

## विकास विभाग

पं. रविशंकर शुक्ल विश्वविद्यालय, रायपुर (छ.ग.)



पं० रविशंकर शुक्ल विश्वविद्यालय, रायपुर (छ०ग०)

Email – [development.prsu@gmail.com](mailto:development.prsu@gmail.com) Website - [www.prsu.ac.in](http://www.prsu.ac.in)

क्र. 643 / विकास / 2023

रायपुर, दिनांक 25/08/2023

॥ निविदा सूचना ॥

// विश्वविद्यालय परिसर के उद्यानों के वार्षिक रख-रखाव हेतु निविदा //

पं० रविशंकर शुक्ल विश्वविद्यालय, रायपुर के उद्यानों के वार्षिक रख-रखाव हेतु शासकीय/अर्द्धशासकीय संस्थानों में उद्यानिकी कार्य में 05 वर्षों का अनुभव वाले फर्म/व्यक्ति से प्रति मानव दिवस पारिश्रमिक दर पर आइटम रेट निविदा, निर्धारित निविदा प्रपत्र "फार्म बी" 3 लिफाफा पद्धति से (लिफाफा "A" में अमानत राशि, लिफाफा "B" तकनीकी दस्तावेज एवं लिफाफा "C" में प्राइस बीड) आमंत्रित की जाती है। निविदा प्रपत्र विश्वविद्यालय के प्रशासनिक भवन के विकास विभाग से आवेदन के साथ, विगत वित्तीय वर्ष की आयकर प्रमाण पत्र, कार्य अनुभव की प्रमाणित प्रति के साथ रु. 1000=00 (एक हजार) विश्वविद्यालय के ऑनलाइन पेमेंट पोर्टल [online.prsu.ac.in](http://online.prsu.ac.in) की रसीद या रजिस्ट्रार, पं. रविशंकर शुक्ल विश्वविद्यालय, रायपुर (छ.ग.) के नाम से डिमांड ड्राफ्ट संलग्न कर दिनांक 25/09/2023 के पूर्व कार्यालयीन दिवस में प्राप्त किये जा सकते हैं।

1.	निविदा की अनुमानित लागत	रु. 56,81,000=00
2.	निविदा प्रपत्र के साथ अमानत राशि (बैंक ड्राफ्ट)	रु. 42,600=00
3.	निविदा प्रपत्र पंजीकृत डाक/स्पीड पोस्ट से प्राप्ति की अंतिम तिथि	27/09/2023 समय अपरान्ह 05:00 बजे तक
4.	निविदा खोलने की तिथि	29/09/2023 समय अपरान्ह 03:00 बजे
5.	निविदा खुलने का स्थान	कुलपति सचिवालय सभागार, पं. रविशंकर शुक्ल विश्वविद्यालय, रायपुर

(डॉ. शैलन्द्र कुमार पटेल)  
कुलसचिव



**PT. RAVISHANKAR SHUKLA UNIVERSITY**  
**RAIPUR - 492010 (C.G)**  
**DEVELOPMENT SECTION**

Phone No. 0771-2262587 Website : prsu.ac.in  
e-mail – development.prsu@gmail.com

**ITEM RATE TENDER AND CONTRACT FOR WORKS**

**-: FORM - B :-**

**SPECIFICATION AND SCHEDULE**

Name Of Work

Annual Maintenance of Gardens/Lawn of University Campus

**TENDER DOCUMENTS**

LAST DATE OF APPLICATION FOR TENDER FORM :- 25 /09 /2023

LAST DATE OF SUBMISSION OF TENDER FORM :- 27/09/2023  
(By Registered Post only at 5.00 P.M.)

DATE OF OPENING OF TENDER :- 29/09/2023  
(In Administrative Building VC Office, Meeting Hall  
By 03:00 P.M.)

COST OF TENDER FORM :- 1000/-  
(By D.D. in Favour of Registrar,  
Pt. Ravishankar Shukla University, Raipur (C.G.)  
Or Payment portal of University  
By Online in www.prsu.ac.in  
Cost of Tender form Rs. 1000 (One thousand) Received by DD NO. \_\_\_\_\_  
Tender form Issued to : \_\_\_\_\_

Raipur, dated 25.09.2023

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*Sycoatel*  
Registrar

## ITEM RATE TENDER AND CONTRACT FOR WORKS

1. All works proposed for execution by contract will be notified in a form "B" of invitation to tender posted in public places and signed by the Registrar.

This form will state the work to be carried out as well as the date for sub-mitting and opening tenders and the time allowed for carrying out the work ; also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from bills. It will also state whether refund of quarry fees, royalties, octroi duties and ground rents will be granted. Copies of specification, drawing and a schedule of quantities and rates of the various descriptions of work and any other documents required in connection with the work, signed for the purpose of identification by the shall also be open for inspection by the contractor at the office of the university engineer.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so. Such power of attorney should be produced with the tender and it must disclose the firm is duly registered under the Indian Partnership Act.
3. Any person who submits a tender shall fill up the prescribed printed form stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified. In the said form of invitation to other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer written outside the envelope.
4. The Registrar or his duly authorised assistant, will open tenders in the presence of and intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Registrar and the contractor shall be responsible for seeing that he procures a receipt signed by the Authorised officer
7. The memorandum of work tendered for, and the schedule of materials to be supplied by the University and their issues rates shall be filled in and completed in the office of the University Engineer before the tender form is issued. If a form is issued to and intending tenderer without having been so filled in and completed, he shall request the office to have this done before the completes and delivers his tender.

### TENDER FOR WORKS

I / We hereby tender for the execution for the Pt. Ravishankar Shukla University Raipur (C.G.) of the works specified by in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in

(2)

all respects with the specification, designs, drawing, and instructions in writing referred to in rule I hereof and in clause 12 of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

## MEMORANDUM

*(a) General description	Annual Maintenance of Garden/Lawn of University Campus
(b) Estimated cost	Rs. 56,81,000/-
(c) Earnest Money	Rs. 42,600/-
** (d) Security deposit including Earnest money).	@ 5%
*** (e) Percentage if any, to be deducted From bills.	Income Tax, GST, Royalties, as per Govt. Rules Water/Electric Charge, New Plants will be provided by the University.
(f) Time allowed for the work from The date of written order to Commence , months.	12 Months

Providing of Skilled Labours including Contractor Supervision & Consultancy for providing and spreading different fertilizer (black fertile & sandy) manure, Anti-termite Chemical, uprooting grass, weeds disposal, transporting the grass, weeds disposal, transporting the same in instructed site of campus including maintenance consultantation & all the requirement as desired as site with machinery and tools & curing pipe with its fuels etc, Complete, excluding cost of new plants supplied by the University.

- \* If several sub-works are included, they should be detailed in a separate list.
- \*\* This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.
- \*\*\* This percentage, where no security deposit is taken, will vary from 5 percent to 10 percent to according to the requirements of the case. Where security deposit is taken, see note to clause I of the conditions of contract.

## CONDITIONS OF CONTRACT

**Clause 1. - Security Deposit-** The person/persons whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the contract include his heirs., executors, administrators, representatives and assigns) shall 4<sup>1</sup> (A) (within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less, and so on. Upto a limit of ten day of the receipt by him of the notification of the acceptance of his tender) deposit with the in cash or Government securities endorsed to the (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender to make up the full security deposit specified in the tender) or<sup>2</sup> (B) (permit University at the time of making and payment to him of work done under the contract to deduct such some as will (with the earnest money deposited by him) amount to 5% percent of all moneys so payable, such deductions be held by University by way of security deposit.) provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to 5% percentage of the total estimated cost of the work, it shall be lawful for University at the time of making any

payment to the contractor for work done under the contract to make up the full percentage of 5% percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the the contract to University under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or become due to the contractor by on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as afore said, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof . The security deposit referred to, when paid in cash, may, at the cost of the depositor be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Note.- Any sum deposited in cash by the contractor under (A) or amount of deductions made under (B) may, if the contractor so desires, be converted into one of the recognised forms if interest, bearing securities to be approved by the officer sanctioning the contract, provided the amount to be converted is not below Rs. 1,000(One thousand) and the period of contract warrants such conversion. Such securities should be endorsed to the Registrar.

The security deposit would also be converted in the shape of Bank Guarantee in recognised form with prior approval of the authority sanctioning the contract.

- 1 Strike out "A" or "B" as that case may be.
- 2 This will be the same percentage as that in the tender at (C)
- 3 This percentage (not exceeding 10 percent) will be fixed in every case to suit requirements, e.g. if it is fixed at 8 percent and the security deposit only amounts to 5 percent of the estimated cost of the work, then 3 percent should be deducted from every payment. If the percentage is fixed at 10 percent and the securities deposit only amounts to 6% then 4% should be deducted and so on.

### Compensation for Delay

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 throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Registrar may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unexecution of the work. the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of work before one fourth of the whole time allowed under the contract has elapsed ; one half of the work, before one half of such time has elapsed.

In the event of the contractor failing to comply with this condition he shall be laible to pay Registrar may decide on the said estimated cost of the whole work for every day that the

due quantity of work remains incomplete. Provided always that the entire amount of compensation be paid under the provision of this clause shall not exceed eight percent on the estimated cost or the work as shown in the tender.

### **3. Action when the contractors becomes liable for levy penalty.**

**Clause 3.-** In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of the security deposit (whether paid in one sum or deducted by installments) or committed a breach of any terms contained in clause 24 or in the case of abandonment of the work owing to the serious illness or death of the contractor or any other cause, Registrar of the Pt. R.S.U. Raipur (C.G.) shall have power to adopt any one of the following courses. As he may deem best suited to the interest of Pt. R.S.U. Raipur (C.G.)

- (a) To rescind the contract, (of which resignation notice in writing to the contractor under the hand of the Registrar shall be conclusive), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Pt. R.S.U. Raipur (C.G.)
- (b) To employ labour paid in the Pt. R.S.U. Raipur (C.G.) or by employing departmental machinery and to supply materials to carry out work, or any part of the work, debiting the contractor with the cost of the labour or hire charge of departmental machinery and the price of materials (of the amount of which cost and price a certificate of the shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of this contract, or the cost of the labour and the price of the materials as certified by the Registrar shall be final and conclusive against the contractor. This does not qualify the contractor to any refund if the work is carried out at lower rates than the rates quoted by the contractor. Saving, if any, will go to the Pt. R.S.U., Raipur (C.G.)
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case and expenses which may be incurred in excess of the certificate in writing of the Registrar shall be borne and paid by the original contractor and may be deducted from any money due to him by Registrar under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof. If the work is carried out at lower rates the contractor shall not be entitled for any refund on the account saving, if any which shall go to the Pt. R.S.U. Raipur (C.G.)

In the event of any of the above course being adopted by the University, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provisions aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work therefore actually performed under this contract, unless and until the Registrar will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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### **Contractor remains liable to pay compensation if action not taken clause 3.**

**Clause 4.-** In any case in which any of the powers conferred upon the University Authorised Officer /Registrar by clause 3 hereof, shall have become exercisable and the same shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses 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 Authorised Officer/ Registrar putting in force either of the power under clause (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials, and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rate or, in case of these not being applicable, at current market rates to be certified by the Authorised Officer/ Registrar whose certificate thereof shall be final, otherwise the Authorised Officer/ Registrar may by notice in writing to the contractor or his clerk of the works, foreman or other, authorised agent require him to remove such tools, plant, materials of stores from the premises (within a time to be specified in such notice).

Power to take possession of or require removal of or sell contractor's plant. In the event of the contractor failing to comply with any such requisition. The Authorised Officer/ Registrar may remove them at the contractor's expense or sell them by auction or to private sale on account of the contractor and at his risk in all respects and the certificate of the Authorised Officer/ Registrar as to the expense of any such removal and amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**Clause 5.- Extension of time-** If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in execution of any other ground, he shall apply in writing to the within thirty days of the hindrance on account of which the desires such extension as aforesaid, and the shall, if in his opinion (which shall be final) reasonable grounds, be shown therefor, authorise such extension for a period not exceeding three months. Any further extension of time shall be subjected to the previous sanction of the Vice Chancellor.

**Clause 6.- Final Certificate.-** On completion of the work the contractor shall be furnished with a certificate by the Authorised Officer/ Registrar of such completion; but no such certificate shall be given. Nor shall the work be considered to be completed until the contractor shall have removed from the primises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors or other part of any building of structure in upon or about which the work is to be executed, or, of which he may have had possession for the purpose of the execution there of, nor until the work shall have been measured by the Authorised Officer of University whose measurements shall be binding and conclusive against the contractor. If

the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Authorised Officer of University may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect or any such scaffolding of surplus materials as aforesaid except for any sum actually raised by the sale thereof.

**Payment of intermediate certificate to be regarded as advances**

**Clause 7.-** No payments shall ordinarily be made for work estimated to cost less than rupees one Lacs till after the whole of the works shall have been completed and a certificate of completion given; but if intermediate payment during the course of the execution of work is considered desirable in the Interest of works, the contractor may be paid at the discretion of the Authorised Officer of the University. But if the case of works estimated to cost more than rupees one Lacs, the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Authorised Officer of the University whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all the such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for works actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract or any part thereof, in any respect, or the accruing of any claim, not shall it conclude, determine or effect, in any way, the powers of the Authorised Officer of the University under these conditions or any or them 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 completion of the work otherwise the University Authorised Officer certificate of measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

**Bill to be submitted monthly**

**Clause 8. -** A bill shall be submitted by the contractor each month on or before the date fixed by the Authorised Officer of the University. Shall take for all work executed in the previous month and the Authorised Officer of the University. Shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill.

If the contractor does not submit the bill within the time fixed, as aforesaid the Authorised Officer of the University may depute a subordinate to measure up the said work in the presence of the contractor whose counter-signature of the measurement list will be sufficient warrant; and the Authorised Officer of the University may prepare a bill from such list which shall be binding on the contractor in all respects.



## Bill to be in Printed Form

**Clause 9.** - The contractor shall submit all bills on the printed forms to be had on application at the office of the Authorised Officer of the University, and the charges 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.

### Receipts to be signed by partners or persons having authority to do so

**Clause 10.** - Receipts for payment made on account of a work when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

### Stores Supplied by the University

**Clause 11.** - If the specification or estimate of the works provides for the use of any special description of materials to be supplied from the Authorised Officer of the University stores or if it is required that the contractor shall use certain stores to be provided by the Authorised Officer of the University (such materials 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 of memorandum. Hereto annexed), the contractor shall be supplied with such materials and stores, as required from time to time to be used by him for the purpose of the contract only, and the value of the fully quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract of otherwise; or against or from the security deposit or the proceeds of sale thereof; if the same is held in Government securities the same of sufficient portion there of being in this case sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of University, and shall not on any account be removed from the site of the work, and shall at all time be opened to inspection by the Authorised Officer of the University. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Authorised Officer of the University store, if by a notice in writing under his hands he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

### Works to be executed in accordance with specification, Drawing Orders etc.

**Clause 12.-** The contractor shall execute the whole and every part of work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Authorised Officer of the University and lodged in his office, and to which the

contractor shall be entitled to have access at such office or in the site of the work for the purpose of inspection of during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawing and instruction as aforesaid.

### **Alterations in Specifications and Designs**

**Clause 13.** - The Authorised Officer of the University shall have power to make any alteration in, omissions from, addition to, substitution for, the original specification, 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 which may be given to him in writing signed by the Authorised Officer of the University and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional substituted work which the contractor may be directed to do in the manner above specified as part of work shall be carried out by the contractor on the same conditions, in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

**Extension of time in consequence of alterations.-** The time for the completion of the work shall be extended in the proportion that the altered, additional of substituted work bears to the original contract work and the certificate of the Authorised Officer of the University shall to be conclusive as to such proportion.

**Rates for works not in estimate of schedule Fixed by the Authorised Officer-** And if the altered, additional of substituted work includes any class of work, for which no rate is specified in this Current contract, then such class of work shall be carried out at the rates entered in the schedule of rate of the Fixed by the Authorised Officer which was in force at the time rates entered in the schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Authorised Officer of the University of the rate which it is his intention to charge for such class of work ; and if the Authorised Officer of the University does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to carry out as he may consider advisable, provided always that if the contractor shall commence work of incur any expenditure in regard there to before the rates have been determined as lastly hereinbefore mentioned, then and in such case he shall only be entitled to be paid in respect of the work, carried out of expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate of rates as shall be fixed by the Authorised Officer. In the event of a dispute the decision of the vice-chancellor of the University shall be final.

### **No claim to any payment of compensation for alteration in or restriction of work**

**Clause 14.-** If at any time after execution of the contract documents the Authorised Officer of the University shall for any reason whatsoever require the whole of any part of the work as specified in the tender, to be stopped for any period or shall not require the whole of 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 case, such except as provided hereunder, the

contractor shall have no claim to any payment or compensation whatsoever 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 the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed 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 the said notice the contractor shall be paid for such materials at the rates determined by the Authorised Officer/Registrar, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, in 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 Authorised Officer/Registrar whose decision shall be final. If the contractor suffers any loss on account of his having to pay 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 Authorised Officer/Registrar whose decision shall be final may consider reasonable, provided that the contractor shall not be the Authorised Officer/Registrar 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.

#### **Time limit for unforeseen claims**

**Clause 15.-** Under no circumstances whatsoever, 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 Authorised Officer/Registrar within one month of the cause of such claim occurring.

#### **Action and compensation payable in case of bad work**

**Clause 16.-** If at any before the security deposit is refunded to the contractor it shall appear to the Authorised Officer/Registrar 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 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 Authorised Officer/Registrar to intimate this fact in writing to the contractor and 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 works 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 provide other proper and suitable materials or articles at his own proper charge and cost ; and in the event of his failing to do so within a period to be specified by the Authorised Officer/Registrar in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate every day not exceeding ten days, during which the failure so continues and in the case of any such failure the Authorised Officer/Registrar may rectify or remove and re-execute the work of remove and replace the materials or article complained of as the case may be at the risk and expense in all respects of the contractor should the Authorised Officer/Registrar consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

**Contractor liable for damage done for imperfections for  
three months after certificate**

**Clause 17.-** If the contractor or his work people, or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road, curbs, fences, enclosure water-pipes, cables, drains, electric or telephone posts or wires trees, or grass-land or cultivated ground contiguous, the premises or, which the work or any part of it, is being executed or if any damage shall happen to the work, while in progress from any cause whatever, or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Authorised Officer of the University as aforesaid, the contractor shall make the good at his own expense in default the Authorised Officer/Registrar may cause the same to be made good by other work-men and deduct the expense (of which the certificate of the Authorised Officer of the University shall be final) from any sums that may be then or at any time thereafter may become, due to the contractor or from his security deposits of the proceeds of sale thereof, or of a sufficient portion thereof.

**Works to be open for inspection : contractor or  
responsible agent to be present**

**Clause 18.-** All work 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 Authorised Officer of the University and his subordinates and they shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Authorised Officer of the University or his subordinate to visits the works shall have been given to the contract, either himself be present to receive orders and instructions, or have a reasonable agent duty accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

**Notice to be given before work is covered up**

**Clause 19.-** The contractor shall give not less than five days notice in writing to the Authorised Officer of the University or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach or measurement, any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up placed beyond the reach of measurement any work without consent in writing of the Authorised Officer of the University or his subordinate in charge of the work shall be covered up or placed beyond the reach of measurement without such notice having been or consent obtained, the same shall be uncovered at the contractors expense or in default thereof no payment or allowance shall be made for such work or this materials with which the same was executed.

**Contractor to supply plant, ladder scaffoldings etc.**

**Clause 20(a).-** The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Authorised Officer of the University store), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted, and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement of the Authorised Officer of the University as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials/Fertilizers necessary for the purpose of setting out works, and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing in the same may be

provided by the Authorised Officer of the University at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion, thereof.

**The contractor is liable for damages arising from non-Provision of lights, fencing, etc.**

**(Clause 20(b).** - The contractor shall also provide at his own cost, except when the contract specifically provides otherwise, and except for payment due under clause 13 all necessary, fencing, and lights required to protect the public from accident and shall be bound to bear the expenses or 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 costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Compensation under section 12 sub-section (1) of the workmen's compensation Act, 1923**

**Clause 21.-** In every case in which by virtue of the provisions of section 12, sub-section (1) of the workmen's compensation Act, 1923, University are obliged to pay compensation to a workman employed by the contractor in execution of the works. University will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of University under section 12. sub-section (2) of the said Act, University shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by University to the contractor whether under this contract or otherwise, University shall not be bound to contest any claim made against them under section 12, sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to University full security for all costs for which University might become liable in consequence of contesting such claim.

**Labour Labourers below the age of seventeen years**

**Clause 23.-** No labourer below the age of seventeen shall be employed on the work.

**Fair Wage**

**Clause 24.-**The contractor shall pay not less than fair wage of labours engaged by him on the work.

**Explanation.-** (a) "Fair wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the collector of the District for the University in which the work is done.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the labour Act in force.

(d) The Authorised/Registrar shall have the right to deduct, from the moneys due to the

contractors, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of wages or of deductions made from his or their wages, which are not justified by the terms of the contract of non-observance of the regulations.

(e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

### **Work Not to be Sublet**

**Clause 25.-** The contract shall not be assigned or sublet without the written approval of the Registrar. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if and 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 employ of University in any way relating to his office or employment, or if any such officer or person shall become in any way directly interested in the contract, and Registrar 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 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore performed under the contract.

### **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss**

**Clause 26.-** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University with reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained

### **Changes in the constitution of firm**

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

### **Works to be under the direction of Registrar/Authorised Officer**

**Clause 28.-** All works to be executed under the contract shall be executed under the direction and subjected to the approval in all respects of the Authorised Officer of the University 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.

### **Disputes relating to specification, designs, workmanship etc.**

**Clause 29.-** Except where otherwise specified in the contract the decision of the Vice-Chancellor of the University for time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions here before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs, drawing,

specifications, estimates, instruction, orders or these conditions or otherwise concerning the works, or the execution, or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof, provided that the Vice-Chancellor shall before giving the decision in the matter give an opportunity of being heard to the contractor.

### **Lump Sums in Estimates**

**Clause 31.-** 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 such items, or if the part of the work in question is not, in the opinion of the Authorised Officer, capable of measurement, the Authorised Officer may at his discretion pay the lump sum amount entered in the estimate, and the conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

### **Action where no specification**

**Clause 32.-** In the case of any class of work for which there is no such specification as is mentioned in rules, such work shall be carried out in accordance with the specification approved by Registrar for application to works in the and in the event of there being no such specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Authorised Officer.

### **Definition of work**

**Clause 33.-** The expression "works" or "work" where used in these conditions. Shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted, or additional.

### **Claim for quantities entered in the tender or estimate**

**Clause 34.-** Quantities shown in the tender are approximate and no claim shall be entertained for quantities or work executed being either more or less than those entered in the tender or estimate.

**Clause 35.-** No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, or in the case of clearance works on account of any delay in according sanction to estimates & Approval of Tender

### **Employment of Scarcity Labour**

**Clause 36.-** If University declare a state of scarcity of famine to exist in any village within 16 km. of the work the contractor shall employ upon such parts of the work, as are suitable for unskilled labour any person certified so him by the Authorised Officer or by any person whom the Authorised Officer may have delegated this duty in writing, to be in need of relief and shall be bound to pay such persons wages not below the minimum which University may have fixed in this behalf Any dispute which may arise in connection with the implementation of this clause shall be decided by the Registrar/ Authorised Officer whose decision shall be final and binding on the contractor.

### **Refund of quarry fees and Royalties**

**Clause 37.-** All quarry fees, royalties, octroi duties and ground rent for stacking materials, if any, should be paid by the contractor, who will, however be entitled to a refund, of such of the charges as are permissible under the rules on Authorised Officer that materials where required obtaining a certificate from the for use of University work.

### Royalty for breach of contract

**Clause 38.-** On the breach of any term or condition of this contract by the contractor the said University shall be entitled to forfeit the security deposit or the balance thereof, that may at that time be remaining, and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the said to recover any further sums as damages from any sums due or which may become due to the contractor by University or otherwise howsoever.

**Note.-** If there is any difference between the amount of words and figures written in the tender forms by the contractor the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so Security deposit of the contractor shall be forfeited.

### Notice to the contractor to start work

Your contract for the \_\_\_\_\_ has been accepted By Pt. Ravishankar Shukla University Raipur (C.G.) on the \_\_\_\_\_ day of 2022 \_\_\_\_\_ and you are here by ordered to commence the work.

Registrar

The notice to the contractor(s) to start work from the \_\_\_\_\_ day of \_\_\_\_\_ 2022 \_\_\_\_\_ was issued vide this office memorandum NO \_\_\_\_\_ dated the \_\_\_\_\_ 2022

### Completion Certificate

In pursuance of clause 6 of the Agreement in from B, dated the \_\_\_\_\_ Between the contractor Shri \_\_\_\_\_ and the Pt. Ravishankar Shukla University Raipur (C.G.) it is hereby certified that the said contractor has duly completed the execution of the work undertaken by him there under on the \_\_\_\_\_ day of \_\_\_\_\_

Signature of contractor

Signature of Authorised  
Officer

### SCHEDULE

Showing (approx imately) materials to be supplied by the Department under clause 11 and 30 for work contracted to be executed and the rates at which they are to be charged for.

Particulars	Rates at which the material will be charged to the contractor	Place of delivery
(1)	(2)	(3)
(1) New Plants	Unit No Rs. Free of Cost	At Work Site

**Note.-** The person of firm submitting the tender should see that the rates in the above schedule are filled up by the Authorised Officer on the issue of the form prior to the submission of the tender.

-----  
Signature of the  
Contractor

(15)

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Signature of University  
Authorised Officer

विकास विभाग  
पं. रविशंकर शुक्ल विश्वविद्यालय, रायपुर (छ.ग.)



**Clause 39.** The Tender Shall be Submitted by Registered Post/Speed Post Only in Sealed Envelop alongwith the following requirments :-

**In Envelop (A)**

Containing Ernest money of Rs. 42,600.00 (Rupees Forty Two Thousand Six Hundred) Only in Shape of Demand Draft in favour of The Registrar, Pt. Ravishankar Shukla University, Raipur (C.G.) Payable at Raipur (C.G.)

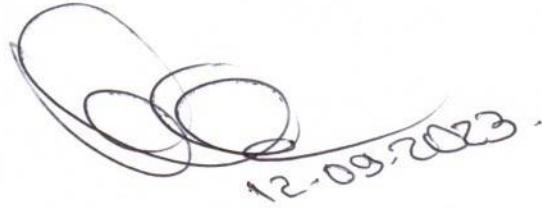
**In Envelop (B)**

1. Registration Certificate of Firms.
2. "Pan Card" in the Name of Firms.
3. GST Registration Certificate.
4. Experience Certificate of Last 3 Years executing Horticulture/Garden Work (It Should be not less than 50 lacs in Aggregate & certified not below the name of executive Engineer.)
5. Certified Copy of Financial Turnover signed by chartered accountant of Last 3 Financial Year amount not below Rs. 25 Lacs.
6. Valid Bank Guarantee of Rs. 25 Lacs.
7. Partnership deed if firms registered under several partners.
8. Income tax return of last financial year.
9. Work in hand / Progress Documents with copy of work orders.

Note :- Submission of Labour Licence Certificate will be essential before submission of 1<sup>st</sup> Running Bill.

**In Envelop (C)**

"Tender Bid" in Prescribed Forms "B"



12-09-2023

## TENDER SHEDULE

PAC Rs. 56,81,000.00

S.N	Scope of Works	Estimated Quantity		Unit	Rate Quoted Amounts for Per Square Feet in Year 2023-24 and 2024-25 (for 12 months)	
		Particular	Sq.ft.		In Words	In Figures
01	Providing of Skilled Labours including Contractor Supervision & Consultancy for providing and spreading different fertilizer (black fertile & sandy) manure, Anti-termite Chemical, uprooting grass, weeds disposal, transporting the grass, weeds disposal, transporting the same in instructed site of campus including maintenance consultantation & all the requirement as desired as site with machinery and tools & curing pipe with its fuels etc, Complete, excluding cost of new plants supplied by the University.	1.Administrative Garden Front	22948	Per Sq.ft.	Rs. ....	Rs. ....
		Rear	43600			
		2.Auditorium	49600			
		3.Life Science	23300			
		4.Science Building	29600			
		5.Entrance Gate Road Both Side	28053			
		6. Girls Hostel	20722			
		7. Geography	2508			
		8. Anthropology	2600			
		9.Computer Science	5016			
		10. VC Bunglow	14531			
		11.UTD RUSA Garden	39656			
		12. Library	7350			
		13. UTD	27500			
		14. Geology	20250			
		15. Baal Udyaan	36025			
		16. Guest House	25500			
		17.Gandhi Hostel	7400			
		18.Powergrid Hostel	11500			
		19. MBA	2225			
		20. Biotechnology	15600			
		21. Teacher Hostel	15000			
		22.Road Side Cleaning	40000			
	<b>Total</b>	<b>486449</b>				

Should this tender be accepted, I / We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed here to so far as applicable, or in default thereof to forfeit and pay to the or his successors in office the sums of money mentioned in the said conditions.

The sum of Rs. 1\* (42,600/-) is, herewith forwarded in Shape of Demand Draft as earnest (a) 2\* the full value of which is to be absolutely forfeited to the or his successors in office, should Pt. Ravishankar Shukla University Raipur (C.G.) I / We not deposit the full amount of security deposit specified in the above memorandum. In accordance with clause 1 (A) of the said condition of contract, otherwise the said sum of Rs (Forty Two Thousand Six Hundred Only.) shall be retained by as on account of such security deposit as aforesaid, of (b)3\*, the full value of which shall be retained by Pt. Ravishankar Shukla University Raipur (C.G.) on account of the security deposit specified in clause 1 of the said conditions of contract.

Dated the..... day of.....2023

Signature of contractor before submission of tender  
Address

(17)

विकास विभाग  
पं. रविशंकर शुक्ल विश्वविद्यालय, रायपुर (छ.ग.)

4\* Witness/Name.....

Mob. No.....

Occupation.....

Address.....

- 1\* Give particulars and Registration & Mobile
- 2\* Strike out (a) if no cash security deposit is to taken.
- 3\* Strike out (b) if any cash security deposit is taken.
- 4\* Signature of witnesss to contractor's signature.

The above tender is hereby accepted by me on behalf of the Pt. Ravishankar Shukla University Raipur (C.G.)

Dated the..... day of ..... 2023

Registrar

विकास विभाग  
पं. रविशंकर शुक्ल विश्वविद्यालय, रायपुर (छ.ग.)