



# **Gujarat University**

## **Part I: Technical Bid**

### **PEB AND ALLIED CIVIL WORKS**

Tender No: GU/ESTATE/GUSEC – PEB WORK/2016-  
17/01

**Tender Document  
For**

**Design, Supply and Erection of PEB structure with  
Allied Civil Works at GUSEC Building, Gujarat  
University.**

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## **LETTER FROM TENDERER**

To,  
The Registrar,  
Gujarat University,  
Ahmedabad – 380009

Subject : Letter from Tenderer

**PROJECT:** Design, Supply and Erection of PEB structure with Allied Civil Works at GUSEC Building, Gujarat University.

Dear Sir,

With reference to the tender invited by you for the above works, we are pleased to offer our best rates mentioned in the Schedule.

We have inspected the site of work, studied the actual site condition, read the Conditions of Contract, and we agree to complete the work to the specifications and satisfaction of the Employer.

We enclose herewith Earnest Money Deposit of **Rs. 56,000/-** by Demand Draft No: \_\_\_\_\_ drawn on \_\_\_\_\_, in favors of "The Registrar, Gujarat University" payable at Ahmedabad.

We hereby agree that this sum shall be forfeited by the university if we fail to execute the contract when called upon to do so in the event of your accepting our tender.

We hereby also agree that you reserve the right to accept or reject any or all tender without assigning any reasons.

Yours truly,

Sing & Stamp of the Bidder

## **GUJARAT UNIVERSITY**

### **Tender Notice**

**PROJECT:** Design, Supply and Erection of PEB structure with Allied Civil Works at GUSEC Building, Gujarat University.

The Registrar, Gujarat University invites bids with two bid system for the providing of Expansion Work -detailed in the table below from the bidders having experience for similar type of works, registered in R&B / State Government / Central Government in appropriate class and meeting the qualifying criteria specified.

Sr. No.	Name of Work	Estimated Cost in Rs	Bid Security (EMD) (Rs.)	Tender Fee (Rs.)	Period of Completion
1	2	3	4	5	6
1	Design, Supply and Erection of PEB structure with Allied Civil Works at GUSEC Building, Gujarat University.	55,87,724/-	56,000/-	10,000/- (Non-refundable)	6 months

Milestone Dates for Tendering		
1.	Tender Downloading Date	25 <sup>th</sup> May 2017 to 5 <sup>th</sup> June 2017 12.00 Hrs.
2.	Last day of submitting bidder's query.	On or Before 30 <sup>th</sup> May 2017 16.00 Hrs.
3.	Pre-Bid Meeting	On 31 <sup>st</sup> May 2017 15.00 Hrs.
4.	Last Date for Online Submission	On or Before 5 <sup>th</sup> June 2017 18.00 Hrs.
5.	Submission of tender in Physical form at room no. 38, Gujarat University, Ahmedabad.	On or Before 6 <sup>th</sup> June 2017 14.00 hrs.
6.	Opening of Technical Bid	On 6 <sup>th</sup> June 2017 16.00 Hrs.
7.	Opening of Financial Bid	Will be intimated to the bidders online
8.	Bid Validity	180 Days from last date of submission of the bid

1. Only Physical submission of the tender made at the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009 accompanied by on-line submission of the e-tender in prescribed format shall be accepted as valid bid.

2. **The tender submission via any other means such as RPAD/speed-post/courier shall not be accepted.**
3. The e-tender can be downloaded from the website [www.nprocure.com](http://www.nprocure.com) & <http://www.gujaratuniversity.org.in>
4. Bids must be accompanied by security amount specified for the work as Bid security (EMD) in the table in form of a Demand Draft drawn in favor of The Registrar, Gujarat University. Bid security must remain valid for 30 days beyond the validity of the bid. No exemption shall be allowed in the bid security submission.
5. The bidding process shall be two-bid system where technical and financial bids shall be submitted separately by the bidder. The bidding documents shall be submitted by the bidder on-line and physically as prescribed hereunder.
6. The technical bid shall be submitted on-line as well as in physical form. The bidder shall submit two sets (hard-copies) of the entire technical bid document i.e. original and duplicate, with each page number in unbroken sequence and self-attested in a sealed envelope to the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009 before the last date and time specified. In extra-ordinary circumstances, if the receiving office is closed on the given date and time, the same shall be received on the next working day of the receiving office.
7. Where-ever required, information must be submitted by the bidder in the prescribed format available with the tender document.
8. Bidder is recommended to go through the checklist provided herewith prior to the submission of the bid to ensure that the bid submitted is complete in all respect. Incomplete bids shall not be accepted.  
The envelope containing physical bid shall be clearly marked “**Bid for PEB Work & Allied Civil Work**” and must have bidder’s address of communication, e-mail and mobile contact number that may be used for communication if necessary.
9. The financial bid shall be submitted ON-LINE ONLY.
10. To provide appropriate information to enable bidders to come out with their best offer, a pre-bid meeting with all interested agencies shall be held as prescribed in Tender Notice.
11. Agencies desirous of seeking any clarification or any additional information must submit their queries in written format duly signed by the bidder along with the name and address as prescribed in Tender Notice. Entertaining any query that is not submitted in written format as prescribed above shall be to the discretion of Gujarat University. Gujarat University reserves rights to reject responding to any/all queries.
12. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check nprocure web-site on regular bases to stay updated. Staying informed is the duty of the bidder and Gujarat University shall not entertain any claims based on not being informed of the clarification provided by Gujarat University during the pre-bid meeting or anytime thereafter. Any/ all clarifications provided in the pre-bid meeting shall be binding to all the bidders regardless of their presence or absence in the pre-bid meeting.



13. Gujarat University shall open the technical bid as prescribed in Tender Notice. Interested bidders may remain present during the time of bid opening. After opening of the technical bids, the same shall be evaluated by competent authority of Gujarat University and suitable bidders shall be qualified for the next stage of the bidding based on their competence. This is a merit driven process whereby each bid shall be evaluated on technical criteria to identify capable bidders suitable for a high quality state of art public facility. Gujarat University reserves the right to choose competent bidders based on its evaluation of the technical bids to move forward to the next stage of the bidding process. No communication regarding the process of evaluation shall be entertained. Decision of Gujarat University shall be final and binding to all bidders.
14. Bidders qualified by Gujarat University shall be eligible for the opening of the financial bid submitted on-line. Opening of the financial bid shall be on-line only. Same may be viewed by qualified bidders if they desire.
15. Financial bid shall be evaluated in terms of lowest over-all offer and the agency qualifying on this merit shall be treated as L1 bidder. Qualifying as L1 bidder does not grant any right to the bidder. Gujarat University reserves the right to accept/reject any/all bidders including the L1 bidder.
16. Though negotiations with L1 bidder or any other bidder are avoidable as per CVC guidelines, considering the public nature of the project being taken up by academic institute; if need be, in the greater interest of the project, Gujarat University reserves the right to negotiate with L1 or any other bidder. No objection shall be entertained in case of any negotiation is taken into consideration for appointment of right agency at the right cost.
17. At any stage of the bidding, Gujarat University reserves the right to seek clarification from any bidder to verify authenticity of the information provided by the bidder. If the information submitted is found to be false or misleading, Gujarat University reserves the right to seize the EMD amount submitted by the said bidder without offering any clarification/s for the same.
18. If it is observed that any bidder has provided false information with malafide intention of derailing and thus delaying the process, Gujarat University reserves the right to recover additional damages from the bidder and initiate the process of blacklisting the miscreant.
19. Other details can be seen in the bidding documents.
20. Conditional tender shall not be accepted. The Vice Chancellor reserves the right to reject any or all of the tenders without assigning any reason thereof.

The Registrar

Gujarat University, Ahmedabad

## **INFORMATION TO TENDERERS**

1. Incomplete or conditional tenders shall be rejected.
2. The registrar reserves right to accept/reject any/all bids without assigning any reasons thereof.
3. The rates offered by the bidder are expected to be inclusive of all taxes other than service tax which shall be payable extra as actual only.
4. Bidder shall make his own arrangements for water and electricity for the construction work at site at his own expense. No additional payment shall be made towards any consumable required for executing any of the items prescribed in the tender.
5. Bidder shall follow best practices for health and safety during the entire course of execution, cost of which shall be borne exclusively by the bidder.
6. Bidder shall ensure that all aspects of the activities taken up as part of fulfilling the contract are covered with necessary insurance cover, cost of which shall be borne exclusively by the bidder.
7. Bidder shall ensure that he is registered with all concerned statutory authorities connected with any aspect of the delivery of scope of work of the tender at his cost.
8. Bidder is expected to submit the flow of work envisaged by him for consideration of the Engineer-in-charge. Engineer-in-charge shall reserve the right to finalize the work-schedule to be followed by the bidder and/or modify it from time to time.
9. No price escalation shall be paid/ recovered for the works mentioned in the tender.
10. No advances, either in the form of Machinery advance or materials advance or in any other form shall be given.

Signature of bidder:

Date:

The Registrar  
Gujarat University,  
Ahmedabad

**PROJECT: Design, Supply and Erection of PEB structure with Allied Civil Works at GUSEC Building, Gujarat University**  
**DISCLAIMER**

1. The information contained in this bid document or subsequently provided to the bidders whether verbally or in documentary form by or on behalf of the Gujarat University or any of their employees/ advisers/ consulting engineers is provided to the bidder (s) on the terms and conditions set out in this bid document.
2. This bid document and subsequent submissions of the bidders are not an agreement. These will subsequently form a part of agreement between the Successful Bidder and the Gujarat University after modifications/ additions/ alterations as decided upon by VC Gujarat University.
3. This document does not purport to contain all the information the bidder may find necessary for the completion of works in a professional manner in accordance with good engineering practice. The bidder is required to check the accuracy, reliability and completeness of the information in this bidding document regarding the site, the movement of traffic, the accessibility, the working conditions, the climatic conditions, the availability of working and storage spaces etc. GU, its employees/ advisers/ consulting engineers do not incur any liability under any law, rules or regulation as to the accuracy, reliability and completeness of the information in this bidding document.

The Registrar  
Gujarat University,  
Ahmedabad



## **EVALUATION CRITERIA FOR QUALIFICATION**

### **Minimum Eligibility Criteria :-**

1. Only single bidder permitted for bidding.
2. Only manufacturer of PEB Structure can Bid only.
3. Experience of having successfully completed similar works during last 05 years for reputed clients such as Organised institution, GUJARAT UNIVERSITY/Central Govt. /State Govt. /Semi Govt./Railways/PSU or any other government organization. The claim must be supported with documentary evidence such as satisfactory completion certificate from respective authorities. If its of private entity then vendor must submit Work order, completion certificate with TDS certificate with specific marking of such activity.
  - a) **Three similar PEB Extension completed works.**

**Similar works means experience of PEB work with allied civil work for commercial/institution building or factory sheds and industrial establishments. The right to interpret "similar work" is reserved by Gujarat University.**

### **Financial Criteria:**

1. Average annual financial turnover of the bidding firm should not be less **than Rs. 55.88 lacs of last three years ending on 31<sup>st</sup> March 2016.**
2. Attested copy of balance sheet with profit & loss account of last 3 financial years duly audited by chartered accountant.

### **Other Requirements to be submitted:**

#### **A. Litigation history**

The applicant should provide accurate information on litigation and / or arbitration resulting from Contracts completed or under execution by him over the last three years. A consistent history of arbitration awards / judgments against the applicant or any partner of joint ventures may result in disqualification for proposed work. If the details of Litigation History is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have made misleading or false representation in the 16 form , statement and attachments submitted and / or record of poor performance such as abandoning the work, not properly completing the work, not properly completing the contract, delays in completion, litigation history, financial failure etc.

#### **B. Bidding in E-tendering**

- i. In addition to physical submission of technical bid, submission of bid must be through e-tendering i.e. Electronic form
- ii. Bidders shall have to submit the bid in E-Tendering form only.
- iii. Bids of those bidders who have submitted all information, statistical details as

required in the bid document through E-Tendering will only be considered. If the Employer desires any clarification, for verification / clarification, ambiguity or difference found in the documents / statistical details submitted online (by E-Tendering) by the bidder, the same shall be furnished within stipulated time, otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.

### **C-Submission of documents**

- i. Following documents/papers shall form part of the bid.
  - Attested copy of proprietorship or partnership deed.
  - Attested copy of power of attorney, if any for signing the bid documents.
  - Company registration details
  - Company introductory profile
  - Proof of appropriate registration class. Annual turnover certificate issued by chartered account and for last three financial years.
  - Form 3A issued by employer (duly certified by an officer of the rank not below that of an Executive Engineer) to substantiate successful experience of **similar work**.
  - Litigation / Arbitration history
  - Proof of assured availability of required Machinery/equipment
  - An undertaking for truth-fullness of information furnished.
- ii. Any information data, statistics etc. which are not related to bid document will not be considered in evaluation even though furnished by the applicant.
- iii. In accordance with stipulation of Para 3D(iii), Employer reserves the right to call any information / document which is mandatory, essential and critical for the purpose of evaluation. Any information provided by the applicant after last date of Electronic submission will not be considered in evaluation, unless except the employer has specifically asked for any information/ document, which is mandatory, essential and critical for evaluation of PQ document. If required information is not furnished within stipulated time, proposal will be liable for rejection.
- iv. If any of the information provided by the bidder is found false during scrutiny or at the later stage, his EMD shall be forfeited and he shall be disqualified for the proposed work. If any of the information provided by the bidder is found false after award of work, the performance security of the bidder shall be forfeited and the contract shall be terminated.

### **(3) Escalation Factors**

Following enhancement factors will be applied to annual turnover and completion cost of works to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

<b>Year</b>	<b>Financial Year</b>	<b>Enhancement factor</b>
Base(year of inviting tender)	2015-16	1.0
-1	2014-15	1.10
-2	2013-14	1.21
-3	2012-13	1.33

In case the financial figures and value of completed works are in foreign currency, current market exchange rate will be applied for the purpose of conversion of foreign currency in to Indian Rupees.

Applicant will indicate actual figures of costs and amounts in the schedule without accounting for the above mentioned factors

**The Register  
Gujarat University  
Ahmedabad**



## **GENERAL INFORMATION FOR THE BIDDER**

1. Incomplete and conditional tenders shall not be considered.
2. GUJARAT UNIVERSITY, Ahmedabad reserves the right to split up the work covered in the scope of this contract amongst more than one contractor.
3. Intending bidders shall submit tenders after studying all tender documents carefully and after visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature and extent of the work involved etc. Submission of tenders implies that bidders have obtained all necessary information and other data required for executing the work. No claim for extra charges because of any misunderstanding or otherwise shall be allowed.
4. Site cleaning and making the site accessible for execution of the work shall be in the scope of bidders. In case of the bidder requiring removal/breakage of any feature/asset of Gujarat University, the same can be one only after getting written clearance from Gujarat University. The same may be restored by the bidder at his cost if demanded by Gujarat University at any point of time.
5. Bidders will not be allowed to give sub-contract of the works awarded to him for any reasons what so ever without written permission of the Engineer-in-charge.
6. After opening of Technical bid, no price revision shall be accepted from any bidders on any grounds.
7. Price quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation.
8. Date of opening of price bid will be intimated later on to those bidders who are qualified in technical bid. Price bid of only qualifying bidders based on evaluation of technical bid shall only be opened. Price bid of bidders who are not technically qualified by Gujarat University shall not be opened.
9. The decision of GUJARAT UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
10. All the works shall be carried out as per specifications attached with the tender and relevant Indian Standards issued by the Bureau of Indian Standards. All materials procured should be confirming to relevant Indian Standards issued by Bureau of Indian Standards, wherever not specified in the item. In case of the specifications not found in Indian Standards, they shall follow best market practice, adjudicator of which shall be the Engineer-in-charge.
11. Tenders, who do not fulfill all or any of the conditions of the tender or incomplete in any respect, are liable to rejection.

12. GUJARAT UNIVERSITY, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.
13. This specification is intended as a general description of quality envisaged for materials & workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the GUJARAT UNIVERSITY. Special techniques approved by the GUJARAT UNIVERSITY shall be used if & where found necessary without any extra claim. The specification provided shall have priority if anything contrary to them is stated elsewhere in the contract documents. In case of a specification not adhering to minimum standards prescribed in the IS code for the relevant item, IS code shall prevail upon the specifications. Execution of any such item shall take place only after bringing the issue to the notice of the Engineer-in-charge and taking his written permission. GUJARAT UNIVERSITY's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.
14. **AGREEMENT:** As per university's rules, successful bidder shall have to enter in to an agreement on non-judicial stamp paper of Rs100/-with the Gujarat University, Ahmedabad, in the prescribed form on receipt of work order. The cost of the stamp fee shall be borne by successful tender. The tender with specifications, schedules, drawings, the contract booklet and other necessary documents shall be signed by successful bidder. The letter of acceptance, all the bid documents, all the documents accompanying the contract& subsequent correspondence shall be deemed to be a part of the contract agreement. **(Separate Aggrement sheet attached below as annexure:1)**
15. Each bidder shall also submit a Declaration to the effect that bidder is an engineering construction firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.
16. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the bidder with his usual signature with seal of the company.
17. An attested copy of the constitution of the firm with the name of all partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the bidder authorizing the signatory. Witnesses & sureties shall be persons of status & probity, their names, occupation & address shall be stated below their signatures. All signatures shall be dated.
18. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
19. The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will



not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the GUJARAT UNIVERSITY due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.

20. GUJARAT UNIVERSITY reserves the right to delete or add any item of Schedule-B for which contractor shall not have any right to claim on this account.
21. No idle charges shall be entertained by Gujarat University, Ahmedabad for any site conditions or any circumstances.
22. No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or water logging.
23. The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the existing structures or assets of Gujarat University that contractor is be held responsible by Engineer-in-charge, same shall be rectified/restored/replaced immediately at the contractor's cost to the satisfaction of Engineer in Charge. If found necessary, Engineer-in-charge may employ other agency for the same and recover the cost from the contractor's account.
24. **The Bidders shall note:**
  - a. No price escalation on any account, shall be payable.
25. **Recoveries:**
  - a. In case of any damage to equipment/machinery or structure/building of GUJARAT UNIVERSITY, Ahmedabad or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of Engineer in Charge regarding the amount of recovery shall be final.
  - b. If the contractor fails to execute the work as per direction of Engineer in Charge within the time frame given by GUJARAT UNIVERSITY, Ahmedabad time to time, shall get the work done through any other contractor at the risk and cost of the contractor.
26. All royalties, sales tax, toll tax, local tax, development charges, VAT tax, welfare cess and any other taxes including works contract tax etc. and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to this contract shall be borne by the contractor and GUJARAT UNIVERSITY shall not entertain any claim whatsoever in this respect. The rates will be "Excluding the service tax". The reimbursement against "Service Tax" shall be paid to the contractor as per Govt. rules & regulations. Service tax shall be paid only if the same is claimed in Bill/Invoice.
27. The contractor shall pay the building and other construction welfare cess of 1% of total estimated cost at respective department & GUJARAT UNIVERSITY will reimburse the same on production of proof of payment before submission of final bill, otherwise final bill for the works will not be finalized.

28. The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder )
29. R. A. Bill: R. A. bill payment shall be made only at the end of the month. On submission of bill by the contractor in GUJARAT UNIVERSITY's prescribed format. Completion of each activity will be checked by Engineer-in-charge and after getting approval of each activity contractor will proceed ahead to next stage.
30. Gujarat University shall entertain **a R.A. bill of minimum of Rs. 10,00,000/- only**. (Only in special case, Engineer-in-Charge may use his discretion and allow an RA Bill of amount lesser than prescribed herewith). The R.A. bill must be submitted in prescribed format only. On receipt of a valid R.A. bill, Engineer-in-charge, as per his discretion, may suggest an ad-hoc release of not more than 50% of the bill amount on immediate bases to expedite the progress of work. This provision shall be treated ONLY as discretionary power of the Engineer-in-charge and not as a right to demand payment. The ad-hoc amount suggested by Engineer-in-charge shall be processed before verification of the bill and hence must be treated as advance that can be recovered at discretion of Engineer-in-charge, if need be. In case of a large discrepancy is found in the R.A. in comparison of actual work found at site, it shall be treated as a malpractice and contractor may be forced to pay a penalty or face termination from the contract based on the judgment of the Engineer-in-charge.
31. All R.A. bills shall be scrutinized by Engineer-in-charge for quality and quantity and shall be processed based on the approval granted by him. The amount due post-ad-hoc payment shall be released only after due approval of the Engineer-in-charge is received. Though all necessary efforts shall be made to expedite the approval process, **minimum approximate time for the approval process shall be of 4 weeks**.
32. The work shall be completed within the period stipulated in the contract.
33. **Initial security Deposit:** Appointed bidder shall have to pay security **deposit of 5 % Of Tendered amount of within 15 Days** from the date of issue of letter of intent by Bank Guarantee. On failing to pay security deposit in specified time limit the EMD will be forfeited and bidder will not be allowed to participate in the tenders invited from Gujarat University for the period of 1 year. The security deposit validity shall be upto six months from the completion period specified in the contract and can be release within 30 days of final certification and only after approval of Engineer-in-charge, Gujarat University. Engineer In-charge reserves the right to withhold the same till the period he considers deemed fit.
34. **Retention Money:** For further security for the due fulfillment of the contract by the contractor, **5% of the value of** the work done shall be deducted by the employer from each running bill towards retention money. On the PMC issuing a certificate of the virtual completion of the work the retention money will be released after 12 Months. (Defect Liability Period).
35. **Compensation for the delay:** The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated

period of contract proceeds with due diligence (time being deemed to be essence of contract) and for **delay, the contractor shall pay compensation of Rs. 5000/- per day**. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approves the reduction the reasons for delay attributable to GUJARAT UNIVERSITY with the prior approval.

36. In case of the item executed as per the actual requirement of the site is less than that of the tendered quantity that results in any saving, Engineer-in-Charge shall have the right to utilize the said saving to his discretion in terms of getting any other works that he finds deemed fit for the cause of the project. Contractor shall have no right to dispute this right of Engineer-in-Charge and/or claim any additional compensation for the same.
37. Arbitration: In case of all the disputes, decision of The Vice – Chancellor, Gujarat University shall be final and binding to the bidder. **The Vice – Chancellor, Gujarat University shall be the sole Arbitrator.** The legal jurisdiction shall be Ahmedabad only.
38. Work carried under this contract shall be completed in all respects within **24** calendar month including monsoon period from the date of issue of letter of order to commence the work. If any inevitable situation arises due to which work can be delayed such can be prior approval by Vice-Chancellor of Gujarat University in written that can be only considered as extension of time limit to complete the work. However, interim mile stones of the work will have to be completed as per the priority, sequence, schedule given by GUJARAT UNIVERSITY time to time.

Engineer-in-charge  
GUJARAT UNIVERSITY

## **CONDITIONS OF CONTRACT**

### **1. Definitions:**

- (a) The "Contract" means documents forming the tender, all the documents therein and acceptance thereof, together with the letter of intent, work order, schedule of terms and conditions, specifications, drawings, communications, instructions and any other directives issued by the competent authority to the appointed contractor.
- (b) The "Tender Document" means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose of bidding.
- (c) The expression "works" or "work" when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The "Contractor" means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- (e) "GUJARAT UNIVERSITY" means the Gujarat University, Ahmedabad. and the "Accepting Officer" means the officer who is authorized to sign and signs the contract on behalf of the "GUJARAT UNIVERSITY."
- (f) "V.C." means Vice Chancellor who administers and in the case of the term contracts directs the contract.
- (g) The "Engineer-in-charge" means all officers of the GUJARAT UNIVERSITY appointed by the VC to supervise the works or part of the works.
- (h) The "Consultant" means designing, supervision agency appointed by Gujarat University.
- (i) "B.S." means the "British Standard" as issued by the British Standards institution. "A.S." means the American Standards as issued by the American Standard Institutions and "I.S." means the "Indian Standards" as issued by the Indian Standards Institutions. Wherever the above mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders. In the case of measurement and terms of contracts "Specifications" means those contained in Gujarat University, Ahmedabad schedule together with any amendments etc. embodied in the tender documents, "Drawings" refer to those accompanying the tender documents and/or any work orders referred therein.
- (j) The "Contract Sum" means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (k) "The date of completion" is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments there to.

- 2. Compensation for the delay:** The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation of Rs. 5000/- per day. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the



competent authorities approves the reduction the reasons for delay attributable to GUJARAT UNIVERSITY with the prior approval.

3. **Notice for unsatisfactory progress:** If the progress or a particular portion of the work is unsatisfactory the Engineer-in-charge whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 4(c) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.
4. **Action in the case of Default by Contractor** If any case in which any of the powers conferred upon the Engineer-in-charge by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Engineer-in-charge taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final. In the alternative, the Engineer-in-charge may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.
5. **Extension of Time Limit:** If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hinder in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to GUJARAT UNIVERSITY shall be compensated only by way of extending the limit.
6. **Completion Certificate:** On completion of the work the Contractor shall be furnished with Completion Certificate by the Engineer-in-charge & PMC of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the Engineer-in-charge the said measurement being binding and conclusive against the contractor.



- 7. Effect of the Certificate:** Unless otherwise specifically prescribed by the Engineer-in-Charge, No payment shall be made for any work estimated to cost less than **Rs. 20,00,000/-** till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than **Rs. 20,00,000/-** Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work; otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.
- 8. Payment to Contractors:** Unless otherwise specifically prescribed by the Engineer-in-Charge, the rates for several items of works estimated to cost more than **Rs.20,00,000/-** shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.
- 9.** Bills shall be submitted by the contractor end of the work/ month on or before the date fixed by the Engineer-in-charge in two original copies.
- 10.** Works to be executed in accordance with specifications, orders etc. The contractor shall execute in whole and every part of work in the most substantial and workman-like manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs.
- 11. Extension of Time Limit in consequence of Addition or Alteration**  
The time limit for 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 proportions shall be conclusive.

12. No compensation for alternation in or restriction of work to be carried out. If at any time, after execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Engineer-in-charge provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the University Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.
13. **No Claim For Variation In Quantities of Work:** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.
14. **No Claim For Compensation for Delay in starting work:** No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.
15. **Entering upon or commencing any portion of work:** The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Engineer-in-charge or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.
16. Method of Payment to contractors shall be made by A/c payee cheques provided the amount exceeds Rs.50/-. Amount not exceeding Rs.50/-will be paid in cash. Generally payment may take 30 to 60 days after passing of bills depending on availability of fund.

**17. Acceptance of conditions on tendering for work:**

Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.



### **SPECIAL CONDITIONS: TECHNICAL**

1. Contractor shall be responsible for any accident or damage to road gutter, manholes, dustbins, water closet pipe line etc. or any inconveniency caused by contractor for which the necessary compensation shall be paid by the contractor or recovered from the bill as deem fit by the University.
2. If required the work shall be continued during the extended period without any extra rate and it terms & condition. The time limit of the works shall be considered accordingly.
3. It is the responsibility of the contractor to get the work done satisfactorily by arranging sufficient manpower tool tackles materials etc. as per the requirement. For poor performance of the works, reduced rates shall be paid and necessary action shall be taken as per Corporation's rules.
4. The contractor or his authorized representative shall remain present during working hours and as per requirement.
5. Any description is left out in item the work shall be executed as per the instruction of Engineer-in-charge.
6. If work is not carried out by the contractor, it will be got done at risk and cost of contractor and amount along with 15% supervision charges will be recovered from the bill.
7. If any dispute arises the booklet of "TENDER AND CONTRACT FOR WORKS" may be referred and it will be treated as part of the contract.
8. Contractor has to carry out the items as per the requirement as and when required and if he fails to carry out the work as required, recovery will be made as per Corporation's rules.
9. Quantities of each item shown in the tender is approximate and may vary up to any extent No claim shall be entertained for quantities of work, executed being more or less than those entered in the Schedule-B of the Tender.
10. For Any extra items, the SOR rates or the Rate analysis/MR finalized by Gujarat University shall be paid to contractor. No extra claim shall be entertained of such items.
11. The rate only items shall be considered for tender evaluation and those items shall be operated by Gujarat University as and when required.
12. Work shall be carried out as per the priority given by Engineer-in-charge.
13. The rate of the tender is firm and no any price escalation shall be paid to the contractor, for the contract period & extended period if any.
14. Look in to the urgency of the particular work. The Engineer-in-charge will instruct to take up and complete the particular job / work in specified time. Otherwise, to complete the work, Engineer-

in-charge will arrange to execute the same without giving any notice or intimation to get the work executed through any other agency and recovery will be made as per University's rules.

**15. Contractor shall establish the following at the site:**

- a. A pucca godown for all necessary material requiring protection from weather
- b. Site office manned with One Project Manager (Be. Civil with minimum 10 years of experience), Two site supervisors (BE/Diploma Civil with minimum 5 years of experience) and necessary office staff and infrastructure. The site office must be equipped with internet and communication facilities. Computers and printer with necessary software shall be made available at site by the contractors.

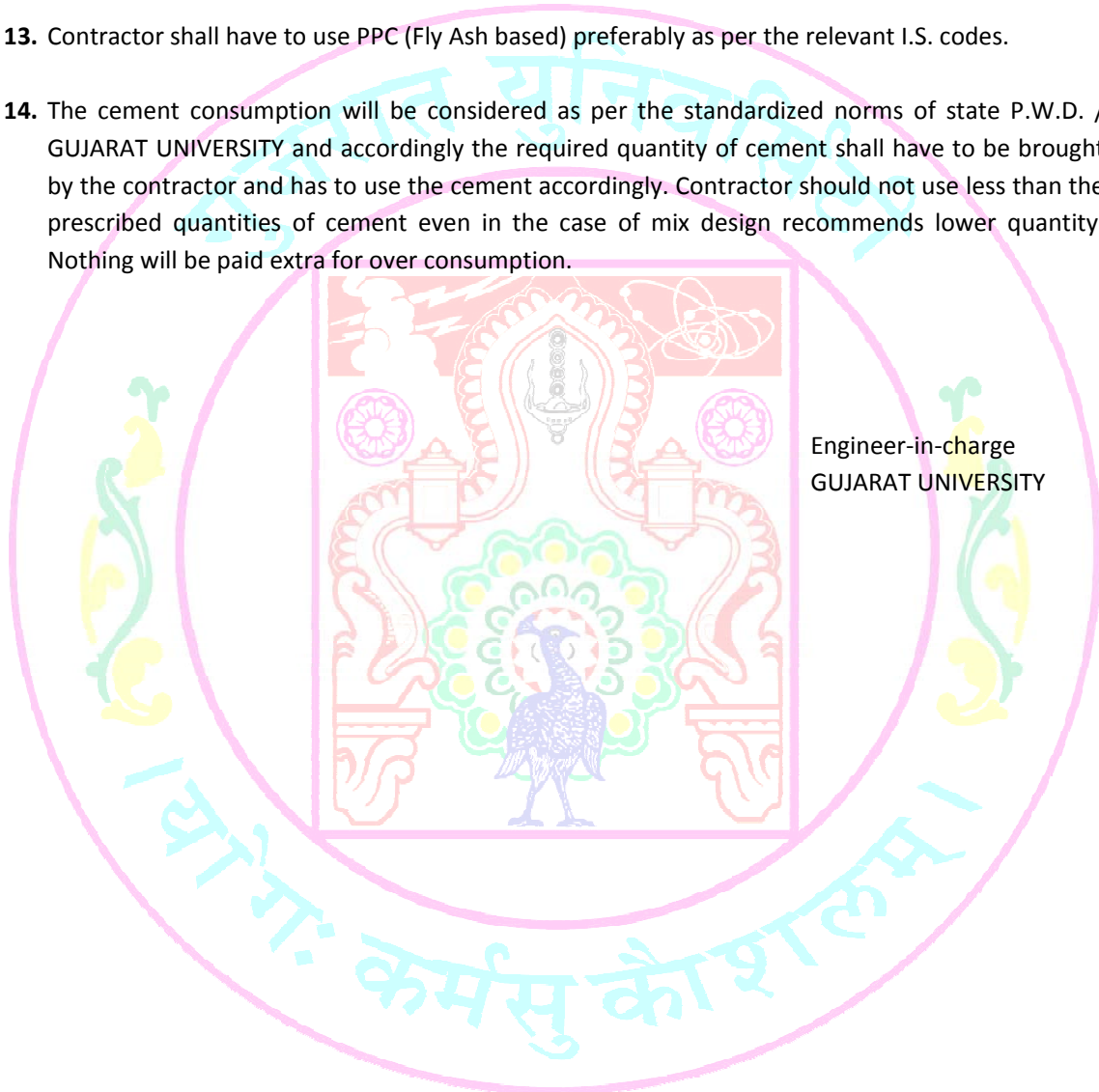
**16.** In addition to the above, the site office shall have a dedicated enclosed and well-furnished office-space for the PMC Engineer and a meeting space. Responsibility to keep the site neat and clean and providing it with all necessary security shall be of the contractor.

**SPECIAL CONDITIONS FOR USE OF CEMENT IN WORK:**

1. The rates in Schedule-'B' are inclusive of cement cost. Contractor has to purchase fresh 43 / 53 grade cement confirming to as per IS 8112 -1991 or PPC (Fly ash Based) confirming to IS-1489 (Part-I) of approved brand by GUJARAT UNIVERSITY.
2. Contractor has to construct pucca godown at site of work so that cement bags be properly preserved to avoid damage due to any kind of weather. GUJARAT UNIVERSITY will in no way responsible for any damage, loss or theft of the same.
3. Contractor has to bring sufficient quantities of cement bags and at no time less than 200 (two hundred) bags to maintain progress of work. The work should not suffer for want of cement.
4. Cement should give the required strength of cement concrete.
5. To bring sufficient & timely cement at site is full responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of works and to complete the works in schedule time.
6. Contractor has to submit material A/c consumption of cement used with every bill. In case of not submitting the same, bill will not be passed. Party has to submit the copy of cement / purchase bill along with each RA Bill/Final Bill.
7. Empty cement bags are not to be returned to the University and contractor will be allowed to take away with written permission from Engineer-in-charge.
8. Contractor is fully responsible for safety of cement at site; nothing will be paid extra on account of safety.
9. If GUJARAT UNIVERSITY's authorized representative wants to check cement stock at site, Contractor has to allow for the same at any time.
10. Contractor has to maintain day-to-day cement consumption balance account at site.



11. As far as possible, contractor has to maintain supply of cement of only one brand & grade throughout the work and on account of closer/shortage of approved brand, cement of other brand in accordance of condition No. (1) will be allowed by Engineer-in-charge .
12. Contractor will be allowed to carry out work only after physical verification of cement brought at site.
13. Contractor shall have to use PPC (Fly Ash based) preferably as per the relevant I.S. codes.
14. The cement consumption will be considered as per the standardized norms of state P.W.D. / GUJARAT UNIVERSITY and accordingly the required quantity of cement shall have to be brought by the contractor and has to use the cement accordingly. Contractor should not use less than the prescribed quantities of cement even in the case of mix design recommends lower quantity. Nothing will be paid extra for over consumption.



## **DECLARATION FORM**

(To be submitted duly notarized on Rs 100/-Stamp paper)

I/We hereby declare that I/We have carefully studied the entire tender and condition of the contract, specification & other relevant documents of this work mentioned in the tender and abide by the same. Also I/We hereby and agree to execute the same accordingly.

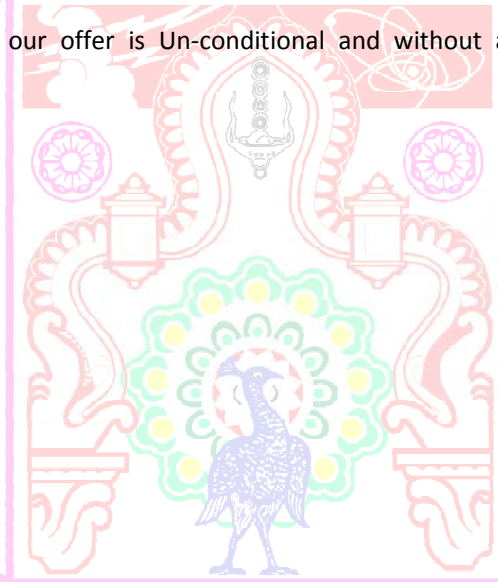
I/We hereby abide to execute the contract agreement of the condition of the contract, specification & other relevant documents of this work or otherwise I/We will get copy of the same form the office of the tender inviting authority and the same will be acceptable to me /us. I/We hereby accept and confirm that any dispute on this regards shall not be entertained by the tender inviting authority.

I/We hereby declare that I/we have visited the work site and fully acquainted myself/ourselves with the local situation regarding materials, labor and other factors pertaining to the work before submitting this tender.

I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.

Signature of Contractor  
Names

Seal,  
Detail address



**Scope of work: Construction of PEB Work & Allied Civil Work**

GUSEC Building PEB Work:

1. **No. of Floors** - PEB above Terrace
2. **Type of structure** - R.C.C. frame structure, Truss Roofing system with long span
3. **Design Load** - As per I.S. Code (Latest)

The scope of work involves construction of **Civil** for Design, Supply and Erection of PEB structure with Allied Civil Works at GUSEC Building, Gujarat University as per the Tender terms, SOR, Tender specifications, relevant IS Codes.



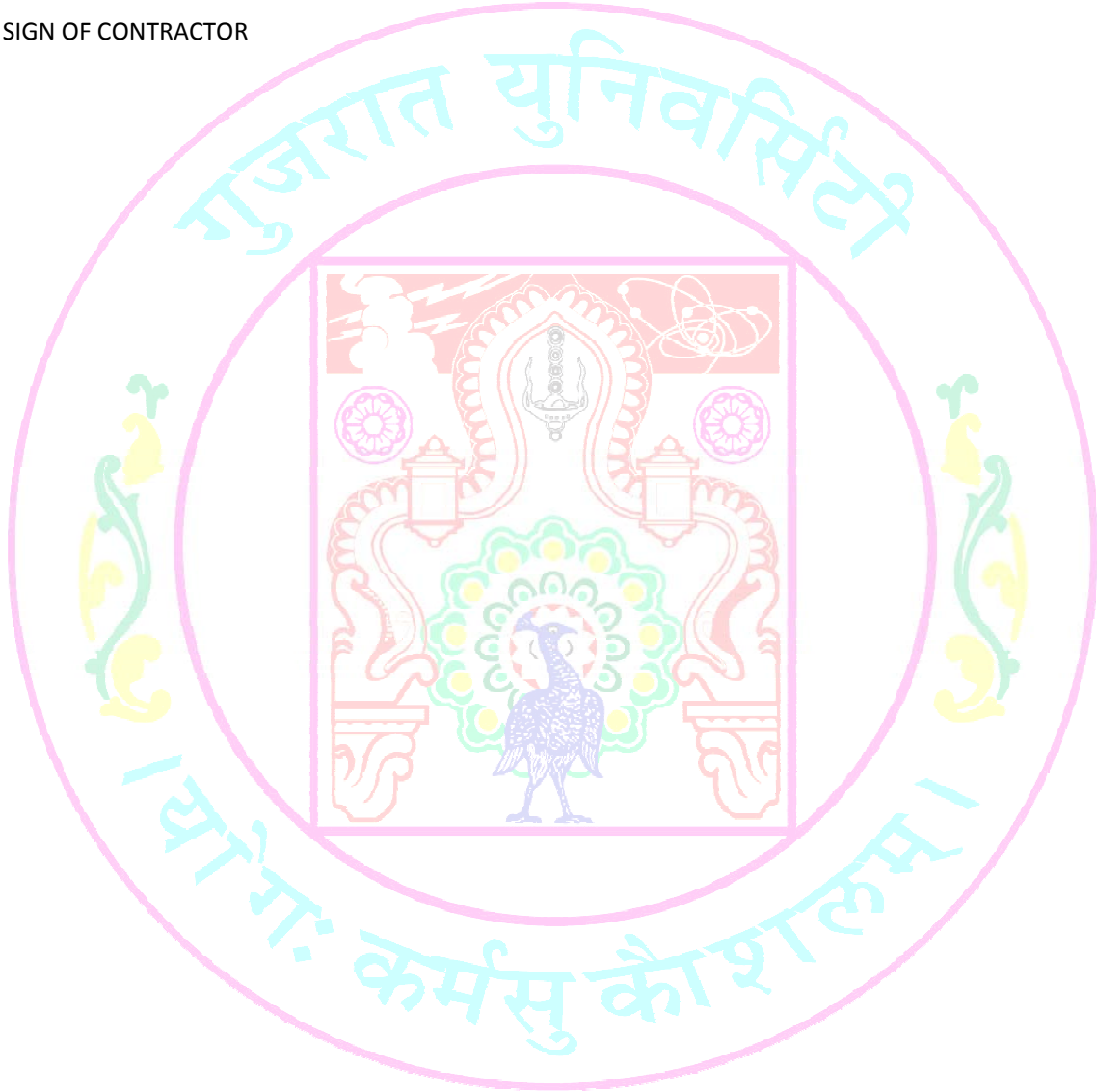
### Schedule for Testing of Materials

For ensuring quality control and workmanship, various test prescribe below corresponding to the material concerned shall be taken as periodic intervals as stipulated below be taken. The Material shall be got tested Govt. recognized Laboratory (R & B) or field Laboratory of GERI (R & B) for which 1% of the estimated amount to tender shall be recovered from the contractor from the R.A. Bill and Final Bills as the testing charges shall be paid by the Govt. to the GERI. However if the charges increase over 1 % no excess recovery shall be made from the contractor as per resolution of B&C department dated 10th May 1985, vide TNC/1085 (4) S.

Item No. as per Sch. B	Brief Description of Materials to be tested	Qty. of Material	Prescription of test which shall be carried out	Frequency @ which test shall be carried out	Total No. of Test to be taken
1.	Kapchi		- Gradation test - Impact Value - Flakiness Index of aggregate	CMT 1 to 100 – 1 test 100 to 500 – 3 tests 500 to 1500 – 5 tests 1500 to 5000 – 7 tests	
2.	Grit		- Stripping Value		
3.	Sand		- Special gravity - Water absorption - Fineness Modulus - Silt – Content - Soundness		
4.	Tiles		- Dimension Test - Transverse strength - Water Absorption - Abrasion Test		
5	Bricks		- Water absorption - Effluence - Size - Comprehensive Strength	1 Test @ 50,000 Bricks	
6	Steel		- Tensile Strength - Yield Stress - Elongation - Size		
7	C.C. Cube test 1:2:4		- Compressive Strength	1 to 5 Cum. 1 No. 6 to 15 Cum. 2 Nos. 16 to 20 Cum. 3 Nos. 21 to 50 Cum. 4 Nos. 51 & Above Cum. 4 + 1 for each Cum or part thereof	

The contractor shall have to pay 1% of the estimate cost put to tender towards all testing of materials & same shall be deducted from their bills for the works. The testing of various materials shall be carried out in GERI and result received shall be binding to all. i.e. contractor and Govt. Testing Charges of GERI shall be borne by Govt. No refund be made or extra charge over 1 % shall be recoverable from the contractor.

SIGN OF CONTRACTOR





### **SPECIAL CONDITIONS OF THE WORK**

1. The agency shall take all the required safety measures and observe all safety rules while carrying the above excavation works etc. to avoid any type of accident and damage. The contractor shall be held fully liable and responsible for any type of accident, injury, damage and loss etc. if occur at site till the completion of work.
2. The Gujarat University can split up this work by entrusting the orders to two or more agencies by splitting the quantities of items of the schedule –B in any proportion, at its own discretion at any time or delete one or more items as per the requirement. No any claim in any way will be entertained from contractor.
3. The contract shall be deemed to have carefully examined the site. The contractor should be deemed to have fully aware with the local site conditions & sounding structures and also all the terms & conditions scope drawings etc. Attached herewith. The bidders are ADVISE to visit the site, inspect the existing location of executing the work before quoting the rates. Any extra claims for extra items, rates etc. for any reason will not be entertained after acceptance of contract bid.
4. The rates are inclusive of all type of laborers, tools, tackles, equipment's, machineries, removed materials category wise, their protection, preservation, storing, loading, unloading, transporting for all leads lifts & elevations height/depths and inclusive of all risks & all liabilities, providing all safety precautions, Insurance, securities, site cleaning leveling dressing the sites etc. required for completion of the work in all respects.
5. The required licenses, permission of the Govt. authorities to be taken by the contractor in advance at no extra charges.
6. The responsibility and liability of manpower to be engaged for this work will be totally of contractor who has been awarded this contract and he will take away all these manpower in his own establishments on completion of this contract. The GUJARAT UNIVERSITY will not be held any responsible and liable in any way in the matter

## **ANNEXURE : i**

### **CONTRACT AGREEMENT**

This is an agreement between

Gujarat University, an University was incorporated under the Gujarat University Act, 1949 of the State Government 'as a teaching and affiliating University.' and is subject to all the laws, statutes, rules, regulation and any other state or center directives from time to time that shall, if need be, ONLY as per the interpretation of Vice-Chancellor Gujarat University, supersede any/all conditions of this agreement.

Hence forth to be referred to as "Client" or "GU" or "Gujarat University" or "University"

And,

M/s

PAN Card No:

Address:

Hence forth to be referred to as "\_\_\_\_\_ (name of contractor)" or "contractor/s" or "agency"

The said agreement is put in place for the specific and limited purpose of construction/renovation of \_\_\_\_\_ as per the tender ID no: \_\_\_\_\_ and all its binding and operative parts that was duly participated in by the contractor and is awarded the contract.

It is a non-transferable agreement.

This contract is part of the agreement for the construction/renovation of \_\_\_\_\_ along with all the parts of tender document and subject to all the laws, statutes, rules, regulation and any other state or center directives from time to time that shall, if need be, ONLY as per the interpretation of Vice-Chancellor Gujarat University, supersede any/all conditions of this agreement.

#### **Definitions:**

The "Contract" means documents forming the tender, all the documents therein and acceptance thereof, together with the letter of intent, work order, schedule of terms and conditions, specifications, drawings, communications, instructions and any other directives issued by the competent authority to the appointed contractor.

The “Tender Document” means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose of bidding.

The expression “works” or “work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.

The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.

“Client” or “GU” or “Gujarat University” or “University” means the Gujarat University, Ahmedabad and the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the Gujarat University.

“V.C.” means Vice Chancellor who administers and in the case of the term contracts directs the contract.

The “Engineer-in-charge” means all officers of the Gujarat University appointed by the VC to supervise the works or part of the works.

The “Consultant” means designing, supervision agency appointed by Gujarat University.

“B.S.” means the “British Standard” as issued by the British Standards institution. “A.S.” means the American Standards as issued by the American Standard Institutions and “I.S.” means the “Indian Standards” as issued by the Indian Standards Institutions. Wherever the above mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders. In the case of measurement and terms of contracts “Specifications” means those contained in Gujarat University, Ahmedabad schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.

The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.

“The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments there to.

### **Compensation for the delay:**

The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation of Rs. 5000/- per day. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the

competent authorities approves the reduction the reasons for delay attributable to Gujarat University with the prior approval.

**Notice for unsatisfactory progress:**

If the progress or a particular portion of the work is unsatisfactory the Engineer-in-charge whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory; be entitled to take action under Clause 4(c) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.

Action in the case of Default by Contractor If any case in which any of the powers conferred upon the Engineer-in-charge by Clauses 4 and 5 hereof, shall have exercised and the same shall not have been exercised, the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor for which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Engineer-in-charge taking action under sub clause (a) or (c) of Clause 4 he may, if he so desires, take possessions of all or any tools, plants, materials, and stores in such upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable to current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final. In the alternative, the Engineer-in-charge may by notice in writing to the contractor or his clerk of works, foremen or other authorized agent, require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such requisition to decisions to the contractor failing to comply with any such requisition, the decision of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

**Extension of Time Limit:**

If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hinder in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to Gujarat University shall be compensated only by way of extending the limit.

**Completion Certificate:**

On completion of the work the Contractor shall be furnished with Completion Certificate by the Engineer-in-charge & PMC of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the Engineer-in-charge the said measurement being binding and conclusive against the contractor.



### **Effect of the Certificate:**

Unless otherwise specifically prescribed by the Engineer-in-Charge, No payment shall be made for any work estimated to cost less than Rs. 20,00,000/- till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than Rs. 20,00,000/- Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work; otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

### **Payment to Contractors:**

Unless otherwise specifically prescribed by the Engineer-in-Charge, the rates for several items of works estimated to cost more than Rs.20,00,000/- shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.

Bills shall be submitted by the contractor end of the work/ month on or before the date fixed by the Engineer-in-charge in two original copies.

Works to be executed in accordance with specifications, orders etc. The contractor shall execute in whole and every part of work in the most substantial and workman-like manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs.

### **Extension of Time Limit in consequence of Addition or Alteration:**

The time limit for 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 proportions shall be conclusive.



**No compensation for alternation in or restriction of work to be carried out:**

If at any time, after execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Engineer-in-charge provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation SHALL determined by the Engineer-in-charge whose decision SHALL be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the University Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**No Claim For Variation In Quantities of Work:**

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

**No Claim For Compensation for Delay in starting work:**

No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.

**Entering upon or commencing any portion of work:**

The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Engineer-in-charge or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.

Method of Payment to contractors shall be made by A/c payee cheques provided the amount exceeds Rs.50/-. Amount not exceeding Rs.50/-will be paid in cash. Generally payment may take 30 to 60 days after passing of bills depending on availability of fund.

### **Acceptance of conditions on tendering for work:**

Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

### **SPECIAL CONDITIONS: TECHNICAL**

Contractor shall be responsible for any accident or damage to road gutter, manholes, dustbins, water closet pipe line etc. or any inconveniency caused by contractor for which the necessary compensation shall be paid by the contractor or recovered from the bill as deem fit by the University.

If required the work shall be continued during the extended period without any extra rate and it terms & condition. The time limit of the works shall be considered accordingly.

It is the responsibility of the contractor to get the work done satisfactorily by arranging sufficient manpower tool tackles materials etc. as per the requirement. For poor performance of the works, reduced rates shall be paid and necessary action shall be taken as per Corporation's rules.

The contractor or his authorized representative shall remain present during working hours and as per requirement.

Any description is left out in item the work shall be executed as per the instruction of Engineer-in-charge.

If work is not carried out by the contractor, it will be got done at risk and cost of contractor and amount along with 15% supervision charges will be recovered from the bill.

If any dispute arises the booklet of "TENDER AND CONTRACT FOR WORKS" may be referred and it will be treated as part of the contract.

Contractor has to carry out the items as per the requirement as and when required and if he fails to carry out the work as required, recovery will be made as per Corporation's rules.

Quantities of each item shown in the tender is approximate and may vary up to any extent No claim shall be entertained for quantities of work, executed being more or less than those entered in the Schedule-B of the Tender.

For Any extra items, the SOR rates or the Rate analysis/MR finalized by Gujarat University shall be paid to contractor. No extra claim shall be entertained of such items.

The rate only items shall be considered for tender evaluation and those items shall be operated by Gujarat University as and when required.

Work shall be carried out as per the priority given by Engineer-in-charge.

The rate of the tender is firm and no any price escalation shall be paid to the contractor, for the contract period & extended period if any.

Look in to the urgency of the particular work. The Engineer-in-charge will instruct to take up and complete the particular job / work in specified time. Otherwise, to complete the work, Engineer-in-charge will arrange to execute the same without giving any notice or intimation to get the work executed through any other agency and recovery will be made as per University's rules.

**Contractor shall establish the following at the site:**

A pucca godown for all necessary material requiring protection from weather.

Site office manned with One Project Manager (Be. Civil with minimum 10 years of experience), Two site supervisors (BE/Diploma Civil with minimum 5 years of experience) and necessary office staff and infrastructure. The site office must be equipped with internet and communication facilities. Computers and printer with necessary software shall be made available at site by the contractors.

In addition to the above, the site office shall have a dedicated enclosed and well-furnished office-space for the PMC Engineer and a meeting space. Responsibility to keep the site neat and clean and providing it will all necessary security shall be of the contractor.

In case of the building being registered as a Green Building; contractor, shall his own cost, appoint a Green Building consultant responsible for record keeping and compliance of all green building norms. The contractor shall be responsible for timely filing of data and reports, if any, prescribed for Green Building certification.

**SPECIAL CONDITIONS FOR USE OF CEMENT IN WORK:**

The rates in Schedule-‘B’ are inclusive of cement cost. Contractor has to purchase fresh 43 / 53 grade cement confirming to as per IS 8112 -1991 or PPC (Fly ash Based) confirming to IS-1489 (Part-I) of approved brand by Gujarat University.

Contractor has to construct pucca godown at site of work so that cement bags be properly preserved to avoid damage due to any kind of weather. Gujarat University will in no way responsible for any damage, loss or theft of the same.

Contractor has to bring sufficient quantities of cement bags and at no time less than 200 (two hundred) bags to maintain progress of work. The work should not suffer for want of cement.

Cement should give the required strength of cement concrete.

To bring sufficient & timely cement at site is full responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of works and to complete the works in schedule time.

Contractor has to submit material A/c consumption of cement used with every bill. In case of not submitting the same, bill will not be passed. Party has to submit the copy of cement / purchase bill along with each RA Bill/Final Bill.

Empty cement bags are not to be returned to the University and contractor will be allowed to take away with written permission from Engineer-in-charge.

Contractor is fully responsible for safety of cement at site; nothing will be paid extra on account of safety.

If Gujarat University's authorized representative wants to check cement stock at site, Contractor has to allow for the same at any time.

Contractor has to maintain day-to-day cement consumption balance account at site.

As far as possible, contractor has to maintain supply of cement of only one brand & grade throughout the work and on account of closer/shortage of approved brand, cement of other brand in accordance of condition No. (1) will be allowed by Engineer-in-charge .

Contractor will be allowed to carry out work only after physical verification of cement brought at site.

Contractor shall have to use PPC (Fly Ash based) preferably as per the relevant I.S. codes.

The cement consumption will be considered as per the standardized norms of state P.W.D. / Gujarat University and accordingly the required quantity of cement shall have to be brought by the contractor and has to use the cement accordingly.

Contractor should not use less than the prescribed quantities of cement even in the case of mix design recommends lower quantity. Nothing will be paid extra for over consumption.

### **SPECIAL CONDITIONS FOR HEALTH, SAFETY & ENVIRONMENTAL NORMS**

(Referred to as HSE norms)

The complete responsibility of compliance of health and safety of all the "persons at site" and all issues connected with environmental laws as well as pollution at site is placed on the contractor for which no additional amount shall be paid.

There shall be no vicarious liability on Gujarat University or any of its officials or the consultants or PMC agencies for any violation of any HSE provisions provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work. HSE manager and contractor/s shall remain solely and wholly liable for any such violation and its civil or criminal liabilities.

The "persons at site" shall include entire workforce as well as outsiders, visitors, by-standers and all other persons who are affected by any activity taking place at site.

Contractor shall appoint/nominate a representative from his end who shall be solely held responsible for all HSE related activities. This appointee shall be identified as HSE manager.

Contractor shall ensure that HSE manager appointed by him is completely aware of all health, safety & environmental protection procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work being undertaken in the project. It shall be COMPLETE and nontransferable responsibility of the HSE manager to ensure that all HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work are followed.



Contractor agrees that he is aware of and is instructed regarding HSE procedures provided for under the Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work and it is his responsibility to follow them to the word. If any violation of any HSE rules, laws, codes or measures is observed, contractor shall be solely responsible for negligence.

In case of any activity taken up at site that causes damage or loss the a person or property or causes injury or death of a living being; and the cause of accident is identified or adjudged to be negligence of any HSE procedure or violation of any HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work, contractor and his safety manager shall be held sole responsible for the same.

In the case of any event that results in damage or loss the a person or property or causes injury or death of a living being, contractor shall not be able to seek protection under not-being-informed or instructed regarding HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work, as he has been explicitly and specifically informed to follow all HSE procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for HSE and any other specific HSE parameters related to work from time to time and is made solely responsible to implement them.

Apart from general HSE measures, contractor is made aware of the safety to be followed during excavation work, especially the danger of collapse of excavated earth of the excavated pits and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed during removal of formwork, especially the danger of collapse of formwork members as well as failure of structural members and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed while working at a height, especially the danger of falling and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed to prevent people from falling into pits, holes, bore-wells, lift-shafts, duct or any other location falling from which can result in injury or death and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed during use of hazardous materials and is expected to follow all safety procedures



provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed while using mechanical and electrical equipment and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed to prevent electrical shock leading to injury or death and is expected to follow all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed during stacking, storing, placing or keeping of material or tools or equipment which can result in injury or death by falling or causing obstruction and is expected to all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

Apart from general HSE measures, contractor is made aware of the safety procedures to be followed while storing water or any other liquid that can lead to injury or death due to drowning and is expected to all safety procedures provided in Indian Standard Code, National Building Code, Local authority statutory provisions for safety and any other specific safety parameters related to work to safe-guard against such accidents.

If contractor or his HSE manager becomes aware of a situation or instruction that can or may lead to a HSE procedure violation, he shall not execute the instruction. He shall make a written representation of the HSE issue and shall execute the work only on receiving a written consent to do so. If written consent is not sought and instruction is executed, contractor shall be solely responsible for the HSE procedure violation.

Read, understood, agreed to and signed by

Authorized representative of Gujarat University

M/s \_\_\_\_\_

Authorized representative of \_\_\_\_\_

M/s \_\_\_\_\_

DATE:  
PLACE: