



## SHREEMATI NATHIBAI DAMODARTHACKERSEY WOMEN'S UNIVERSITY

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### E- TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF LIFT AT USHA MITTAL INSTITUTE OF TECHNOLOGY

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**PART-I: Section:****1. Tender Notice Details****DETAILED TENDER NOTICE TO BIDDERS**

**1.1** Sealed **Item** tenders are invited from qualified Bidders for the work as per the following details:

<b>1.1.1</b>	<b>Name and Location of Work</b>	Supply, Installation, testing and commissioning of 02 (Two)Numbers of Lifts in Usha Mittal Institute of Technology building at SNDT Women's University, Juhu Campus
<b>1.1.2</b>	<b>Cost of Tender</b>	<b>Rs. 3,000 /- Rupees Three Thousand only (Non Refundable)</b> to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.
<b>1.1.3</b>	<b>Scope of Work</b>	Supply, Installation, testing and commissioning of Lifts and obtaining Lift License for operation
<b>1.1.4</b>	<b>Date of Commencement</b>	Date of Work Order
<b>1.1.5</b>	<b>Time of Completion</b>	30 days.
<b>1.1.6</b>	<b>Date and time for pre-bid meeting</b>	December 15, 2017 at 2.00pm in the office of the Principal, UMIT at Juhu Campus of the University.
<b>1.1.7</b>	<b>Time of Opening</b>	January 04, 2018 at 11.00am atSNDT Women's University,Juhu Road, Santacruz (West), Mumbai-49.
<b>1.1.8</b>	<b>Earnest Money</b>	<b>Rs. 50,000 /- (Rs. Fifty Thousand only)</b> to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.
<b>1.1.9</b>	<b>Total Security Deposit</b>	a) Total 5% of value of work (inclusive of all Taxes) b) Remaining 2% of total security deposited will be recovered from the R.A. Bills.
<b>1.1.10</b>	<b>Refund of security deposit</b>	a) 50% of security deposit to be refunded after issue of certificate. Virtual completion. b) Balance 50% of security deposited to be refunded after expiry of defects liability period of 12 months and its proper discharge.
<b>1.1.11</b>	<b>Defects Liability Period</b>	<b>12 months from date of Virtual Completion.</b>
<b>1.1.12</b>	<b>Liquidated Damage</b>	At the rate of 0.25% of contract value per week of delay.

## 2. Invitation:

The Registrar **SNDT WOMEN'S UNIVERSITY** invites fresh item Rate E-Tender for Supply, Installation, testing and commissioning of 02 (Two) Numbers of Lifts in Usha Mittal Institute of Technology building at SNDT Women's University, Juhu Campus.

1. Online tenders are invited for the following work, from bidders registered in PWD, CPWD, and any other Government agencies and in Private Sector, Mumbai region.
2. The offer of the Bidders shall remain valid for acceptance for a minimum period of 120 (One Hundred & Twenty) days from the date fixed for opening of envelope no. 2 (Main Tender) and thereafter until it is withdrawn by the Bidders by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.
3. The tender notice shall form a part of the contract agreement.
4. The blank tender forms will be available on E Tender form of Government of Maharashtra Portal (<https://maharashtra.etenders.in>)
5. The tenderer if firm or company shall in their forwarding letter mention the names of all the partners of the firm or the company (as the case may be) and the name of the partner who holds the power of attorney if any, authorizing him to conduct transaction on behalf of the firm or company.
6. Right is reserved to revise or amend the contract documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable.
7. Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection.

Tender forms can be obtained from <https://maharashtra.etenders.in>. The tenders are require to be submitted online on as per schedule given below. The bidders may remain present at the time of tender opening, if he wishes to. The bidders are requested to refer online schedule for change in the opening time and date. **The employer reserves the right to reject any or all tenders without assigning any reasons therefore.**

### **3. Technical Details / Specifications of Elevators**

No. of Elevators	:	Two
Type of Elevators	:	Passenger
Load	:	544Kgs.
Capacity	:	8Passengers
Speed	:	0.65m/sec.
Travel	:	Ground Floor to Five Upper
Floors Stops &Opening Power Supply	:	6 Stops & 6Openings 440 Volts, 3 Phase, 50 Cycles, A.C.
Power Supply A.C.	:	230 Volts, Single Phase, 50 Cycles, A.C.
Signals	:	Up/Down Direction Indicator at all Landings & inside car with floor positional Indicator, Door Opening Bell, Alarm Bell
TypeofControl	:	Micro Process Control
Operation	:	Down Collective, V.V.V.F. Drive, A.R. Device
Hoistway Entrance	:	Power operated Automatic M.S. or S.S. Centre Opening
Car Enclosure	:	Stainless Steel Car
Car Entrance	:	Power operated Automatic M.S. or S.S. Centre Opening
Machine Position way in Traction	:	Geared traction machine placed directly above the hoist the machine room.
General	:	All other necessary machinery, equipment, fittings complete for smooth / efficient functioning of the Elevator. Provision for intercom.
Lift Well	:	Turn to Key use 1900 mm x 1900 mm (Breadth x Width)

#### 4. **Essential Qualification and Minimum criteria for the Eligibility**

Bidders who fulfill the following requirements shall be eligible for pre-qualification.

1. Average Annual financial turnover of Rs. 1,00,00,000/- (Rupees One Crore Only) during the last 3 years, ending 31<sup>st</sup> March 2018 of the previous financial year.
2. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
  - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or
  - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

Or
  - c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.
3. Definition of "Similar work" is Supply, installation commissioning of lift.

#### 5. **The list of documents/certificates for Technical Envelope is as follows:**

- 1 Name of the firm
- 2 Ownership document
- 3 Income Tax Clearance certificate to indicate turnover of the company.
- 4 Last/previous (3) year's balance sheet (audited)
- 5 List of equipment proposed to be employed at site.
- 6 List of manpower proposed to be employed at site.
- 7 List of specialized Contractors/Bidders for the specialized works.
- 8 Execution schedule for the project.
- 9 Details of works carried out in the last 5 years.
- 10 Party should furnish solvency certificate in Form "B".
- 11 Party should furnish list of all works of similar nature successfully completed during the last seven years in Form "C".
- 12 Party should furnish list of the projects under execution or awarded in Form "D".
- 13 Particulars of completed works and performance of the party duly Authenticated /certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress in Form "E".
- 14 Copies of registration of
  - GST
  - Labour License
  - Provident Fund (PF)
  - Employees' State Insurance Scheme (ESIC)

**(6) FINANCIAL BID:**

Note: Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given below, will be available to the bidders in Commercial Envelope (C1) during Online Bid Preparation stage where bidders would quote their offer.

To,

The Registrar,

SNDT Women's University,

1, N. T. Road, New Marine Lines,  
Mumbai-20.

Subject: Submission of tender for **SUPPLY AND INSTALLATION OF LIFT AT USHA MITTAL INSTITUTE OF TECHNOLOGY ,JUHU campus**

Madam/Sir,

We are pleased to submit the following rate for the **SUPPLY AND INSTALLATION OF LIFT AT USHA MITTAL INSTITUTE OF TECHNOLOGY , Juhu** campus on the terms and conditions mentioned in the tender document. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.

The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ University in India.

I/We give the rights to Registrar to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply and install the lift within the appointed time or the items of desired quality. There is no vigilance/CBI case or court case pending against the firm.

I hereby undertake to supply and install the lift as per directions given in the tender document / supply order within stipulated period.

**Schedule of Quantities**

<b>Sr. No.</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount</b>
1	Design, supply, installation, testing & commissioning of passenger lifts having 6 stops @ 0.65 m/s as per data sheet along with detailed scope of work.	2	Nos.		
2	Comprehensive Annual Maintenance Charges after the end of Defect Liability Period of 12 months				
2.1	1 <sup>st</sup> Year	2	Job		
2.2	2 <sup>nd</sup> Year	2	Job		
2.3	3 <sup>rd</sup> Year	2	Job		
2.4	4 <sup>th</sup> Year	2	Job		
2.5	5 <sup>th</sup> Year	2	Job		
	<b>Total Amount</b>				
	Add Goods & Service tax as applicable				
	<b>Grand Total</b>				

Date: -

Signature of the bidder:-

Place: -

Full Name:-

Designation:-

(Office seal of the bidder)

## 7. SPECIAL TERMS AND CONDITIONS OF CONTRACT

E-TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF TWO Nos. OF LIFTS IN USHA MITTAL INSTITUTE OF TECHNOLOGY BUILDING AT SNTD WOMEN'S UNIVERSITY, JUHU CAMPUS

Definitions:

OWNER / CLIENT will mean	SNTD Women's University or its authorised representative.
CONTRACTOR will mean	M/s.
CONSULTANT will mean	Any Specialist CONSULTANT appointed by the OWNER/ ARCHITECT to design specialised part of the Project and supervise quality of the same.
MILESTONE will mean	Established progress completion dates set forth.
CONTRACT SCHEDULE will mean	Time schedule agreed by the parties for the completion of project.

### 1. Scope of Work

The scope of work shall include the following:

- a) Design & manufacture of passenger lifts along with all accessories / components.
- b) Delivery of lifts to Usha Mittal Institute of Technology building at SNTD Women's University, Juhu Campus, Mumbai including packing, handling, transporting, clearing, loading, unloading at ports in India and unloading at site in Mumbai.
- c) Erection, testing & commissioning of lift equipment as per technical specifications and checklist for performance test of lift installations, obtaining operating approval and license from lift inspectorate and handing over the lifts to University.
- d) Providing all-inclusive service including all spares, etc. during defect liability / warranty period and subsequent Annual Maintenance Contract for the committed period of 5 years (minimum) from the date of handing over of the lift installation to the University.
- e) All engineering, equipment, tools, plants, labour, consumables and permits required to satisfactorily complete installation of lifts.
- f) Any other ancillary work, related to but not mentioned above, required for completion of the job.
- g) Obtaining all statutory permissions / PWD lift license.
- h) Civil Work, Scaffolding and Electrical Work shall not be in the scope of the Contractor. The University shall deploy other agencies and carry out the work as per the requirement of the lift Contractor.

All works are to be executed as per the detailed drawings and instructions given by the Architect/Consultants.

### 2. Contract Period:

Time of execution of work will **be 30 Days.**

- a) Delivery of Lifts: The lifts and accessories shall be delivered within 3 to 4 weeks from the date of receipt of advance payment.
- b) Installation & commissioning of Lifts: The installation of lifts should be completed within 30 days' tie including commissioning.

### **3. Site Office, Godown, Labour Camp, etc.**

- 1.1. Contractor shall not be given space by the Client/Owner for his office unless specifically agreed by them in writing. Contractor shall check with Owner about the space required by him for his site office, before quoting for the work.
- 1.2. Godown: The Contractor shall construct a sound, secure, water-tight Godown sufficient for storing materials at his own cost. The Contractor shall check with Owner if such space is available.
- 1.3. Labour Camps: The Contractor shall not be given space to put up labour camps.
- 1.4. The Contractor shall make adequate sanitary arrangements for the staff and workers, which shall conform to the rules and regulations of SNTD and the local authorities.

### **4. Independent and Experienced Contractor**

The Contractor shall work as an independent Contractor and not agent of Owner, Architect or any of the Consultants appointed for the project.

The Contractor represents that he is fully experienced, properly qualified, registered, licensed, equipped, organised and financed to perform the works under this contract. The Contractor represents that he understands the specifications, nature and present scope of work and claims that he has carried out similar work and worked under similar specifications and he is conversant with good engineering practices involved in civil construction. The Contractor promises to execute the work in a professional manner in the given time frame and as per good engineering practice and will hand over the project in trouble-free condition, even at times by suggesting additional specifications, (at extra cost) if the need arises.

Attention of the Contractor is drawn to the fact that the Contractor has to guarantee to the performance of each item of work mentioned in the B.O.Q. of this contract. The work should not have any defect left after handed back to the Owners.

The Contractor shall test and verify accuracy, strength, reliability of his materials, equipment, systems used to carry out work and he will be solely responsible for its performance, safety while executing the performance and he will indemnify Owners, Architects and Consultants of any damages or consequential damages in case of its failure for any performance-based specifications. Approval from the Owners, Architects or his Consultants to design, specifications of his equipment, will not absolve Contractor from his sole responsibility and obligations which have to be met solely by him.

### **5. Authorized Representative**

Before starting the work the Contractor shall appoint and inform the Owner in writing the name of the authorised representative who will represent him and is empowered to take the decisions on behalf of the Contractor and the limitations of the representatives. If the work is suspended, he shall be available for discussions at all times with the Owner. All the communications made with the authorised representative will be binding on the Contractor. Any change in the authorised representative will be informed to the Architect sufficiently in advance. All the correspondence regarding the CONTRACT will be addressed and sent to the Owner, unless otherwise informed.

### **6. Contractor's Staff**

Contractor shall appoint full-time experienced engineers, supervisors, etc., in the different fields of engineering and who have sufficient previous experience of similar nature of work. Contractor shall inform Architects and convince him about adequacy of his staff. He will have to appoint additional staff, if in the opinion of the Architect it is necessary to do so in the interest of work. Such staff shall

not be removed unless alternative arrangements are made for replacement and only after informing the Architect.

Contractor shall get his sub-Contractors/Bidders approved from the Owner before they are allowed to work at site.

## **7. Applicable Laws, Rules and Regulations**

Contractor shall be responsible to comply with regulations of the local authorities & all applicable laws of Government of India, State, at which the site is situated and the state in which contract is signed, in effect the time of the duration of contract will apply to the contract and the Contractor.

In case of any discrepancy in the contract, the law of the country will prevail.

If any law is changed during the performance of the contract, and which has an effect on the performance and price of the contract, the same shall be brought to the notice of Owner. In such a case an equitable solution should be found within one month of the time it was brought to the attention of the Owner, in writing.

Contractor shall comply with the instructions of Architect and maintain all books; registers, challans, bills and documents related to work and maintain the records applicable under any law of local authority, state-govt. or central-govt. Or the general norms followed for the similar contract.

Owners have the right to deny access to any worker, staff or Contractor's representative by giving the Contractor a written notice, in case any default on their part in complying the provisions of contract or any law.

Contractor will perform all his obligations applicable under the labour laws which are applicable for the work to be performed under this contract. The copies of all the licences/documents required under the laws shall be maintained by the Contractor at site and a copy of the same will be given to the Owner.

Due to the omission on the part of the Contractor, if the Owner is liable to pay to the Government agency, under any provisions of the applicable laws in force at the time of signing the contract, the Owner will make such payment without referring to the Contractor. Such amount will be deducted from the amount due to the Contractor.

## **8. Permits**

Except as otherwise specified, the Contractor shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspections performed by Architect or Owner and shall furnish any documentation, bonds, security or deposits required to permit performance of the work.

This clause does not cover payments made to statutory authorities for Building permits / sanctioning of plans, etc.

## **9. Security**

The Contractor shall provide identity cards to his workers and his staff with their photographs and names written on it. It will be necessary to get records of staff and workers checked from local police station as the site is a university for women.

The Contractor shall make his own security arrangements of work in progress, equipment at site, materials received (including those supplied by Owner, if any) at site.

As the site is situated in the existing working campus of the Owner, the Contractor shall take proper precautions and ensure that no one:

- a. Damages Owner's property by the actions of his workers and staff.
- b. Enters in their premises.
- c. Interferes or obstructs the use of their premises.
- d. Obstructs the access to their premises.
- e. Uses their facilities.

The Contractor shall comply with the Owner's security requirements for the work site. Such compliance will not be limited to the above and will not relieve the Contractor of his obligation for maintaining proper security nor will it relieve him of his responsibility to establish and maintain secured conditions at the work site.

## **10. Tender drawings**

The tender drawings are meant for guidance only and may not represent exact size and shape but will give a fair idea of the work involved. Complete list of tender drawings available for inspection is given elsewhere in the tender.

Contractor shall examine the relevant tender drawings (which shall be issued along with the tender documents) and specifications of work. No claims shall be entertained for the assumptions made by the Contractor, if any. Contractor shall not write any comments/conditions/figures or change the tender by writing on the same in any manner.

In case price of item is quoted as lump sum item in the B.O.Q. the work described in the tender drawings will be added to the work described in the item of work in the schedule as if it is included in the scope of work where lump sum price is quoted. No extra payment will be made for the work shown in the tender drawings.

## **11. Shop drawings, Data, Samples & Reports**

It is clearly understood that shop drawings are prepared by the Contractor. Architect/Consultant giving approval of shop drawings, and samples, and permission to proceed with the work does not constitute acceptance to design, method of working, testing or certificates submitted by the Contractor and does not relieve him of his responsibility of his contractual obligations.

### **11.1 Shop drawings**

Shop drawings shall be submitted under following cases whichever is applicable.

- a) All specialised items for which the Contractor draws the specifications.
- b) Large-scale drawings showing fixing details of fixers, equipment and showing co-ordination with other services.
- c) Showing any changes in layout in the Consultant's drawings.
- d) Equipment layout, ducting, piping and wiring diagram.
- e) Manufacturer or Contractor's fabrication drawings for any materials or equipment supplied by him.

The Architect will give the Contractor design drawings of various parts and sections of the project. These drawings will give all the information to the Contractor to prepare shop drawing for the work. The Contractor shall check immediately the specifications and compared the same with the drawings. He will also check whether all the information required is available in the drawing and if any

discrepancy, if exists should be pointed out to Architect/Consultant, in writing.

Based on the design drawings, the Contractor shall prepare and submit **four copies** of the shop drawings to Architect for himself and/or to his consultants.

The shop drawings shall be submitted at the Mumbai office of the Architect/Consultant. The Contractor shall also submit all the required information/calculations along with the shop drawings. In case of incorrect information/discrepancy, the Contractor shall arrange to depute a competent person to the Architect/Consultant's Mumbai office to explain/clarify the details in the shop drawings. Under no circumstances the distance between site of work and the Architect's office, the expenses involved in deputing a person or the extra time required will be entertained as an excuse to condone the preparation of shop drawings.

The Contractor shall submit four copies of catalogues, manufacturer's drawings, equipment characteristics data or performance charts as required by the Architect/Consultant.

The Architect/Consultant will send two copies of the approved drawings to the contractor with any one of the following comments:

- i. Approved for Construction (AFC)
- ii. Approved as noted (AAN)
- iii. Rejected and to be revised 'or' Revise and Resubmit (RAR).

However, the Contractor shall not carry out the work unless he receives the design and/or shop drawing with a stamp of Approved for Construction.

Such Approved for Construction (AFC) drawings will form part of the contract and if there is any change in the original specification as a result of AFC drawings such change should be brought to the notice of Architect / Owner and change order is to be made before such item is executed.

Any variation between AFC drawings, Good for Construction (GFC) drawings and tender drawing will not make the contract void and the Contractor cannot refuse to carry out the work as per AFC drawings.

### 11.2 Reports and Review Meetings

The Contractor shall submit **3 copies** each of the following reports:

No.	Report	Duration
1.	Quality Control	Whenever requested
2.	Progress Report and comparison with approved schedule, information required and reasons for delay, if any.	Every two weeks

The reports mentioned above shall include the following information:

#### Fortnightly Progress Reports

The Contractor shall submit on first day of each month an updated **M.S. PROJECT** report showing the actual rate of progress till that day. The report will include 2 copies of photographs, with the date on which it is taken, of post card size for work in progress, as directed by the Owner. In the event of actual rate of progress falls behind the scheduled progress as indicated in the bar chart the Contractor shall accelerate the works within next 7 days so as to make up the lost works and time within 15<sup>th</sup> of each month to the satisfaction of the Architect.

The monthly report shall also include resource planning for the next month and also the expected value of the next month's R.A. bill.

### Site Register

The Contractor shall maintain at the site, a diary showing an accurate record of the progress of the works, item-wise the number of men employed under each trade, plant and equipment operating at site. Reasons for stoppage of work will also be noted in the register.

### Review Meetings

A senior representative of the Contractor (Senior than the Site Manager) shall attend weekly review meetings at the work site. The Contractor shall give the list of information required by him, in writing, to the Architect well in advance. In addition, co-ordination meetings shall be called monthly or fortnightly, as the need be. The meeting will be attended by the Owner/Owner's representative, Consultants, Architect and the Contractor (partner/chief executive) to review the progress of work and sort out problems, if any, with an idea of ensuring the completion of the project within the stipulated time period.

## **12. Specifications**

Entire work shall be as per specifications given in the tender, which will be taken as minimum specifications and as per relevant specifications of INDIAN STANDARD SPECIFICATION in case the specifications are not given in the contract.

Contractor shall inform Architect about deficiency in specifications, if any, at the time of submitting the tender and get the clarifications about the specifications. In case of deficient specifications found by the Contractor, affecting his performance guarantee, he must suggest his specifications at the time of finalising the contract and settle the revision in the rates quoted by him in the tender.

At no time the Contractor shall give excuse of defective/inadequate specifications for not providing the building which is free from defects and will be responsible for the quality of work executed by him.

## **13. Right to delete part of work**

The Architect have the right, at their discretion, to add or delete any item in part or full and/or to alter any drawings and the Contractor shall not be entitled for any compensation for such commission. However, the Owner cannot award such work, omitted from the Contractor's agreed scope of work, to another agency without permission of the Contractor. However, in the opinion of Architect, if the quality of the work executed by the Contractor is not satisfactory, the Architect will have authority to get the same work done by any agency of his choice at the expense of Contractor. The Architect's decision in this regard will be final, binding on the Contractor and without appeal.

In case of any of the items in the scope of this tender are given to any agency for execution, because of Contractor's inability to perform the work in a manner acceptable to Architect, and if the agency claims extra amount due to extra work necessary to be re-done because of the main Contractor's defective workmanship, all such extra amounts claimed by that agency, will be deducted from the main Contractor's dues. Or if, there are no dues to the main Contractor, this extra amount will be deducted from his retention money.

## 14. Contract Schedule & Mile Stones

### 14.1 Time and Starting Date

No extension of time will be allowed due to change in quantity within the limits specified elsewhere in the contract unless satisfactory justification is given to the abnormal increase in the quantity affecting schedule of work.

Site shall be considered as handed over to the Contractor on the date of letter of intent though Contractor shall not have any **lien** on the site.

Contractor shall be given 7 days from and including the date on the letter of intent to start work and time period will be calculated from the 8th day from and including date on which letter of intent was handed to the Contractor.

### 14.2 Milestones

Contractor Should submit the Milestones and should stick with these milestone without hampering Quality of Work.

### 14.3 Contract Schedule

Within 7 days of the issue of letter of intent/work order, Contractor shall prepare bar chart on **M. S. PROJECT ONLY showing linking of each activity and critical path** and finalise the same in consultation with the Owner before mobilization advance is paid to the Contractor. This bar chart will also indicate inputs from Architect and Owner. The bar chart shall include procurement of materials, approval of samples, drawing requirements along with proper linkages. The bar chart should include and confirm the milestones to be achieved as mentioned in the contract elsewhere.

Not submitting the bar chart in appropriate form could lead to delay in payment of mobilization advance. The Contractor will not be eligible to claim extension of time or damages in any form if the delay in payment of mobilization advance due to above reason.

Contractor shall carry out work as per bar chart.

If at any time the Contractor's actual progress does not conform to milestones mentioned in clause 14.2 above, the Owner/Architect will notify the Contractor to improve upon his progress. The Contractor upon such notification must improve his labour, number of shifts, material position, and equipment, etc., without additional cost to the Owner. Failure to issue such notice will not relieve Contractor of his obligation to achieve the necessary progress and milestones. Failure to act on the notice of Owner/Architect shall be sufficient grounds for termination of the contract.

Owners have the right to terminate the contract, without prejudice to the other rights and compensations to be recovered from the Contractor and without any compensation payable to the Contractor, if the Contractor fails to achieve the milestones as agreed by both parties. Under the circumstance Contractor shall vacate the site within one month of such termination notice.

## 15. Termination

Owner reserves the right to terminate the contract at intermediate stage and charge the Contractor liquidated damages at the agreed rate in case

- Contractor fails to execute the project as per agreed milestones,
- Architect feels that Contractor will not be able to complete the work as per schedule.

- Persistent default in quality of work not as specified and not acceptable to the Architect/Consultant.

No compensation will be granted for such termination of the contract. Contractor shall prepare his final bill within one month of notice of such termination of work is given to him. Contractor shall not prevent another Contractor from moving on to site after such notice is given. Owner shall settle Contractor's bill within 45 days including time required for certifying the bill. Any additional time in settling the bill will attract interest burden at the rate of 12% per annum on the net amount due to the Contractor, as per certificate of Architect.

## **16. Performance Bond-cum-Security Deposit**

Successful Contractor, within 7 days of letter of intent, shall submit irrevocable and unconditional security Bank Guarantee for 5% of contract value in the approved form, towards the guarantee of successful completion of contract as per specifications and time.

This guarantee shall be valid from the date of letter of intent till 90 days after final completion date of project.

This guarantee will be released after ascertaining that there is no claim against the Owner and/or Contractor from any party and after ascertaining that Owner has no claim on the Contractor.

This deposit shall be forfeited if Contractor refuses or fails to complete the project as per terms of the contract.

## **17. Finance and Payments**

### **17.1 Mobilization Advance**

Mobilization Advance and material advance shall be paid if University higher authority feels so. To obtain advance Contractor has to submit request letter. The request letter should not be considered as a confirmation of payment, rights of such payments reserved by the university. Contractor should not stop work because of non-payment of advance he must have arrange sufficient funds to start the work.

### **17.2 Secured Advance**

No secured advance shall be paid.

## **18. Bills and Procedure for payments**

Payment will be made as per the below schedule:

- |  |   |                     |
|--|---|---------------------|
| 1. Stage 1 : Supply of Material              | : | 40% of Cost of work |
| 2. Stage 2 : Installation of Lift            | : | 40% of Cost of work |
| 3. Stage 3 : Testing & Commissioning of Lift | : | 20% of Cost of work |

**Note:** Retention money will be deducted as specified in detail tender notice.

## **19. Taxes**

**The Contractor will be reimbursed statutory increase made by the Government in taxes, after the award of this work, which have direct financial effect on the quoted rates after producing documentary evidence of its levy and subsequent payment. The amount equal to the increase will only be paid and no extra on any other account will be paid.**

Likewise, if there is statutory decrease, it will be deducted from the bills raised by the Contractor.

## **20. Retention money**

5% value of the cost of the work shall be retained from every running bill towards retention money. No interest will be paid on the retention amount. This retention money will be retained in the form of cash. 50% of the retention money will be released on Architect issuing final completion certificate. And remaining 50% of the money which can be in the form of Bank Guarantee, will be released after two years after the final completion certificate after deducting for the expenses made by the Owner on cost of rectification/replacement of defective work or any other claim by the owner, in case Contractor refuses to carry out such rectification/replacement of defective work as may be advised by Architect. The defects liability period of such work will be extended by one more year from the date of rectification/replacement.

## **21. Interest on delayed payments**

Any reasonable delay in making payments will not vitiate the schedule or make contract void. Contractor will be entitled to charge interest on delayed payment. Contractor will be entitled for extension of time (without any claims other than interest and escalation) for persistent delays in making payments. Contractor has a right to stop the work if his two successive bills certified by Architect remain unpaid. In such a case, Contractor can claim the damage due to idle time and labour to be certified by Architect/consultant, whose decision will be binding on Owner and Contractor and will be out of purview of arbitration.

## **22. Guarantees Warranties to be submitted by the Contractor**

The entire Bank Guarantees to be submitted shall be irrevocable, unconditional and without referring to the Contractor.

All Bank guarantees shall be from a NATIONALIZED BANK ONLY.

## **23. Inspection, Quality Surveillance, Rejection of Materials and Workmanship**

All material and equipment furnished and work performed shall be properly inspected by Contractor at his expense, and shall at all times be subject to quality surveillance and quality audit by Architect or his authorised representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of Contractor and its suppliers and sub-Contractors/Bidders of any tier for such quality surveillance of audit. Contractor shall provide safe and adequate facilities, drawing, documents and samples as requested, and shall provide assistance and co-operation including stoppage of work to perform such examination as may be necessary to determine compliance with their equipment's of this contract. Any work covered prior to any quality surveillance or test by Architect shall be uncovered and replaced at the expense of Contractor if such covering interferes with or obstructs such inspection or test. Failure of Architect to make such quality

surveillance or to discover defective design, equipment, materials or workmanship shall not relieve Contractor of its obligations under this contract nor prejudice the rights of Owner thereafter to reject or require the correction of defective work in accordance with the provisions of this contract.

If any work is determined by Architect to be defective or not in conformance with this contract the provisions of the general condition titled "warranty" shall apply.

## **24. Testing**

Unless otherwise provided in the contract, testing of equipment, materials or work shall be performed by contract at its expense and in accordance with contract requirements. Should Owner desire tests in addition to those required by this contract, Contractor would be given reasonable notice by Architect to permit such testing. Such additional test will be at Owner's expense.

Contractor shall furnish samples as requested and shall provide reasonable assistance and co-operation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

## **25. Warranty**

Contractor shall submit draft copies of all WARRANTIES that would be required to be submitted by the Contractor as per the conditions of contract along with the duly-filled tender proposal.

All workmanship shall be first class and performed in accordance with sound construction practices acceptable to Architect. All equipment, materials and workmanship shall also conform to the requirements of this contract.

Contractor warrants all equipment and material it furnished and all work it perform against defects in design, equipment, materials or workmanship for a period from work commencement to a date **twenty-four (24) months** after acceptance of the work.

If at any time during the warranty period, Architect, Owner or Contractor discovers any defect in the design, equipment, materials, or workmanship immediate written notice shall be given to the other parties. Contractor shall within a reasonable time propose corrective actions to sure such defects to meet the requirements of this contract act as follows:

1. Provide preventive & routine maintenance and 24 hour emergency call-back service for 24 months commencing on date of final acceptance by the University.
2. Rework, repair, or remove and replace defective equipment and materials or re-perform defective workmanship to acceptable quality at a time and in a manner acceptable to Architect.
3. Co-operate with other agencies assigned by Architect to correct such defects and pay to Owner all actual costs reasonably incurred by Owner in performing or having performed corrective action. or
4. Propose and negotiate in good faith an equitable reduction in the contract in lieu of corrective action.

All costs incidental to corrective actions including demolition for access, removal, disassembly, transportation, and re-installation, re-construction, re-testing and re-inspection as may be necessary to correct the defect and to demonstrate that the previously defective work conforms to the requirements of this contract shall be borne by Contractor.

Contractor further warrants any and all corrective actions it performs against defects design equipment, materials and workmanship for a period of twenty four (24) months in addition to any existing warranty period, following acceptance by Architect.

## **26. As-Built Drawings**

At the time of submitting final bill or within 30 days of it, the Contractor will submit as-built drawings of items which have been executed by him or for proprietary items, items for which the Contractor had sought deviations from working drawing, catalogues, guarantees, warrantee manuals of equipment, maintenance manuals to the Architect. All the revisions, variations in the original drawings and contract must reflect in the As-Built Drawings. The Contractor will submit two hard copies of the complete set of drawings and two soft copies of the same in the format as specified by the Architect. Final payment will not be made unless As-Built drawings are received by Architect/Owner. Contractor shall issue a certificate to state that the As-Built drawings are accurate and complete after recording all deviations. The Architect will sign the acceptance of such as-built drawings before final payment is released.

## **27. Defective work**

Defective work will not be measured if defects are found after the work was measured. The Owner / Architect will have right to delete the quantities of such defective work and reduce the cost of the work payable to the Contractor at any stage of the contract, till the defective work is rectified. All the tolerances will be as per relevant I.S. Codes, and in special cases also at the discretion of the Architect.

## **28. Use of Completed Portion of Work**

Not Applicable.

## **29. Non - waiver**

Failure by Architect or Owner to insist upon strict performance of any terms or conditions of this contract, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to properly notify Contractor in the event of breach, or the acceptance of or payment for any goods or services hereunder, or the review or failure to review design shall not release Contractor from any of the warranties or obligations of this contract and shall not be deemed a waiver of any right of Owner to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of work under this contract by Owner operate as a waiver of any of the terms hereof.

## **30. Virtual Completion**

Will be issued by architect after completed work satisfactorily.

## **31. Final Completion**

On final completion of work, the Owner, along with Architect and Contractor, shall inspect the work and shall give final approval, in the form of certificate for acceptance of work, for the work executed by the Contractor and certify that the work is complete as per terms and conditions of contract.

Contractor shall give an undertaking to the Owner that payroll, bills of materials and equipment, all charges by Contractor and sub-Contractors/Bidders and other indebtedness connected with the work have been paid for before final certificate of payment is given.

For any dispute arising out of this contract, the judicial jurisdiction will be Mumbai.

## **32. Insurance**

All the insurance cover as stated below will remain valid during till the contract is in force and the Owner accepts project. The contractor should provide Marine Insurance on an "All Risk" basis.

a. Workman's Compensation/Employer's Liability

The Contractor shall absolve the Owner of any payment on account of Worker's Compensation Act/Labour Rules/ESIS, if applicable/Provident Fund/Workers and Employees of Contractor's and their sub-Contractor's, etc., and any other regarding Indemnity Insurance as applicable by law of the country.

Contractor shall take all insurance policies as required by law.

b. Contractor's All-Risk Policy

Contractor shall take out insurance of any damage to property during construction to cover all risks. The value of such insurance shall be equal to total value of the tender + 10% of the replacement cost to cover, design and management cost and for covering the work.

c. Public liability policy

The Contractor will take out comprehensive insurance liability policy for personal injury and property damage. It will cover any third party, Owner, and Architect along with their representatives for personal injury of not less than Rs.10,00,000/- (Rupees Ten Lakhs Only) for any one claim per person and for Rs. 50,00,000/- in total per year, when they visit site. This will be in addition to the other insurance he has to take out as per various clauses of conditions of contract.

The above policies and the limits specified therein will not relieve Contractor of his obligation to pay the actual damages

Contractor will deposit two copies of all the above policies with the Owner out of which one will be marked with Attention of Architect within one week of accepting the Letter of intent/work order.

Contractor shall also provide to Owner/Architect copies of the insurance premium receipts in respect thereof and should the Contractor make default in insuring or continuing to insure as aforesaid the Owner may himself insure against any risk with respect of which the default shall have occurred and deduct a sum equivalent to the amount of premium so paid from any amounts due or to become due to the Contractor.

d. Contractor's plant and machinery

Contractor shall take out insurance of any damage to his own property during construction to cover all risks.

### **33. Indemnity**

- i. The Contractor shall indemnify the Owner member, officer and employee of the Owner against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any failure by the Contractor in the performance of the obligations of relevant labour laws, acts, regulations etc., and under the contract documents. The Owner shall not be liable for or in respect of any damage and or compensation payable by law in respect or in consequence of any accident or injury to any workmen or any other person in employment of the Contractor or his sub-Contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation against all claims, damage, proceedings costs, charges and expenses whatsoever in respect there of or in relation thereto. **He will indemnify Owners, Architects and Consultants of any damages or consequential damages in case of its failure of the system, materials employed by him for executing work as stated elsewhere in this contract.**

- ii. Should the Owner have to pay any money in respect of such claims or demand as aforesaid the amount so paid and the costs so incurred by the Owner shall be charged to the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payment, notwithstanding same may otherwise to the contrary. The above-mentioned amounts shall be deducted from Contractor's dues.
- iii. In every case which by virtue of the provision of Workmen's Compensation Act, or other applicable provision of any other Act in force the Owner pays compensation to Contractor's workers during the execution of works, the Owner will recover from the Contractor's the amount of the compensation so paid and without prejudice to other rights, the Owner shall be at the liberty to recover such amount or sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any act, except on the written request of the Contractor and upon his right giving right becoming liable in consequence of contesting such claims.

### **34. Units**

In units of schedule of quantities, the abbreviations shall mean following:

<b>Cu. M</b>	<b>=Cubic Metre</b>
<b>R. M. or R. Mt</b>	<b>=Running Metre</b>
Sq. M	=Square Metre
MT.	=Metric Tonne
Q. R.	=Quote Rate Only

### **35. Sub-Contractors/Bidders**

The Contractor is not allowed to sublet the work.

### **36. First Aid Facilities**

Where Owner has first aid facilities at the job site they may, at their option, make available such first aid facilities for the treatment of employees of Contractor who may be injured or become ill while engaged in the performance of the work under this contract. Contractor should provide his own First-Aid Kits at the site.

If first aid facilities and/or services are made available to Contractor's employees then, in consideration for the use of such facilities and the receipt of such services, Contractor hereby agrees:

1. To include as part of its obligation under the general condition titled "indemnity" the obligation to release, defend, indemnify and hold harmless Architect, Architect and Owner from all claims, demands and liabilities arising from the use of such services or facilities and
2. In the event any of Contractor's employees require off site medical services, including transportation thereto, to promptly pay for such services directly to the providers thereof.

### **37. Safety Precautions& Compliances**

To ensure effective enforcement of the Rules and Regulations relating to Safety Precaution, the arrangement made by the Contractor shall be open to inspection by the Welfare Officer, or Safety Engineer or any persons nominated by the Owner or their representatives.

The Contractor shall be solely responsible for conducting operations under this contract to avoid risks involved in performing the work to all concerned.

He should follow, as a minimum, the following safety codes but not limit himself to only those mentioned below.

1. In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions mentioned in the following:

Safety codes of CPWD  
Indian Standards Institution  
The Electricity Act  
The Mines Act  
OWNER safety policy  
Any other Act as applicable

2. Before starting construction work, Contractor shall consult Architect and he (Contractor) must make safety plan to their satisfaction.
3. The Contractor should strictly follow all the existing labour laws, and also should execute the work strictly adhering to the following labour regulating & safety codes.
  - 1) No labour below the age of 18 years shall be employed on work.
  - 2) The Contractor shall not pay less than what is provided under law to labourers engaged by him or his sub-Contractors/Bidders on this work
  - 3) In respect of all labour, directly or indirectly employed in the work for the performance of Contractor's part of this agreement the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of CPWD, Indian standards institutions, the Electricity Act, the mines act and such other acts as applicable.

The Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions.

Some of the safety rules of CPWD as set forth herein.

- 1) Contractor shall maintain First Aid facilities for his employees and those of his Sub-Contractors/Bidders.
- 2) Contractor shall make outside arrangements for Ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to the resident engineer prior to start of construction and their telephone number shall be prominently posted in Contractor's field office.
- 3) All critical industrial injuries shall be reported promptly to the resident engineer, as also copy of Contractor's report covering each personal injury requiring the attention of a Physician shall be furnished.
- 4) No person shall carry any photographic files, inflammable materials within the premises of the projects.
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such

persons or which may with the consent of the Contractor be paid to compromise any claims by any such persons.

- 6) Ladder shall be extended from bottom of the trench to at least one meter above the surface of the ground. The size of the trenches, which are 1.5m, 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 to collapse. The excavated material shall not be placed within two meters of the edge of the trench or the trench depth whichever is more. Cutting shall be done from top to bottom with proper slope. Under no circumstances shall undermining or undercutting be done.
- 7) All necessary personal safety equipment, as considered adequate by Resident Engineer, should be kept available for the use of the persons employed on site and maintained in a condition suitable for immediate use, and Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 8) Those engaged in welding and cutting works, shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- 9) Suitable face masks should be supplied for use by the worker when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 10) Every rope used in hoisting or lowering materials or as a means suspension shall be of durable quality and adequate strength and free from patent defects.
- 11) In case of every hoisting machine and of every chain ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above in this paragraph shall be plainly marked with safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any other gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 12) As regards Contractor's machine, the Contractor shall notify the safe working load of the machines to the Architect wherever he brings any machinery to site of work and get it verified by the Architect, if he so desires.
- 13) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce, to the minimum risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum, the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mass working apparels such as gloves, sleeves and boots and insulated tools as may be necessary should be provided. The workers shall not wear any rings, watches and carry key or other materials, which are good conductors of electricity.
- 14) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

These safety provisions should be brought to the notice of all concerned by displays on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

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 Welfare Officer, Resident Engineer or Safety Engineer of the Owner or their representatives.

Notwithstanding the above clauses, there is nothing in these to exempt the Contractor from the

operations of any other act or rules in force in Republic of India.

### **38. LabourLicence**

The Contractor shall obtain work-permit & labour-licence for the number of people to be employed. The contractor shall ensure that the number does not exceed the limit, as specified in the licence, at any point of time. The contractor should ensure minimum wages and also the other statutory benefits to the workers.

### **39. Statutory Records & Safety Precautions**

The Contractor shall maintain attendance registers, muster-roll, record of ESIC & P.F. numbers for each worker including the supervisors. The contractor shall register each workman under Building Contract Labour Act with the labour department. The contractor shall submit the bills along with the P.F. & ESIC challan.

The Contractor shall ensure that all the workers follow the safety procedures. Contractor shall give them Personal protective Equipment / safety-kit for the safe working environment.

**Note: Time period will be taken as time from 08<sup>th</sup> day from the date of issue of letter of intent to time of final completion. However the defects mentioned before completion will have to be rectified by the Contractor at his expenses only after which final completion certificate will be given. Contractor's defects liability period will start after final completion certificate is issued.**

### **List of Warranties to be submitted by the Contractor**

**40.** Final check list of entire work will be issued to contractor after LOI and contractor will follow the same during execution of work.

## PART-II:

### 01. e-TENDER TIME SCHEDULE

Sr. No.	Activity	Performed by	Start		Expiry	
			Date	Time	Date	Time
1	<i>Release of Tender</i>	<i>UMIT</i>	<i>04-06-2018</i>	<i>11.00</i>	<i>05-06-2018</i>	<i>17.00</i>
2	<b>Tender Download</b>	<b>Bidders</b>	<i>05-06-2018</i>	<b>17.01</b>	<i>18-06-2018</i>	<b>17.00</b>
3	<b>Bid Preparation</b>					
4	<i>Superhash Generation &amp; Bid Lock</i>	<i>UMIT</i>	<i>18-06-2018</i>	<i>17.01</i>	<i>19-06-2018</i>	<i>17.00</i>
5	<b>Control Transfer of Bid</b>	<b>Bidders</b>	<i>19-06-2018</i>	<b>17.00</b>	<i>22-06-2018</i>	<b>17.00</b>
6	<i>Envelope 1 Opening</i>	<i>UMIT</i>	<b>26-06-2018</b>	<i>11.00</i>	<b>27-06-2018</b>	<i>17.00</i>
7	<i>Envelope 2 Opening</i>					

\*Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice / Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

## 2 .INSTRUCTIONS TO BIDDERS

### **GENERAL INSTRUCTIONS:**

The bidders are requested to familiarize themselves with the use of the E-Tendering portal of Government of Maharashtra well in advance.

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra: <https://allgom.maharashtra.etenders.in>**

The Contractors/Bidders participating first time for e-Tenders on GOM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

**e-Tendering Tool Kit for Bidders** (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of tender document through on-line modes of payment such as net banking, debit card and credit card during tender document download stage. This payment will not be accepted by the department through any offline modes such as cash, cheque or demand draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested Contractors/Bidders / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1092/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (SifyNex Tenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GOM e-Tendering Help Desk on number: **020 – 3018 7500 (Mumbai Helpline)**,  
**Email: [support.gom@nextenders.com](mailto:support.gom@nextenders.com)**.

**For a bidder, online bidding process consists of following 3 stages:**

1. Online Tender Document Purchase and Download
2. Online Bid Preparation
3. Online Bid Submission

**All of 3 stages are mandatory in order for bidders to successfully complete Online Bidding Process**

## **PURCHASE AND DOWNLOADING OF TENDER FORM:**

The tender document is uploaded /released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of <https://maharashtra.etenders.in>. on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through on-line payment modes i.e. **Net Banking, Debit Card, Credit Card, RTGS/NEFT**. Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

**Note -The Tender form will be available online only. Tender forms will not be sold / issued manually from SNTD Women's University office.**

## **PREPARATION & SUBMISSION OF BIDS**

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

### **ONLINE BID PREPARATION**

#### **1. TENDER FORM FEES:**

The Tender fee as mentioned above require to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Tender Document Download Stage.

#### **2. EMD:**

The EMD as mentioned above to be paid through Online Payment modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

(The bidders are advised to apply for the refund of their EMD amount within a month, if they are not selected.)

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

## **TECHNICAL BID**

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Preparation stage**.

<b>Sr. No.</b>	<b>List of Documents to be uploaded</b>	<b>Compulsory</b>
1.	Scanned and certified copy of Name and address (Company profile such as detailed information about Institution (Agency), name of proprietor, number of employees, telephone no. In case of partnership firm – name and address of the partners and copy of Partnership Deed etc.)	✓
2.	Scanned and certified copy of Registration/Shop and Establishment License /Certificate of Dealership/ Certificate of incorporation whichever is applicable.	✓
3.	Scanned and certified copy of GST Certificate with latest return	✓
4.	Scanned and certified copy of PAN Card	✓
5	Scanned and certified copy of the Annual Audited Accounts of last three years duly signed by the Chartered Accountant. <b>(ITR will not be considered.)</b>	✓
6.	Scanned and certified copy of the Work experience certificates from the vendors for continuous existence in core business for last five years. (One certificate per year. No purchase orders please.)	✓
7.	Scanned copy of list of clients for last five years.	✓
8.	Scanned copy of the MSME certificate, if any	✓
9.	Scanned and certified copy of the tender document with stamp, seal and signature of the authorized representative.	✓
11.	Undertaking as Annexure - I	

## **COMMERCIAL BID**

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

All financial offers must be prepared and submitted online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation** stage).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

## **ONLINE BID SUBMISSION**

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

## **INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION**

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of Bid Preparation, the bidder is required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidder will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of Bid Preparation should be completed within the pre-scribed schedule given for bid preparation.

After Bid Preparation, the bidder is required to complete Bid Submission activity within pre-scribed schedule without which the tender will not be submitted.

Interested Contractors/Bidders / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1092/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (SifyNexTenders) at the time of commencing Online Bid Submission stage of the tender schedule.

Non-payment of processing fees will result in non-submission of the tender and Department will not be responsible if the bidder is not able to submit their offer due to non- payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (E-Payment Options) has been provided under [E-Tendering Toolkit for Bidders](https://maharashtra.etenders.in) section of <https://maharashtra.etenders.in>

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The bidders should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The bidder will not be communicated separately regarding the amendment.

## OPENING OF TENDERS :

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure only in the presence of bidders.

Bids shall be opened either in the presence of bidders or it's duly authorized representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

### A) TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the bidder will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the bidder should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the bidder fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the bidder.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said bidder's Commercial Envelope will not be considered for further action but the same will be recorded.

Decision of the tender opening authority shall be final in this regard.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

### B) ENVELOPE NO. 2 :- (FINANCIAL BID)

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only. The tendered rates shall then be read out in the presence of bidders who remain present at the time of opening of **Price Bid**.

#### 3.2 Acceptance of Tender: -

3.2.1 The acceptance of tender may be communicated to the Bidders telegraphically or otherwise by the tender opening authority.

**3.2.2** The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority, a valid and concurrent license issued in his favour under provisions of **the Elevators and Lifts Act, 2002**. On failure to do so, the acceptance of tender is liable to be withdrawn and earnest money forfeited.

**3.2.3** The tenderer whose tender is accepted will have to give an undertaking in writing to the effect that he/they will pay the labours engaged on the work, the wages as per Minimum Wages Act, 1948, applied to the zone in which the work lies and act accordingly.

**3.2.4** The Bidders shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Liability Act, 1938, Workmen's Compensation Act, 1961, The

Contract Labour (Regulation and Abolition) Act, 1979, and any modification thereof or any law relating thereto, and rules made there under from time to time.

**3.2.5** The Bidders whose tender is accepted is required to note that no foreign exchange will be released by the SNTD women's university.

**3.2.6** The Bidders 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 Bidders 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.

### **3.3 Security Deposit:-**

3.3.1 The successful tenderer shall have to pay 50% security deposit in cash through challan or in shape of Demand Draft issued by Nationalized Bank and complete the contract documents failing which his earnest money will be forfeited. The balance 50% security deposit will be recovered from the R.A. bills at 5% of the bill amount.

**3.3.2** In the event of failure of the tenderer to pay cash security deposit **within 10 days** (unless extended in writing by the University Engineer SNTD women's university) from the date of receipt of notice (sent by registered Post) of acceptance of his tender, the amount of earnest money shall be forfeited to University and the acceptance of his tender, shall be considered as withdrawn.

**3.3.3** All compensation or other sums payable by the Bidders under the terms of this contract or any other contract or on any account may be deducted from his Security Deposit or from any sums which may be due to him or may become due to him by University on any account and in the event of the security being reduced by reason of any such above noted deductions, the Bidders shall within 10 days of receipt of notice of demand from the Engineer-in-charge make good the deficit.

**3.3.4** There shall be no liability on the University to pay any interest on the Security Deposited by or recovered from the Bidders.

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

## PART-III:

### ARTICLES OF AGREEMENT

Agreement made at Mumbai this \_\_\_\_\_ day of 2018 BETWEEN "The Registrar, SNDT Women's University, Mumbai" (hereinafter referred to as the Owner which expression shall include it **successors and assigns**) of the one part, AND, M/s. \_\_\_\_\_ (hereinafter referred to as the Contractor which expression shall include his heirs, Executors, Administrators & Assigns) of the other part.

WHEREAS the Owner is desirous of Constructing **E-TENDER FOR Supply, Installation and commissioning of Two Nos of Lifts in Usha Mittal Institute of Technology building at SNDT Women's University, Juhu Campus, MUMBAI** has caused drawings and specifications describing the work to be done by the University.

**NET TOTAL COST: Rs. \_\_\_\_\_**

(In words Rs. \_\_\_\_\_) AND WHEREAS the Contractor has deposited as Security Deposit a sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) with the owner for the due performance of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the payments to be made to the contractor as hereinafter provided, he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the University and described in the said specifications and the said priced schedule of quantities.
- 2) The Owner shall pay the contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3) The drawings, specifications, and priced schedule of quantities above mentioned shall form the basis of this contract and the decision of the Engineer for the time being as mentioned in the conditions of contract in reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of clauses of this agreement or any other document attached hereto shall be final and binding on both parties and may be made a Rule of Court.
- 4) The said contract comprises the constructions above mentioned and all subsidiary works connected therewith within the said site as may be ordered to be done from time to time by the said University for the time being even though such works may not be shown on the drawings of described in the said specifications or the priced schedule of quantities.
- 5) The Owner reserves to himself the right of altering the drawings and nature of the work and adding to or omitting any items of the work or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
- 6) The said conditions and appendix thereto shall be read and continued as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.

7) All disputes arising out of or any connected with this agreement shall be deemed to have arisen in Mumbai and only the Hon'ble Court in Mumbai shall have jurisdiction to determine the same.

8) The several parts of this contract have been read to us and fully understood by us.

As witness our hands this \_\_\_\_\_ day of 2018.

SIGNED BY THE SAID

**OWNER**

IN THE PRESENCE OF

1.

2.

SIGNED BY THE SAID

**CONTRACTOR**

IN THE PRESENCE OF

1.

2.

**Form B**

Form of Bankers' Certificate from a Scheduled Bank for Certifying the Solvency of the Party

This is to certify that to the best of our knowledge and information that M/s. ....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of

.....

Rupees .....

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date:

(Signature)

Authorized Bank Representative

**Notes:**

- 1 Bankers certificates should be on letter head of the Bank.
- 2 In case of partnership firm, certificate should include names of all partners as recorded with the Bank.





**Form E**

**Performance Report of Works Referred to in Form B & Form C**

- 1 Name of the work / project location :
- 2 Agreement No. :
- 3 Estimated Cost :
- 4 Tendered Cost :
- 5 Date of Start of Work :
- 6 Date of Completion of Work :
  - i Stipulated Date of Completion :
  - ii Actual Date of Completion :
- 7 Amount of compensation levied for delayed completion, if any :
- 8 Amount of reduced rate items, if any :
- 9 Performance Report :
  - i Quality of Work : Very Good / Good / Fair / Poor
  - ii Financial Soundness : Very Good / Good / Fair / Poor
  - iii Technical Proficiency : Very Good / Good / Fair / Poor
  - iv Resourcefulness : Very Good / Good / Fair / Poor
  - v General Behaviour : Very Good / Good / Fair / Poor

Date:

(Signature)  
Authorized Client's Representative

## **CONDITIONS OF CONTRACT**

**Clause 1 :-** The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the contest include his heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the University Engineer up to 15 days if the SNTD women's university thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the SNTD women's university in cash to the Registrar, SNTD women's university sum sufficient which will make up the full security deposit specified in the tender or (B) (Permit University at the time of making any payment to him for work done under the contract to deduct such as will amount to 2.5 percent of all moneys so payable such deductions to be held by University by way of security deposit.) Provided always that in the event of the contractor depositing a lumpsum by way of security deposit as contemplated at (A) above, then and in such case, if the sum so deposited shall not amount to 2.5 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 2.5 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 University under the terms of his contract may be deducted from or paid by 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 University to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash or University securities endorsed and aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to, when paid in cash may, at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

If the amount of the security deposit to be paid in a lumpsum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded along with the payment of the final bill, if the date upto which the contractor has agreed to maintain the work in good order is over. If such date is not over, only 90% 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 provisions of clauses 17 and 20 hereof the amount of Security Deposit retained by University shall be adjusted towards the excess cost incurred by the department on rectification work.

**Clause 2 :-** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with, all due diligence (time being deemed to 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 University Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains un-commenced, or unfinished, after the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to

complete.

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  
Entire work in 1 month within time limit.

**\*\* Note** – The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in the blank space kept for the purpose by the officer competent to accept the contract after taking in to consideration the circumstances of each case and abide by the programme of detailed progress laid down by the University Engineer.

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

**Clause3:**In any case in which under any clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installment or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the University Engineer, on behalf of the University shall have power to adopt any of the following courses, as he may deem suited in the interest of the University.

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

**b)** To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the University Engineer as to the costs and 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 upto and take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the University Engineer as to all, the 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 shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the Contractor, the amount of excess shall be deducted from money due to the contractor by University under the contract or otherwise howsoever, or from his security deposit or the sale proceeds thereof provided, however that the contractor shall have no claim against University, even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clause (a), (b) or (c) is adopted by the University Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials, or entered into any engagement made any advances on account or with a view to the execution of work or the performance of the contract.

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

**Clause 5:-** In any case in which any of the powers conferred upon the University Engineer by clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waving of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future 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 University Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the University Engineer whose certificate thereof shall be final. In the alternative the University Engineer, may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools and plants, 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 University Engineer may remove them at the contractor's expense or sale 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 as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**Clause 6** - If the contractor shall desire an extension of time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the University Engineer before expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the University Engineer, or in the opinion of University Engineer, or Chief Engineer as the case may be if his opinion,

there were reasonable grounds for granting an extension, grant such extension as he thinks appropriate. The decision of the University Engineer in this matter shall be final.

**Clause 7:-** On completion of the work, the contractor shall be furnished with a certificate by the University Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall have the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish and shall have cleaned off, the dirt in or upon which the work has been executed or which he may have had possession for the purpose of executing the work, not until the work shall have been measured by the Engineer-in-charge or where the measurements have been taken by his subordinates until they have received approval from the Engineer-in-charge, the said measurements being binding and conclusive on the contractor. If the contractor fails to comply with requirements of this clause as to the removal of scaffolding surplus materials and rubbish and the cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Clause 8 :-** No payment shall be made for any work estimated to cost less than rupees one thousand till the whole of the work shall have been completed and a certificate of completion given, But in the case of work estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefor, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as 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 Engineer-in-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or reelected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or affect in any other way, the powers of Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect 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 Architect's certificate of the measurements and of the total amount payable for the work shall be final and binding on all the parties.

**Clause 9 :-** The rates for several items of work estimated to cost more than Rs.1000/- (Rupees One Thousand only) agreed to within shall be valid only if the item concerned is accepted as having been completed fully in accordance with the sanctioned specification. In cases, where the items of work are not accepted as so completed by the Engineer-in-charge, he may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

**Clause 10 :-** A bill shall be submitted by the Contractor in each month or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurements list shall be sufficient warrant, and Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**Clause 11:-**The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**Clause 12:-**If the specification or estimate of the work provides for the use of any special description of material to be supplied from the stores of the University or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or from the security deposit or the proceeds of sale thereof, if the security deposit is held in University securities, the same or a sufficient portion thereof shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of University and shall on no account be removed from site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition shall be returned to the Public Works Departmental store if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

**Clause 12(A):-**All stores of controlled materials such as cement, steel etc. to be supplied by University to the contractor should be kept by the contractor under lock and key and will be accessible for inspection by the University Engineer or his agent at all times.

**Clause 13:-**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 Contractors/Bidders shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive three sets of contract drawings 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 drawings if required by him, shall be supplied at the rate of Rs.5,000/- per set contract drawings and Rs.500/- per working drawing except where otherwise specified.

**Clause 14:-**The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for main work, 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 Schedule of Rates of the Division or at the rates mutually

agreed upon between the Engineer-in-charge and contractor, whichever are lower. If the additional or altered work for which no rate is available in the priced schedule of quantities is ordered to be carried before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case, he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute, the decision of the Building and Works committee will be final. Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alterations above referred to shall be within the scope of such designs drawings, and specifications appended to the tender.

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

**Clause 15:-1)** If at any time after the execution of the contract documents the Engineer-in-Charge shall for any reason what-so-ever (other than default on the part of the contractor for which he is entitled to rescind the contract) desire that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out at all, he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim for payment or compensation whatsoever by reason of or in pursuance of any notice aforesaid, on account of any suspension stoppage or curtailment except to the extent specified hereinafter.

**2)** Where the total suspension of the work ordered as aforesaid continued for a continuous period exceeding 90 days, the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving a 10 day's prior notice in writing to the Engineer, within 30 days of the expiry of the said period of the 90 days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice, the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice, the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any matter prejudice the right of the contractor to any further compensation under the remaining provision of this clause.

**3)** Where the Engineer required the contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of resumption of work after such

suspension for payment of compensations to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having 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 or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any suspension whatsoever occasioned unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive on the contractor.

**4) In the event of.....**

(i) Any and/or total stoppage of work on notice from Engineer under Sub clause (i) in that behalf.

(ii) Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub clause (2) on account of continued suspension of work for a period exceeding 90 days

**OR**

(III) Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitution in the specifications, drawings, designs or instructions under clause (14) 1 where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified in the tender is more than Rs.5000/- (Rupees Five Thousand only).

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

**Clause 16:-**Under no circumstances whatever shall the contractor be entitled to any compensation from University on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such occurring.

**Clause 17:-**If at anytime before the security deposit or any part thereof is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge 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 Engineer-in-charge in the written intimation aforesaid, the contractor shall be

liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-In-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

**Clause 18:-** 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 Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge and his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions or have 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:-** The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the same is so covered 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 Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given consent obtained the same shall be uncovered at the contractor's expenses, 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 :-** If during the period of **12 months** from the date of completion as certified by the Engineer-in-Charge pursuant to Clause-7 of the contract or **12** months after commissioning the work, whichever is later in the opinion of the University Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the University Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the University Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therefor in the said notice and/ or complete the same as aforesaid as required by the said notice, the University Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at cost of the contractor. The contractor shall forthwith on demand pay to the University, the amount of such costs, charges and expenses sustained or incurred by the University, of which the certificate of the University Engineer shall be final and binding on the contractor. Such costs, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of University, the same may be recovered from the contractor as arrears of land revenue. The University shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the University to the contractor either in respect of the said work or any other work whatsoever or from the amount of security deposit retained by University.

**Clause 21-** The contractor shall supply at his own cost all material (except such

special materials if any as may in accordance with the contract, be supplied from the stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted form, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to which under these conditions he is entitled to be satisfied or which he is entitled to be required together with the carriage therefore to and from the work..

List of machinery in contractor's possession and which they propose to use on the 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 connections therewith.

- a)** Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- b)** A scaffold shall not be constructed, taken down or substantially altered except.
  - 1)** Under the supervision of a competent and responsible person;
  - 2) as** far as possible by competent workers possessing adequate experience in this kind of work.
- c)** All scaffolds and appliances connected therewith and ladders shall.
  - 1)** Be of sound material.
  - 2)** Be of adequate strength having regard to the loads and strains to which they will be subjected and,
  - 3)** 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 scaffold.
- g)** Scaffold shall be periodically inspected by the competent person.
- h)** Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffold has been erected by his workmen or not, take steps to ensure that it complies fully with the regulations therein specified.
- i)** Working platform, gangways 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,
  - iii)** Be kept free from any unnecessary obstruction.
- j)** In the case of working platform, gangway, working places and stairways at a height exceeding three meters. (to be specified)

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

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

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

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

**l)** When persons are employed on a roof where there is a danger of falling from a height exceeding 3 meters suitable precautions shall be taken to prevent the fall of persons or materials. (to be prescribed).

**m)** Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

**n)** Safe means of access shall be provided to all working platforms and other working places.

**o)** The contractor/(s) will have to make payments to the labours as per Minimum Wages Act 1948.

**Clause 21 B** -The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

**a)** Hoisting Machine and tackle, including their attachments, anchorages and support 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 machine 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 Engineer in Charge.

**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 appliances operator shall be properly qualified.

**f)** No person who is below the age of eighteen (18) years shall be in control of 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 pulley block used in hoisting or lowering or as 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 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 part or hoisting

appliances shall be provided with efficient safeguards.

**l)** Hoisting appliances shall be provided with such means as will reduce to 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.

**Clause 22 -**

The contractor shall make his own arrangements for drinking water for the labour employed by him and provide sanitary and other arrangements.

**Clause 23**—Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of University property shall be estimated by the Engineer-in-Charge or such other officer as he may appoint and the estimate of the Engineer-in-Charge subject to the decision of the University Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in the clause 1 or deducted by the Engineer-in-Charge from any sums that may be due or become due to the contractor under this contract or otherwise.

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

**Clause 24 -**No Work shall be done on a Sunday without the sanction in writing of the Engineer-in-Charge.

**Clause 25 -**The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt to do so or if bribe, gratuity, gift loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of University in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of University, and the same consequences shall ensue as if the contract had been rescinded under Clause 3 thereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**Clause 26 :-**All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained.

**Clause 27 :-**In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

**Clause 28 :-**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 of the

Circle, 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 29:-** Except where otherwise specified in the contract and subject to the powers delegated to him by University under the code, rules then in force, the decision of the Engineer for the time being shall be final, conclusive, and binding on all parties of the contract upon all question relating to the meaning of the specification, design, drawing, & instructions, hereinbefore mentioned and as to the quality and/or 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 same whether arising, during the progress of the work, or after the completion or abandonment thereof for the time being, shall be final conclusive binding on all parties to the contract.

**Clause 30:-** All the disputes and differences of any kind whatever rising out of or in connection with the contract or in carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of contract) shall be referred to by the Contractor or by the University's University Engineer of the University to the Subcommittee of building and works Committee within 30 days from the date of receipt of the Decision of the Architect and the subcommittee shall decide such dispute/difference as expeditiously as possible.

**Clause 31:-** If the Contractor / the university is aggrieved by the decision of the Sub – Committee , the Contractor / the University Engineer of the University may apply to Vice Chancellor of the University, within 30 days from the date of receipt of decision of the Subcommittee, for entering into the arbitration. On receipt of such application from the Contractor or University engineer of the University, the Vice- Chancellor of the University shall appoint a sole Arbitrator who will be a fellow of Indian Institute of Architect or Institute of Engineer (India) and after the dispute / difference to him. The decision of the Arbitrator shall be binding and final on the both the parties. The Provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration . such arbitration proceeding will be held at Mumbai.

**Clause 32 :-** When the estimate on which a tender is made includes lump sums in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of work in question is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may as his discretion pay the lumpsum amount entered in the estimate and certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

**Clause 33 :-** 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 Divisional specifications, and in the event of there being no Divisional specifications, then in such case the work shall be carried out in all respects in accordance with all instructions and requirement of the Engineer-in-charge.

**Clause 34 :-** The expression "works" or "work" where used in these conditions, shall unless there be something in the subject or context repugnant to such constructions, be construct, to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

**Clause 35 :-**The percentage referred to in the tender shall be deducted from/ added to the gross amount of the bill before deducting the value of any stock issued.

**Clause 36 :-**All ground rent for stacking materials, if any, should be paid by the contractor.

**Clause 37:-**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 / paid by the University as principal under sub-section (1) of Section 12 of the said act on behalf of the Contractor, it shall be recoverable by the University from the Contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

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

**Clause 37 (B):-**The contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time 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 the course of the work.

**Clause 37 (C) :-**The Contractor shall duly comply with the provisions of "The Apprentices 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 subjected to all the liabilities and penalties provided by said Act and said Rules.

**Clause 38 :-1)** Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items so long as, subject of any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender, is not more than Rs. 5,000/- (Rupees Five Thousand only).

2) The Contractor shall if ordered in writing by the Architect to do so, also carry out any quantities in excess of the limit mentioned above in sub clause (i) hereof on the same condition as and in accordance with the specifications in the tender and at the rates (i) derived from the rates entered in current schedule of rates and in the absence of such rates (ii) at the rates prevailing in the market. The said rates being increased or decreased as the case may be, by the percentage which the total tendered amount bears to the estimated cost of the works as put to tender based upon the schedule of rates applicable for the year in which the tenders were invited.

(For the purpose of operation of this clause, this cost shall be worked out from the DSR prevailing at the time of acceptance of tender for **Rs.16, 95,404.47/-** In words **Rupees Sixteen Lakh Ninety Five Thousand Four Hundred Four and PaiseForty Seven only**).

**3)** Claims arising out of reduction in the tendered quantity of any item beyond 25% will be governed by the provision of clause 15 only when the amount of such reduction beyond 25 percent at the rate of the item specified in the tender is more than Rs.5000/- (Rupees Five Thousand only).

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

**5)** There is no change in the rate if the excess is more than 25% of the tendered quantity but the value of the excess work at the tendered rate does not exceed Rs. 5000/- (Rupees Five Thousand only).

**6)** The quantities to be paid at tendered rate shall include: -

a) Tendered quantity plus

b) 25% excess of the Tendered quantity or the excess quantity of the value of Rs.5000/- at the Tendered rates whichever is more.

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

**Clause 40 :-** No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in accordance to sanction of estimates.

**Clause 41:-** No compensation shall be allowed for any delay in the execution of the work for whatsoever may be the reason.

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

**Clause 43 :-**

- i) No contractor shall employ any person who is under the age of 18 years.
- ii) The Engineer-in-Charge or his Agent is authorized to remove from the work, any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any delay caused in the completion of the work by such removal.
- iii) The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the University Engineer, who shall decide the same. The decision of the University Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by the University at the sanctioned tender rates.
- iv) Contractor shall provide drinking water facilities to the workers.
- v) Contractor to take precaution against accidents which take place on account of labour using loose garments while working near machinery.

**Clause 44:-** Payment to Contractors/Bidders shall be made by cheque drawn on any

treasury within Mumbai convenient to them.

**Clause 45:-** Any contractor who does not accept these conditions shall not be allowed to tender for work.

**Clause 46:-** If University 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, or be any person to whom the University Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which University may have fixed in this behalf. Any disputes which may arise in connection with the Implementation of this clause shall be decided by the University Engineer whose decision shall be final and binding on the contractor.

**Clause 47 :-** The price quoted by the Contractors/Bidders 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 the provisions of Hoarding and Profiteering Prevention Ordinance, 1948 as amended from time to time. If the price quoted exceeds the controlled price or the price permissible under Hoarding and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with the controlled price as permissible under Hoarding & Profiteering Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**Clause 47 A:-** The tendered rates shall be inclusive of all taxes, rates and cesses.

**Clause 48:-** The rates to be quoted by the contractor must be inclusive of Goods & Service Tax (GST). No extra payment on this account will be made to the contractor.

**Clause 49 :-** In case of materials that may remain surplus with the contractor from those issued for the work contracted for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of Goods & Service Tax and the Goods & Service Tax will be recovered on such sale.

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

**Clause 51 :-** Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act of 1948 applicable to the area in which the work of the Contractor is in progress.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the University Engineer, may in his

discretion may cancel the contract. The contractor shall also be liable, for any pecuniary liability arising out on account of any violation by him of the provision of the Act.

The contractor shall pay the labourers 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 University in connection with execution of the work including the amount payable in respect of (i) materials/ and or stores supplied/issued hereunder by the University to contractor (ii) hire charges in respect of heavy plant, machinery and equipment given or hire by the University to the contractor for execution by him of the work and/or which advances have been given by the University to the contractor shall be deemed to be arrears of the Land Revenue and the University may without prejudice to any other rights and remedies of the University recover the same from the contractor as arrears of Land Revenue.

**Clause 53 :-**The contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and abolition) Rules, 1971 as amended from time to time and all other relevant statues and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the 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 payments and the University makes such payment of wages in full or part thereof less paid by the Contractor as the case may be, the amount so paid by the University to such workers shall be deemed to be arrears of Land Revenue and the University shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the University to the contractor hereunder or from anyother amount/s payable to him by the University.

**Clause 54 :-**The Contractor shall engage apprentices such as wiremen, as well as blacksmith recommended by the State Apprenticeship Advisor Director of Technical Education, Dhobi Talao, Mumbai- 400 001 in the work. (As per Government of Maharashtra, Education Department No.TSA/5170/T/5689, dated, 7.7.72)

**Clause55 :-**(Government of Maharashtra P.W.D. Resolution No. CAT/1086/CR-243/K/Bldg.2, Mantralaya, MumbaiDt. 11.8.1987).

**CONDITIONS FOR MALARIA ERADICATION**  
**ANTI MALARIA AND OTHER HEALTH**  
**MEASURES**

- a) The anti-malaria and other health measures shall be as directed by the Joint Director (Malaria and Filarial) of Health Services, Mumbai.
- b) The contractor shall see that mosquito-genic conditions are not created so as keep vector population to minimum level.
- c) The Contractor shall carry out anti -malaria measures in the area as per guidelines prescribed under National Malaria Eradication Programme and as directed by the Joint Director (Malaria and Filarial) of Health Services, Mumbai.
- d) In case of default in caring out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay to University the

amount spent by the University on anti-malaria measures to control the situation in addition to fine.

**e)RELATION 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 off this water in such a way as not to cause any nuisance. He shall also keep the premises clean by employing sufficient number of sweepers. The contractor shall comply with rules, regulations, bye-laws and directions given from time to time by any local or public authority in connection with this work and shall pay fees or charges which are livable on him without any extra cost to University.

**Clause 56 :-CONDITIONS RELATING TO INSURANCE OF CONTRACT WORK**

The Contractor shall take necessary Insurance Policy/ Policies so as to provide adequate insurance cover for execution of the awaited contract work for total contract value and complete contract period from the " Directorate of Insurance, Maharashtra state, Mumbai only. 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 and the amount of premium calculated by the Directorate of Insurance will be recovered directly from the amount payable to the Contractor for the executed contract work.