
| <b><u>SCHEDULE OF WORKS</u></b>  |   |                       |                |   |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) |   |                       |                |   |
| <b><u>PUNYASHLOK AHILYADEVI HOLKAR, SOLAPUR UNIVERSITY,SOLAPUR</u></b>   |   |                       |                |   |
| <b><u>SCHEDULE ' B ' : BILLS OF QUANTITIES</u></b>   |   |                       |                |   |
| <b><u>SUMMARY OF COST OF LANDSCAPE WORKS : BASED ON GARDEN DSR</u></b>   |   |                       |                |   |
| <b>SCHEDULE OF ABSTRACT</b>  |   |                       |                |   |
| <b>SR.NO.</b>  | <b>ITEM OF WORK</b>   | <b>ESTIMATED COST</b> |                | <b>IN WORDS</b>   |
| 1  | Estimated cost without GST                                      | Rs.                   | 92,69,886.00   | (Rupees Ninety Two Lacs Sixty Nine Thousand Eight Hundred And Eighty Six Only)                          |
| <b>Quoted Percentage</b>   |   |                       |                |   |
| <b>Quoted Percentage In Words</b>  |   |                       |                |   |
| <b>REIMBURSEMENT AMOUNT</b>  |   |                       |                |   |
| 2  | Reimbursement of GST of 18% on total cost i.e. Rs. 92,69,886.00 | Rs.                   | 16,68,579.48   | (Rupees Sixteen Lacs Sixty Eight Thousand Five Hundred Seventy Nine And Paise Forty Eight Only)         |
| 3  | Reimbursement of royalty charges                                | Rs.                   | 8,23,289.10    | (Rupees Eight Lacs Twenty Three Thousand Two Hundred Eighty Nine And Paise Ten Only)                    |
| 4  | Provision of insurance in estimate 1% of Rs. 92,69,886.00       | Rs.                   | 92,698.86      | (Rupees Ninety Two Thousand Six Hundred Ninety Eight And Paise Eighty Six Only)                         |
| 5  | <b>TOTAL REIMBURSABLE AMOUNT (Sr. No. 2,3,4 )</b>               | Rs.                   | 25,84,567.44   | (Rupees Twenty Five Lacs Eighty Four Thousand Five Hundred Sixty Seven And Paise Forty Four Only)       |
|  | <b>TOTAL ESTIMATED COST</b>                                     | Rs.                   | 1,18,54,453.44 | (Rupees One Crore Eighteen Lacs Fifty Four Thousand Four Hundred Fifty Three And Paise Forty Four Only) |
|  | <b>SAY</b>  | Rs.                   | 1,18,54,454.00 | (Rupees One Crore Eighteen Lacs Fifty Four Thousand Four Hundred And Fifty Four Only)                   |
| <b>Rs. 1,18,54,454.00 (Rupees One Crore Eighteen Lacs Fifty Four Thousand Four Hundred And Fifty Four Only)</b>  |   |                       |                |   |

Tender Inviting Authority:PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,SOLAPUR.

Name of Work: LANDSCAPE WORKS:TREES, SHRUBS, CLIMERS, LAWN AT ADMINISTRATIVE BUILDING AND EXAMINATION BHAVAN AT MAIN CAMPUS OF PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,SOLAPUR.

Contract No: Landscaping Works/

PRINT

**SCHEDULE OF WORKS**

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HELP

| Sr. No. | Description of work   | No. or Qty. | Unit | Estimated Rate |  | AMOUNT<br>Rs. P |
|---------|---|-------------|------|----------------|--|-----------------|
|         |   |             |      | Figure         | Words                                      |                 |
|         | <b><u>LANDSCAPING WORKS</u></b>   |             |      |                |  |                 |
| 1.00    | Excavating and disposing the top layer of black cotton soil at the place within the premises of the plot/ adjoining plot as already by the Architect / University Engineer/PMC. The rate includes all above loading, unloading, transportation, etc. complete.<br>[ Item No. 21.02 / Page No. 153 /SSR 2022-23 : Bd.A.1 Page One No. 259 ]  | 5373.00     | Cum  | 207.00         | (Rupees Two Hundred And Seven Only)        | 11,12,211.00    |
| 2.00    | <b><u>PREPARING 20 Cum. DEPTH LAWN</u></b><br>Excavating the ground to a required depth of 30 cms. removing and conveying unwanted stuff to a required distance as directed. Filling fresh garden soil / silt & manure in excavated area in 3 : 1 proportion to a height of 30 cms. Mixing garden soil and manure thoroughly, well levelling, watering on previous night. Planting required variety of lawn grass as directed by Architect / PMC / University Engineer and maintaining for atleast two years w.e.f. final bill by watering, weeding, clipping, rolling, etc. complete.<br>[ Item No. 2 of schedule of rates ( Horticultural works ) Parks and Gardens ) | 9765.00     | Sqm  | 502.00         | (Rupees Five Hundred And Two Only)         | 49,02,030.00    |
| 3.00    | <b><u>PREPARING FLOWER BEDS</u></b><br>Excavating the ground to the required depth of 30 cms., Removing and conveying unwanted stuff to a required distance as directed, filling fresh garden soil & manure in excavated area in 3 : 1 Proportion to a required height of 30 cms. Mixing garden soil and manure thoroughly, well levelling, watering on previous night. Planting seedlings of required annuals 25 cms. apart Maintaining till well established for minimum period of twelve months by daily watering, weeding, stirring replacing of casualties etc. complete.<br>[ Item No. 6 of schedule of rates ( Horticultural works ) Parks and Gardens ) ]       | 350.00      | Sqm  | 605.00         | (Rupees Six Hundred And Five Only)         | 2,11,750.00     |
| 4.00    | <b><u>PREPARING SHRUBBERY</u></b><br>Excavating the ground to required depth of 30 cms., removing and conveying unwanted stuff to a required distance as directed. Filling fresh garden soil & manure in excavated area in 3 : 1 proportion to a height of 30 cms. Mixing garden soil and manure thoroughly well, levelling, watering on previous night. Planting well rooted shrubs 0.5 mtrs. apart as directed and maintaining atleast two months by watering, weeding, stirring, replacing casualties etc. complete.<br>[ Item No. 8 /Pg No. 3 of schedule of rates ( Horticultural works ) Parks and Gardens ): Pune Municipal Corp.                                | 300.00      | Sqm  | 553.00         | (Rupees Five Hundred And Fifty Three Only) | 1,65,900.00     |
|         |   |             |      |                |  |                 |

Signature Of Contractor With Seal

No. Of Corrections

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**SCHEDULE OF WORKS**

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**HELP**

| Sr. No. | Description of work   | No. or Qty. | Unit | Estimated Rate |   | AMOUNT<br>Rs. P |
|---------|---|-------------|------|----------------|---|-----------------|
|         |   |             |      | Figure         | Words                                   |                 |
| 5.00    | <b><u>ROSE PLANTS</u></b><br>Excavating pit with size 0.3 X 0.3 X 0.3 m., removing and conveying unwanted stuff to a required distance as directed. Filling the pit with fresh garden soil and manure in 3 : 1 proportion to a height of 0.3 m. mixing the soil & manure thoroughly well, levelling, watering on previous night. Planting 40 to 50 cms, height healthy plant of required rose variety. Maintaining till well established by watering, weeding, stirring, pruning, replacing the casualties etc. complete.<br>[ Item No. 9/ Pg No. 3 of schedule of rates ( Horticultural works ) Parks and Gardens )  | 500.00      | Each | 173.00         | (Rupees One Hundred Seventy Three Only) | 86,500.00       |
| 6.00    | <b><u>MOGRA PLANT / CREEPERS /CLIMBERS ETC.</u></b><br>Excavating pit with size 0.3 m. X 0.3 m. X 0.3 m., removing and conveying unwanted stuff to a required distance as directed. Filling the pit with approved excavated material upto a height of 0.15 mtr, and remaining height of 0.15 mtr. With fresh garden soil and manure in 3 : 1 proportion. Mixing soil and manure thoroughly well levelling, watering, on previous night. Providing planting about three years old healthy plant as per specifications. Maintaining for atleast two years w.e.f. final bill by watering, weeding, pruning, stirring, replacing casualties etc. complete<br>[ Item No. 10/ Pg No.4 of schedule of rates ( Horticultural works ) Parks and Gardens )  | 400.00      | Each | 151.00         | (Rupees One Hundred Fifty One Only)     | 60,400.00       |
| 7.00    | <b><u>PLANTING LARGE FLOWERING /SHADY TREES / PALM TREES</u></b><br>Digging pit with size 0.9 m. X 0.9 m. X 0.9 m, removing and conveying unwanted stuff as weeds, roots, all vegetations, etc to a required distance as directed. Filling the pit with approved excavated material upto a height of 300 mm. and remaining height of 0.60 m, with fresh garden soil & manure in 3 : 1 proportion. Mixing soil & manure thoroughly well, levelling, as directed, watering previous night, planting about three years old healthy plant sapling as per specifications approved by the Architect / University Engineer / PMC atleast for two years w.e.f. final bill Maintaining for atleast two years w.e.f. final bill by watering, weeding, stirring of soil replacing of casualties etc. complete. Trees shall be minimum 2.4 m. | 185.00      | Each | 811.00         | (Rupees Eight Hundred Eleven Only)      | 1,50,035.00     |
| 8.00    | <b><u>PLANTING SMALL AND MEDIUM SIZE ORNAMENTAL / FLOWERING PLANT</u></b><br>Digging pit with size 0.6 m. X 0.6 m. X 0.6 m., removing and conveying unwanted stuff to a required distance as directed. Filling the pit with fresh garden soil and Farm Yard Manure upto a height of 0.60 m. in 3 : 1 proportion. Mixing soil and Manure thoroughly well, levelling, watering and previous night. Planting atleast two year old healthy plant saplings as per specification and approved by Architect / University Engineer / PMC . Maintaining atleast for two years w.e.f. / final bill by watering, stirring, of soil and manure, replacing casualties, etc. complete.<br>[ Item No. 13/ Pg No.4 of schedule of rates ( Horticultural works ) Parks and Gardens ]   | 70.00       | Each | 413.00         | (Rupees Four Hundred Thirteen Only)     | 28,910.00       |

Signature Of Contractor With Seal

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**SCHEDULE OF WORKS****HELP**

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| Sr. No. | Description of work  | No. or Qty. | Unit | Estimated Rate |                                       | AMOUNT<br>Rs. P |
|---------|--|-------------|------|----------------|---------------------------------------|-----------------|
|         |  |             |      | Figure         | Words                                 |                 |
| 9.00    | <b><u>Roses common / budded varieties</u></b><br>[ Item No. 1 section 4: plant/ Pg No.6 of schedule of rates ( Horticultural works ) Parks and Gardens )   | 500.00      | Each | 20.00          | (Rupees Twenty Only)                  | 10,000.00       |
| 10.00   | <b><u>Mogra / Creeper / Climbers</u></b><br>[ Item No. 2 section 4: plant/ Pg No.6 from Annexure A of schedule of rates ( Horticultural works ) Parks and Gardens )  | 400.00      | Each | 10.00          | (Rupees Ten Only)                     | 4,000.00        |
| 11.00   | <b><u>Canna Rhizome common varieties</u></b><br>[ Item No. 3 section 4: plant/ Pg No.6 from Annexure A of schedule of rates ( Horticultural works )  | 150.00      | Each | 10.00          | (Rupees Ten Only)                     | 1,500.00        |
| 12.00   | <b><u>Lawn grass Cynadon or Paspallum, hybrid Barmuda.</u></b><br>[ Item No. 7 section 4: plant/ Pg No.6 from Annexure A of schedule of rates ( Horticultural works ) Parks and Gardens ]  | 30000.00    | Kg   | 10.00          | (Rupees Ten Only)                     | 3,00,000.00     |
| 13.00   | Sapling of flowering / shady trees, Indian Cork, Alstonia, Terminallia Catappa, Cassia, Javanica, etc. etc. in polybag ( ht. 2.5 m. above ground )<br>[ Item No. 10 section 4: plant/ Pg No.6 from Annexure A of schedule of rates ( Horticultural works ) Parks and Gardens ] | 185.00      | Each | 100.00         | (Rupees One Hundred Only)             | 18,500.00       |
| 14.00   | Sapling of small & medium Ornamental flowering plants, Thuja, Cupresus, Ornamental ficus, Mussanda etc.<br>[ Item No. 11 section 4: plant/ Pg No.6 from Annexure A of schedule of rates ( Horticultural works ) Parks and Gardens ]  | 70.00       | Each | 50             | (Rupees Fifty Only)                   | 3,500.00        |
| 15.00   | Well developed Common Ornamental Shrubs for Shrubbery 0.5 mt. height<br>[ Item No. 12 section 4: plant/ Pg No.6 of schedule of rates ( Horticultural works ) Parks and Gardens ]   | 100.00      | Each | 10.00          | (Rupees Ten Only)                     | 1,000.00        |
| 16.00   | Royal Palm Trees atleast 3.5 meters above ground level.<br>[ Item No. 15 from Annexure A of schedule of rates ( Horticultural works ) Parks and Gardens, ]   | 87.00       | Each | 225.00         | (Rupees Two Hundred Twenty Five Only) | 19,575.00       |
| 17.00   | Bakul ( 10' to 12' high )<br>[ Item No. 6/ section 5/ Pg No.7 ]  | 20.00       | Each | 550.00         | (Rupees Five Hundred Fifty Only)      | 11,000.00       |
| 18.00   | Saptaparni ( 10' to 12' high )<br>[ Item No. 11/ section 5/ Pg No.7 ]  | 30.00       | Each | 450.00         | (Rupees Four Hundred Fifty Only)      | 13,500.00       |
| 19.00   | Parijatak ( 10' to 12' high )<br>[ Item No. 15/ section 5/ Pg No.7 ]   | 20.00       | Each | 550.00         | (Rupees Five Hundred Fifty Only)      | 11,000.00       |

Signature Of Contractor With Seal

No. Of Corrections

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**SCHEDULE OF WORKS****HELP**

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Bidders are allowed to enter the Bidder Name and Values only)

| Sr. No. | Description of work  | No. or Qty. | Unit | Estimated Rate |                                  | AMOUNT<br>Rs. P |
|---------|--|-------------|------|----------------|----------------------------------|-----------------|
|         |  |             |      | Figure         | Words                            |                 |
| 20.00   | Kadamba ( 12' to 12' high )<br>[ Item No. 18/ section 5/ Pg No.7 ]     | 20.00       | Each | 450.00         | (Rupees Four Hundred Fifty Only) | 9,000.00        |
| 21.00   | Butch ( 10' to 12' high )<br>[ Item No. 21/ section 5/ Pg No.7 ]       | 10.00       | Each | 450.00         | (Rupees Four Hundred Fifty Only) | 4,500.00        |
| 22.00   | Pistal Palm ( 10' to 12' high )<br>[ Item No. 27/ section 5/ Pg No.7 ] | 10.00       | Each | 700.00         | (Rupees Seven Hundred Only)      | 7,000.00        |
| 23.00   | Golden bottom Brush – 4'-0"<br>[ Item No. 37/ section 5/ Pg No.8 ]     | 5.00        | Each | 200.00         | (Rupees Two Hundred Only)        | 1,000.00        |
| 24.00   | Chafa ( 10' to 12' high )<br>[ Item No. 40/ section 5/ Pg No.8 ]       | 20.00       | Each | 450.00         | (Rupees Four Hundred Fifty Only) | 9,000.00        |
| 25.00   | VAD<br>[ Item No. 1/ section 5/ Pg No.7 ]                              | 2.00        | Each | 550.00         | (Rupees Five Hundred Fifty Only) | 1,100.00        |
| 26.00   | PIMPAL<br>[ Item No. 2/ section 5/ Pg No.7 ]                           | 2.00        | Each | 550.00         | (Rupees Five Hundred Fifty Only) | 1,100.00        |
| 27.00   | KADU LIMB<br>[ Item No. 5/ section 5/ Pg No.7 ]                        | 2.00        | Each | 500.00         | (Rupees Five Hundred Only)       | 1,000.00        |

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**SCHEDULE OF WORKS****HELP**

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| Sr. No. | Description of work  | No. or Qty. | Unit | Estimated Rate |                           | AMOUNT<br>Rs. P |
|---------|--|-------------|------|----------------|---------------------------|-----------------|
|         |  |             |      | Figure         | Words                     |                 |
|         | <b>BUSHES</b>  |             |      |                |                           |                 |
| 28.00   | Varigated Duranta : 6"<br>[ Item No. 11/ section 6/ Pg No.9 ]                            | 20.00       | Each | 9              | (Rupees Nine Only)        | 180.00          |
| 29.00   | Exhora : 1'-6"<br>[ Item No. 19/ section 6/ Pg No.9 ]                                    | 35.00       | Each | 48             | (Rupees Forty Eight Only) | 1,680.00        |
| 30.00   | Ratrani : 1'-0"<br>[ Item No. 21/ section 6/ Pg No.9 ]                                   | 40.00       | Each | 12.00          | (Rupees Twelve Only)      | 480.00          |
| 31.00   | Mogra : 1'-6"<br>[ Item No. 23/ section 6/ Pg No.9 ]                                     | 100.00      | Each | 30.00          | (Rupees Thirty Only)      | 3,000.00        |
| 32.00   | Jai-Jui<br>[ Item No. 24/ section 6/ Pg No.9 ]   | 40.00       | Each | 12             | (Rupees Twelve Only)      | 480.00          |
| 33.00   | Kanher Dwarf : 1'-0" to 2'-0"<br>[ Item No. 33/ section 6/ Pg No.9 ]                     | 60.00       | Each | 30             | (Rupees Thirty Only)      | 1,800.00        |
| 34.00   | Bogan Wel variegated : 1'-6" to 2'-0"<br>[ Item No. 37/ section 6/ Pg No.10 ]            | 200.00      | Each | 48.00          | (Rupees Forty Eight Only) | 9,600.00        |
| 35.00   | Kardai variaged : 1'-6" to 2'-0"<br>[ Item No. 40/ section 6/ Pg No.10 ]                 | 50.00       | Each | 24             | (Rupees Twenty Four Only) | 1,200.00        |
| 36.00   | Kunti – Kamini : 2' to 2'-6"<br>[ Item No. 70/ section 6/ Pg No.10 ]                     | 50.00       | Each | 42.00          | (Rupees Forty Two Only)   | 2,100.00        |
| 37.00   | Jaswant varierty : 1'-6" : 12 X 12<br>[ Item No. 74/ section 6/ Pg No.10 ]               | 50.00       | Each | 72.00          | (Rupees Seventy Two Only) | 3,600.00        |
| 38.00   | Gulab : 1'-6" : various varies atleast six types<br>[ Item No. 75/ section 6/ Pg No.10 ] | 200.00      | Each | 42.00          | (Rupees Forty Two Only)   | 8,400.00        |
| 39.00   | Ziniya ( seasonal )<br>[ Item No. 7/ section 7/ Pg No.12 ]                               | 150.00      | Each | 15             | (Rupees Fifteen Only)     | 2,250.00        |
| 40.00   | Zandu<br>[ Item No. 9/ section 7/ Pg No.12 ]   | 250.00      | Each | 15.00          | (Rupees Fifteen Only)     | 3,750.00        |
| 41.00   | Salvia<br>[ Item No. 1/ section 7/ Pg No.12 ]  | 50.00       | Each | 15.00          | (Rupees Fifteen Only)     | 750.00          |

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| Sr. No.                            | Description of work   | No. or Qty. | Unit | Estimated Rate |  | AMOUNT<br>Rs. P     |
|------------------------------------|---|-------------|------|----------------|--|---------------------|
|                                    |   |             |      | Figure         | Words  |                     |
| 42.00                              | Lilly<br>[ Item No. 58/ section 6/ Pg No.10 ]   | 50.00       | Each | 12.00          | (Rupees Twelve Only)                                 | 600.00              |
| 43.00                              | Sadafulli<br>[ Item No. 5/ section 7/ Pg No.12 ]  | 50.00       | Each | 15.00          | (Rupees Fifteen Only)                                | 750.00              |
| 44.00                              | Providing and laying in trenches 50 mm. dia. PVC pipe and having wall thickness of 3.00 mm. conforming IS : 4985 of pressure rating to atleast 10 Kg. / cm2 including PVC plugs, bend, tees, elbow, ball valves and all accessories and fittings whatever required, filling all the joints by solvent cement, welding joints, testing and maintaining system for atleast five years from the date of final bill. The pipes, accessories shall be of Jain Irrigation system and as approved by University Engineer / PMC / Architect etc. complete.<br>[Item No.42.26/ Pg No. 276/ SSR 2022-2023]  | 3935.00     | Each | 422.00         | (Rupees Four Hundred Twenty Two Only)                | 16,60,570.00        |
| 45.00                              | Providing, fixing and laying of Vinyl tube of 20 mm. dia. having wall thickness of minimum 20 mm. confirming to IS standard for drip irrigation system including 10 mm. or as required adopter, plugs with tap, turbo key plus drippers, top Hat Grommets, elbows, connector, tee connectors and required poly plugs, various threaded accessories and all required fittings and accessories of approved Make as of Jain irrigation etc. complete Vinyl tube and accessories etc. should be got approved from University Engineer / PMC / Architect and testing and maintaining system for five years.etc. complete w.e.f. date of final bill.  | 6000.00     | Each | 25.00          | (Rupees Twenty Five Only)                            | 1,50,000.00         |
| 46.00                              | Providing and fixing super clean filters of 50 mm. inlet & outlet connection only of approved make and of IS standard for drip irrigation including all Accessories, fittings, whatever required as to see to protect and preserve drip irrigation system to prevent the clogging of drippers and of the drip tape etc. The cost include plugs, bends, tees, elbows, ball valve, filling the proper joints with solvent cement, weld joint etc. complete. The filters shall be of approved make and superior quality and shall be maintained and guaranted for atleast five years etc. complete. It shall be approved and to the satisfaction of University Engineer / Architect / PMC. | 12.00       | Each | 6000.00        | (Rupees Six Thousand Only)                           | 72,000.00           |
| 47.00                              | Providing and fixing screw down for 50 mm. dia. wheeled stop tap of brass including necessary sockets / union nut complete.<br>(Item No. 41.48 / Page No. 270/ SSR 2022-2023 )  | 45.00       | Each | 1993.00        | (Rupees One Thousand Nine Hundred Ninety Three Only) | 89,685.00           |
| 48.00                              | M.S. TREE GUARD<br>Providing and fixing M.S. tree guard of 600 mm. dia. and 2 meter high above ground and 300 mm. below ground fixed in block of PCC of 200 x 200 x 300 mm. deep. Tree guard shall be pf 6 Nosd. - 25 x 6 mm. M.S. flat and 8 mm. ring @ 300 mm. c/c properly welded, embedded in the ground with painting with red oxide etc. complete.  | 40.00       | Each | 2800.00        | (Rupees Two Thousand Eight Hundred Only)             | 1,12,000.00         |
| <b>TOTAL FOR LANDSCAPING WORKS</b> |   |             |      |                |  | <b>92,69,886.00</b> |

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| Sr.<br>No. | Description of work  | No. or<br>Qty. | Unit | Estimated Rate |       | AMOUNT<br>Rs.    P |
|------------|--|----------------|------|----------------|-------|--------------------|
|            |  |                |      | Figure         | Words |                    |
|            | NOTES :<br>1. Plants, seedlings, saplings, should be true to type, healthy, free from diseases & insect, pest attack.<br>2. All plants should be well formed & well settled in appropriate size polythene bags / earthen pots according to plant species.<br>3. Lawn grass suckers ready made lawn slab, should be fresh green, free from weeds, insects & diseases.<br>4. Tree saplings should be minimum two years old, with atleast 3.5 mt. in height well settled in polythene bags bags / earthen pots, free from insect and diseases.<br>5. Any of plants, trees shrubs etc. specified in schedule ' B ' shall be used and which shall be at the discretion of University Engineer / Architect. The quantity may vary as directed by the University Engineer / Architect.<br>6. The garden with lawn, all plants, shrubs, flooring trees, etc. in all respect should be maintained in good condition with periodical weeding, gap filling, manuring, cleaning, everyday watering, cutting as of lawn hedges , trees etc. for / within defect liability period of two years without any cost w.e.f. date of final bill.<br>7. The garden soil should be fresh from quarry well sieved 90% to pass, free from stone, rubbish like dry grass roots the colour of the soil generally be red.<br>8. Farm yard manure to be mix with the soil shall well decayed, well dried well powered without clods and free from stones and other rubbish materials. The Colour of the manure generally will be black.<br>9. Tree guards shall be installed only for plants as directed by the University Engineer / Architect.<br>10. Proper pruning of branches should be done from early of growth.<br>11. Climbers shall be perennials.<br>12. Various varieties of species shall be planted. |                |      |                |       |                    |

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| Sr. No.      | Description of work              | No. or Qty. | Unit | Estimated Rate |  | AMOUNT<br>Rs.      P |
|--------------|----------------------------------|-------------|------|----------------|--|----------------------|
|              |                                  |             |      | Figure         | Words  |                      |
| 1.00         | REIMBURSEMENT OF ROYALTY CHARGES |             |      |                |  |                      |
|              | (A) B.C. soil                    | 3808.35     | Cum. | 216.18         | (Rupees Two Hundred Sixteen And Paise Eighteen Only) | 8,23,289.10          |
| TOTAL AMOUNT |                                  |             |      |                |  | 8,23,289.10          |

**SCHEDULE OF WORKS**

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**HELP**

| Sr. No. | Description of work | No. or Qty. | Unit | Estimated Rate |       | AMOUNT<br>Rs. P |
|---------|---------------------|-------------|------|----------------|-------|-----------------|
|         |                     |             |      | Figure         | Words |                 |

**AFTER DEFECT LIABILITY OF PERIOD OF TWO YEARS****ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

**The tenderer shall quote for annual maintenance cost which will be with effective from the defect liability period of two years.**

1. Maintaining of total landscape work as of lawn, garden, plants- shrubs, climbers and all trees in the entire area surrounding the premises. This will include rejuvenation / modification / replanting etc. where ever required in order to uplift / improve the entire landscape at par with the desired standard and as directed by the University Engineer.

| SR.NO. | DESCRIPTION                                 | COST IN FIGURE YEARLY | IN WORDS                |
|--------|---|-----------------------|-------------------------|
| 1      | First Two Year<br>w.e.f. date of final bill | Free                  | Defect Liability Period |
| 2      | For Third Year                              | Rs.                   |                         |
| 3      | For Fourth Year                             | Rs.                   |                         |
| 4      | For Fifth Year                              | Rs.                   |                         |
| 5      | For Sixth Year                              | Rs.                   |                         |
| 6      | For Seventh Year                            | Rs.                   |                         |

2. The Comprehensive maintenance cost shall be paid in four parts at every three months on submission of monthly maintenance report on maintaining total landscape work duly signed by the University Engineer. GST of 18% as applicable shall be paid.

3. You will maintain total landscape work very well, healthy, without weeds etc. including watering at every 3rd day. Casualties in any plant shall be replaced free.

4. You will maintain at least full time two gardeners and one semi-skilled labourer or more as required at site continuing on your roll during defect liability period and during annual maintenance contract.

5. The contractor hereby gives the undertaking that he will follow all labour regulations under the conditions of contract and also pay all labour welfare charges applicable to him as per labour regulations. There shall be no liabilities on the University in whatsoever manner in respect of their workers.

**6. THE FOLLOWING CONDITIONS SHALL FORMED THE PART OF UNDERTAKING FOR ANNUAL MAINTENANCE CONTRACT**

6.1 To upkeep the entire area including the earlier planted lush green evenly at

6.2 The annual comprehensive maintenance contract shall include regular watering, de-weeding, mulching, soil working, supporting and pruning, fertilizer, insecticide etc. complete.

6.3 Carrying out debranching operations as and when required. Regular checking against insect / fungus attack shall be done. (it include bringing all material by the contractor)

6.4 The rates quoted are inclusive of all payments to gardeners + one semi-skilled labourer etc. the GST shall be paid extra on agreed payment.

6.5 The duration of annual maintenance contract shall be for next five years from the expiry of defect liability period which is two years in which the contract will give all services without any cost which is included in the rates.

6.6 The maintenance contract will be renewed with 5% increase every year.

6.7 The maintenance contract shall include regular watering, mulching soil working, supports, pruning, top dressing of red soil at least yearly, manually etc.

6.8 Fertilizer, insecticide, fungicides, garden tools- lawn machine, hose pipe, all tools and equipment's required for maintenance, sprinklers, organic manure etc. casualties replacement of all plants, lawn etc. and wherever required shall be provided by the contractor.

6.9 The contractor shall do de-weeding, soil loosening etc. at every fifteen days.

6.10 The contractor shall do de-branching, trimming & pruning seasonally to

6.11 The contractor shall keep the entire area lush green evenly all the time and shall be free from unwanted growth to the satisfaction of University Engineer.

6.12 The contractor shall dispose and carry away of rubbish soil with roots, branches, stone and any such materials at the place directed by the University Engineer.

6.13 The work includes maintenance of all existing plants and trees in the area of garden in the contract.

6.14 Proper attendance register of gardeners & semi- skilled labourers shall be maintained in security cabin.

6.15 The rates are inclusive of all other liabilities except GST which shall be paid extra.

6.16 All liabilities of semi- skilled labour & gardeners shall be of the contractor.

6.17 The contractor shall see that there shall be no absenteeism and in case, they will be replaced by providing another gardener.

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