



**Store Purchase Officer**  
**U.P. Pt Deen Dayal Upadhyay Pashu Chikitsa Vigyan**  
**Vishwavidyalaya Evam Go-Anusandhan Sansthan,**  
**Mathura (U.P) -281001**

Tender No. 13/SPO/2018-19

Date: 29-06-2018

**SHORT TERM E-TENDER**

University invites online bid from interested firms for **White washing, Distempering/painting and maintenance etc. in university buildings**. Only those tenderers will be eligible to participate in tender who are registered for e-tendering and having digital signatures. Details regarding e-tender and tender form would be available on e-tender portal **<http://etender.up.nic.in>**.

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S.No.	Name of item	Ernest money (Rs.)
1	White washing, Distempering/painting and maintenance etc. in university buildings	60000.00

The scheduled dates and time for the tender are:-

Availability of online tender forms	Date 03-07-2018 from 6:00 PM
Submission of online tender forms start	Date 03-07-2018 from 6:55 PM
Last date for online submission of tender form	Date 22-07-2018 up to 5:00 PM
Submission of documents (Hard Copy)	Dated 23-07-2018 up to 02:00 PM
Opening of Online tender forms (Technical)	Date 23-07-2018 from 3:00 PM

If any query, please contact: **09457210868 (Timing: 10:00 AM to 5:00 PM)**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

1. The tender form/bidder documents may be downloaded from the university web site: **www.upvetuniv.edu.in**. Online submission of Bids through U.P. Govt. e-tender portal (**http://etender.up.nic.in**) is mandatory. Manual/Offline bids shall not be accepted under any circumstances.
2. Tenderers/bidders are requested to visit the website **http://etender.up.nic.in** regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this websites only.
3. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Competent authority reserves the right to accept or reject any or all the tenders.
4. The interested Firms are required to deposit (in original) an Earnest Money in the shape of **FDR/DD** with the tender document and (Cost of tender form: **Rs. 1000/- Non-refundable**) in the shape of **demand draft only** is to be made in favour of **“Finance Officer, Veterinary University, Mathura”**.

The Firms are also required to upload copies of the following documents:-

- (a) Scanned copy of Tender form cost Rs. 1000/- (Rupees One thousand only) with the individual Tender.
- (b) Scanned copy of Earnest Money Deposit Rs 60000/- (Rupees Sixty thousand only).
- (c) Scanned copy of PAN Card in the name of firm/proprietor.
- (d) Scanned copy of GST No. in the name of firm/proprietor.
- (e) Scanned Copy of **three** years work experience of minimum Rs. 20.00 lakh in State govt./Central govt./university/institutes
- (f) Scanned copy of income tax returns of last three assessment year.

**Store Purchase Officer**

## **SCHEDULE OF REQUIREMENTS**

1. Name of the Purchaser

**Store Purchase Officer**

Veterinary University (DUVASU)

Mathura – 281001 (U.P)

2. Purchaser's mailing address

**Store Purchase Officer**

Veterinary University (DUVASU)

Mathura – 281001 (U.P)

**Scanned copies of Documents/Papers, EMD to be submitted online with Technical Bids: (In the absence of these, tender cannot be considered). A copy of the same documents must be sent to this office.**

### **TECHNICAL BID:**

<b>Sl.No.</b>	<b>Document Required</b>
1.	DD of tender form (Non-refundable) cost Rs. 1000/- (Rupees One thousand only) with the tender Documents.
2.	FDR/ DD of Earnest Money Deposit Rs. 60000/- (Rupees Sixty thousand only) with the tender Documents.
3.	Scanned copy of PAN Card in the name of firm/proprietor
4.	Scanned Copy of GST No. of the firm/proprietor
5.	Scanned Copy of <b>three</b> years work experience of minimum Rs. 20.00 lakh in State govt./Central govt./university/institutes
6.	Scanned copy of income tax returns of last three assessment year

**Store Purchase Officer**

### **Certificate**

1. I/We hereby certify that price list is submitted with the tender in circulation throughout country. Nothing is hidden in this price list.

2. This discount as given with this tender document is highest. I/we are not given higher discount to any other U.P. State/Central Govt. Department.

**(Signature of Tenderer)**

With name & mobile No.

## **CONDITIONS OF CONTRACT**

### **Clause 1. Security Deposit-**

At the time of making any payment to the persons whose tender may be accepted (here-in-after called the contractor) university shall be entitled to deduct 10 percent of all money payable until such deductions with the earnest money deposited by him amount to 10 percent of the total cost Of the work which would form the security deposit. All compensation or other sums of money payable by the contractor to university under the terms of this contract may be deducted from or paid by the sale of a sufficient part of this security deposit, or from the interest arising there or from sums which may be due or may become due to the contractor by university on any account what so ever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash government securities endorsed as aforesaid as sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

### **Clause 2. Compensation for delay-**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract be proceeded with all diligence (time being deemed to be the essence of the contract on the part of the contractor) and the shall pay as compensation an amount equal to one per cent or such smaller amount as the Incharge officer Engg. Department (whose decision in writing shall be final) may decide the amount of total cost of the whole work shown in the tender, every day that the work remains uncommenced or unfinished after the proper dates, Further, to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete the value Of the whole of the work within  $\frac{1}{4}$  period from the date of start Of the work, one half the value of the work within  $\frac{1}{2}$  period from such date and three fourth the value of the work within  $\frac{1}{3}$  period from such date.

In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Incharge officer Engg. department (whose decision in writing shall be final) may decide on the said total cost of the whole work for ever day that the due quantities of the work remains the complete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent on the total cost of the works as shown in the tender.

### **Clause 3. Action when security is forfeited**

In any case in which under any clause or caluse of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lIm-sum or deducted by installment) Incharge Engineering Department on behalf of the Uttar Pradesh Pt. Deen Dayal Upadhyaya Pashu Chiktsa Vigyan Vishwavidhyalaya Evem Go Anushandhan Sansthan, Mathura, shall have a power to adopt any of the following courses as he may deem best suited to the interest of the university.

**A.** To rescind to contractor (Of which rescission notice in writing to the contractor under the hand of the Incharge Engineering Departments shall be conclusive evidence), in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the university.

**B-** To employ labour paid by the University and to supply materials to carryout the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of which cost and price a certificate of the director of works shall be final and conclusive against the contractor) and credited to him with the value of the work done in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms

of his contract, and the certificate of the Engineer-in- Charge as to the value of the work done shall be final and conclusive against the contract.

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 to another contractor to complete in which case any expenses which may be incurred in excess of the sum which could have been paid to the original contractor, if the whole work had been executed by him (the certificate in writing of the Engineer-in-charge shall be final and conclusive for this excess amount) shall be borne and paid by the original contractor and may be deducted from any money due to him by university under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Incharge Engineering Department, the contractor shall have no claim to compensation for any loss sustained by him by reason of this having purchased or procured any materials or entered into any engagement or made any advances on account Of, or with a view to the execution of the work or the performance of such contract, and in case the contract shall be rescinded under the provision a fore said, the contractors has not be entitled to recover or be paj dany.

Sum of any work which has been actually performed under this contract, unless and until. The Incharge Engineering Department shall have certified in writing performance of such work and the value payable in respect thereof and contractors haw only been titled be paid the value so certificates.

**Clause 4. Contractor remains liable to pay compensation when action not taken under Caluse-3**

In any case in which any of the power conferred upon the Incharge Engineering Department by clause- 3 hereof shall have become exercisable and the same shall not exercises, The non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and, such power shall still be exercisable in the even of any future case of fault by the contract or for which by any clause hereof he is declared liable to pay compensation a mounting to the whole o his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Incharge Engineering Department putting in force either of the part (a) to (c) vested in him under the proceeding clause. Incharge Engineering Department may, if he so desires take possession of all or any tools, plants, materials, and stores, in or upon the works and the site thereof or belonging to the contractor or procured by him and intended to beused for the execution of the work or of any part there of paying or allowing for the same in account of the contractor rate sorjn case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final. Otherwise the Engineer-in-charge may by notice in writing to the contractor or his clerk of the work foreman or other authorised agent require him to remove such tools, plants, materials of store (and the removal from the premisses (within a time to be specified, in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove at the contractor expenses or sell them by auction or private sale on account of contractor and at his risk in all respect and the certificate of the Engineer-in-charge as to expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

**Clause 5. Extension of time :**

if the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Incharge Engineering Department within 30 (Thirty) days of the date of the h inderence on account of which he desires such extension as aforesaid and Vice-chancellor/Officer on Special Duty shall, if in his opinion (which shall be final) reasonable

grounds be shown thereof, authorise such extension of time. if any as may in his opinion, necessary or proper.

**Clause 6. Final Certificate-**

On completion of the work the contractor shall send a registered notice to the Engineer- in-charge giving the date of completion and shall request the Incharge Engineering Department to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete until the contract shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and clean the dirt from all wood work, door, windows walls, floors and other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose the execution thereof. If the contractor shall fail to comply the requirements of this clause as to removal of scaffolding, surplus materials, and rubbish and clearing the dirt on or before the date fixed for completion of the work the Engineer-in charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit, and clear off such dirt as aforesaid, and the contractor shall forth with pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On the completion, the work shall be measured by the engineer-in-charge whose measurement shall be binding and conclusive against the contractor.

**Clause 7. Payment of intermediate bills to be treated as advance**

No. running payments shall be made for work of estimated to cost less than rupees five thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees five thousand, the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the work thereof when approved and passed by the Engineer-incharge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payment 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 proclude the requirements of the unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as 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 in any way the powers of the Incharge Engineering Department under theses Condition or-any of the mas to the final settlement and adjustment of the accounts or 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 the work and of the amount payable for the works accordingly shall be final and binding all parties.

**Clause 8. Bill to be submitted monthly-**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous months and the Engineer-incharge shall take or cause to be taken the requisite measurement for the purpose of having the same varified and the claims, as far as admissible, adjusted, if possible before the expiry of twenty days from the date of presentation Of the bill. If the contractor does not submit the bill in the time fixed as aforesaid, the Engineer-in-charge may depute his subordinate for taking the measureng, ents and preparing the bill. Contractors counter signature to the measurement book be sufficient warrant, and the Engineer-in-charge may prepare a bill from such measurements which shall be binding on the contractor in all respect.

**Clause 9, Bill to be submitted no printed forms-**

The contractor shall submit to Engineer-in-charge all bills on the printed forms to be had on application from the university Engineering Department 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

persuance of these conditions and not mentioned or provided for in the tender at the rates here-in-after provided for such work.

**Clause 10. Stores supplied by the university**

If the specification or estimate of the work provides the use of any special description of materials to be supplied from the Engineer-in-charges store to the extent available, or if it is required that the contractor shall use certain stores be provided by Engineer-in-charge (such materials and stores at the prices be charged) therefore, as there-in-after mentioned being so far as practicable for convenience of the contractor but so as in any way to control the meaning of effect of this contract as specified in the schedule or memorandum here to annexed, the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only. The value of full quantity of materials and stores so supplied at rates specified in the said schedule or memorandum may be recovered or deducted from any sums then due, or thereafter to become due, to the contractor under the contract or otherwise or against, or From the security deposit, the proceeds of sale or thereof if the same is held in government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor are the property of the contractor, but shall not on any account be moved from the site of the work except with the written permission of the Incharge Engineering Department and shall at all times be open to inspection by the Engineer- in-charge.

Any such material sun used and in perfectly good condition at the time of completion or determination of the contract may, by special arrangement, be taken over by university at the prevailing market rates, if required for use on other works in progress provided that the value thus allowed shall not exceed the amount charged to the contractor.

**Clause 11. Work to be executed with specification drawing order of Incharge Engineering Department**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner in both materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the works. As signed by the Engineer-in-charge.

**Clause 12. Addition & alterations do not invalidate thereon-**

The Engineer-in-charge shall have power to make any alteration in, or additions to, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and 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 Engineer-in-charge and such alterations shall not invalidate the contract and any additional work for which the contractor may be directed to do in the manner above specified as part of the work and shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and the same rates as are specified in the tender for the main work. The time of completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and certificate of the Engineer-in-charge shall be conclusive as to such proportion. Contractor shall not be entitled to claim any compensation on this ground.

**Clause 12 (A). Rate for works not in estimate or schedule of rates of U.P., P.W.D.**

If the additional work includes any class of the work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the sanctioned P.W.D. schedule of rates of the district with same percentage above/below which the items based on P.W.D. schedule bear in the tender.

Items that are neither included in the bill of quantity of the tender nor in the sanctioned P.W.D. schedule or rates of the district and are required to be done shall be paid on following basis.

1- By analysis from the nearest item in the bond.



2- By analysis from the nearest item in the P.W.D. schedule of rates with same percent age above/below as in tender for schedule items.

3- By analysis based on the rates of labour and materials as given in the schedule, or based on the market rates of labour and materials which ever is less.

**Clause 12 (b).** For purpose of extra items same schedule of P.W.D. rates will be considered on which estimate has been based in the event of a dispute, the decision of the Incharge officer Engg. Department shall be unquestionable, final and binding of the contract and all matters regarding this contract.

**Clause 13.** No. compensation for alterations in or restriction of work to be carried out if at any time after the commencement of the work,

The Uttar Pradesh Pt. Deen Dayal Upadhyaya Pashu Chikitsa Vishwavidyalaya Evam Go Anusandhan Sansthan, Mathura, shall for reason what so ever not require the whole work as specification the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who 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 derive in consequence of the full, amount of the work not having been carried out, neither he shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured any material with a view to the execution of the work or the performance of the contract. But the Engineer-in-charge shall have option either to take over the materials at site, if approved quality and not in excess of the requirement of the work and to pay to the contractor the actual cost thereof (of the amount of which cost a certificate by EIC shall be binding on the contractor). In the event of this option not being exercised contractor or may submit to the Incharge Engineering Department within one month of the date of the order closing the execution of the work, a detailed statement of the loss that he estimates, he will sustain by removing, selling, or otherwise disposing of the materials which he will decide what sum, if any, would as a matter of grace be paid for the loss suffered by him. The decision of the Incharge officer Engg. Department shall be unquestionable, and binding on both parties in case of dispute of any nature arising out of the contract.

**Clause 14. Required or action and compensation payable in case of bad work**

If it shall appear to the Engineer-in-Charge, or his subordinate in charge of the work, that any work has been executed with any imperfect or unskilful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall, on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may be, remove the materials or article specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of total cost of the work for every day not exceeding ten days, while his failure to do so shall continue, and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove or replace with others the materials or articles complained of or as the case may be at the risk and expense in all respects of the contractor.

**Clause 15.**

The university, shall have the right to accept at reduced rates, substandard or defective works and to cause audit and technical examination of the works and the running and final bill of the contractor including all supporting vouchers, abstracts etc. before or after the payment of the

final bills and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract, but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and it shall be recoverable from him in the manner prescribed in class above, or in any other manner legally permissible and of it is found that the contractor in respect of any work executed by him the amount or such under payment may be paid by the university to the contractor provided that the sub standard or defective work accepted is not considered to be seriously defective by the Engineer-in-Charge and the rate of the work so accepted is suitably reduced by him to compensated the university and such reducing will be binding on the contractor.

**Clause 16. Work to be open /To inspection-**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall be all other times for which reasonable notice of intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor. He may either himself be contractor responsible agent to be present to receive orders and instructions or his responsible agent duly ascredited in writing be present for that purpose. Orders given to the contractor's agent shall be considered to have same force as if they had been given to the contractor himself.

**Clause 17.**

The contractor shall give not less than five days notice in writing to the Engineer-in- Charge or his subordinate incharge of work before covering up or otherwise placing beyond the reach of measurement work in order that the same may be measured and correct dismentions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not 'cover up or place beyond the reach of measurement any work without the consent in writing Of the Engineer-in-Charge or his subordinate incharge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Clause 18. Contractor liable for damages and for imperfections**

**For six months after completion certificate.**

If the contractor or his work people or servants shall break deface, injure or destroy any part of the building fence, enclosure of grass land or cultivated ground condineous to the premises on which the work or any part of it is being executed of if any damage shall be done to the work while in progress from any cause whatever, or any imperfection became apparent in it within six months after a certificate final or other of its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall made the same good at his own expense, or in default, the Engineer-in-Charge may cause to be made good by other workman, and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from and sums which may be than, or at any time thereafter any become due to the contractor or from his security deposits, or the proceeds or sale thereof or of a sufficient portion thereof.

**Clause 19. Contractor to supply plant, scaffolding etc.  
and is liable for damages and provision of lights fencing.**

The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charges store), plant appliance, implements, ladders condage take, scaffolding and temporary works requisite for the proper execution of the work, whether original, original, altered or sustituted and whether included in the specification or other documents forming part of the contract or raferred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which under these conditions he

is entitled to satisfied or which he is entitled to require, together with carriage there for to and for the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting weighting and assisting in the measurement or examination at any time and from time to time Of the work or materials, failing his so doing, the same may be provided by the E.I.C. at the expense of the contractor and the expense may be deducted from any money due to the contractor and under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the property and life of the workers. The contractor shall bear all expense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions, not to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 20. Work not to be sublet. contract may be rescinded & security deposit forfeited for subletting, if contractor come insolvent.**

The contract shall not be assigned or sublet without the written approval of the Engineer- in-Charge and if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence and in solvency proceeding or make any composition with his creditors or attempts so to do or if any bribe, gratuity, gift loan perquisite, reward or advantage pecuniary of otherwise shall directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents to any officer or persons in the employee of the Univ. in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the incharge Engineering Department may there-upon by notice writing rescinded the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the University and the same consequence shall ensure as if the contract has been rescinded under clause-3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there to force actually performed under the contract.

**Clause 21. Sum payable by way of compensation to be considered**

As reasonable compensation without reference to actual loss-

All sums payable by way of compensation under any of clause conditions shall be considered as. reasonable compensation to be applicable to the use of the University without reference to the actual loss or damages sustained, and whether or not any damage shall have been sustained.

**Clause 22. Change in constitution of firm**

In the case of a tender by partners any change in the constitution of the firm shall be notified by the contractor to the Engineer-in-Charge for his information.

**Clause 23. Works to be under direction of the Engineer-in Charge-**

All works to be executed under the contract shall be executed under the direction and subject to the approved in all respects of the E.I.C. for the being, who shall be an titled to direct at what point or points and in what manner they are to be commenced, and from time to time carried cut.

**Clause 24. Direction of the Incharge Engineering Department to be final-**

Except where otherwise specified in the contract decision of the Incharge Engineering Department for the time being shall be conclusive and binding on all parties to the contract upon all questions relating to the meaning of specifications, designs, drawings and instructions herein-before mentioned and as to the quality of workmanship or materials used on the work or as to another question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimated, instructions, orders, or these conditions or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the

work or after the completion thereof as abandonment of the contract. In all matters decision of Incharge Engineering Department shall be final, conclusive and binding on the Contractor.

**Clause 25. Lump sums estimates.**

When the estimate on which a tender is made includes lump-sum in respect of whole or 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. If the part of the work in question is not applicable in contract, in the opinion of the Engineer-in-Charge, he may at his discretion pay the lump-sum amounting entered in the estimate and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor or with regard to any sum or sums payable to him under provisions of this clause.

**Clause 26. Action when no specification**

In the case of any class of work for which there is no specification, such work shall be carried out in all respects in accordance with the instructions and requirements of the E. I.C.,

**Clause 27. Definition of the work.**

The expression 'WORKS' where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be and taken to mean the works or work by, or by virtue of the contract to be executed whether temporary or permanent, and whether original, altered substituted or additional.

**Clause 28. Contractors percentage to be applicable to gross amount of bill.**

The additions and deductions on account of the percentage preferred in CLAUSE-1 of the accepted tender will be calculated on the gross, and not the amount of the bills for the work done.

**Clause 29. (1 )**

In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, the University is obliged to pay compensation to workman employed by the contractor or by any sub-contractor by him in the execution of the said work, the compensation so paid and, without prejudice to the rights of the University shall be at liberty to recover such amount or any part by deducting it either from the earnest money deposited by the contractor or to his credit under CLAUSE-1 of these conditions or from other sum due from the University to the contractor whether under this contract or otherwise.

**Clause 29 (2)**

The University shall not be bound to contest any claim made against it under section 112, sub-section (1) of the said act. except on written request of the contractor and costs for which the University become liable in consequence of the contesting the claim.

**Clause 30.**

No earth for filling, or for any other purpose, shall be excavated within half mile of the site of work except with the permission of the Engineer-in-Charge and then only on condition that tiled area in which such excavation is made, shall be leveled and dressed by the contractor at his expense in accordance with the instructions of Engineer-in-Charge and in such a manner as to prevent the formation of pools of stagnant water.

If the contractor fails to comply with these conditions the Engineer-in-charge may cause the ground to be leveled and dressed by other workman and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums which may be due, or at any time there become due to the contractor or from his security deposit, or from the proceeds of sale thereof.

**Clause 31.**

No bricks for use of the work shall be manufactured within the limits of a municipality, cantonment or notified area or within half a mile of the site of the work. Any bricks so manufactured shall be rejected by the Engineer-in-charge.

**Clause 32.**

The Contract shall not, for the execution of the work, employ any labour under 12 year of age and within the limits of contonment any female laborer. For every breach of this rule the contractor shall be liable to pay by way Of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-Charge may fix. The Engineer-in-Charge may recover such sum by deduction from any sum which may be due, or may at any time thereafter become due from contract or any part thereof in any respect or the according of any sum thereof.

**Clause 33**

The contractor shall pay his labourers such wages as Shall not be less than those paid for similar work in the neighbourhood.

**Clause 34**

All the papers signed by the parties to this contract and bound together and sealed shall be deemed to from part of the contract bond and shall be read as conditions of contract.

**Clause 35**

The Contractor shall supply every labourer employed by him with a wage card on which the rate of wages, the attendance and payment will be entered.

**Clause 36**

If the work or/and conduct of any person employed by the Contractor is found to be unsatisfactory, he shall be removed from the works stones on the instruction of Incharge Engineering Departments decision shall be final and binding on the contract.

**Clause 37**

75% of the market value of materials, may be paid as secured advance on non perishable items only which have actually been brought to the site of work. Secured advance shall however, be paid on the discretion of the Incharge Engg. Department alongwith running bills. These materials will become the property of University and cannot be removed without written permission of Incharge Engg. Deptt. Contractor will however, be fully responsible for security of such materials.

**Clause 38.**

The contract is subject to Mathura Jurisdiction only.

**Signatures of Tenderers**

**TENDER FOR THE SUPPLY OF .....**

**(Name of item)**

***PLEASE CAREFULLY GO THROUH THE DOCUMENT AND ENSURE COMPLIANCE. NON-COMPLIANCE OF ANY ONE OF THE CONDITION MAY MAKE YOUR OFFER INVALID***

Please furnish the following information in this part so as to enable the panel to decide about qualification & the Technical tender. Necessary documents/certificates from the appropriate authority must be attached in support of statement below.

For qualification criteria the renderers are required to have supplied a specified quality or for specified amount of supplies made during the last financial years and the tenderers have to furnish from their clients a certificate in support of satisfactory performance.

1. Bid No. .... Dated for bid opening on .....
2. Name & address of Tenderer:
3. Status of tenderer (whether manufacturer/authorized Indian stockiest/Subsidiary of foreign manufacturer as per tender notice) (certificate must be attached):
4. What is your permanent Income Tax A/C No.(PAN):  
Status:
  - a. Are you currently registered with central/State GST Department? If so, indicate the date up to which your registration certificate is valid and whether there is any monetary limit on your registration.....
5. Please indicate:-  
Name & full address of your Banker(s)  
Account No .....  
Name of Bank .....  
Name of Address of Bank .....  
IFSC Code .....
6. State whether business dealing with you has been currently banned by any Ministry/Deptt. Or Central Govt. or U.P. State Govt. ....

**APPLICATION FORM FOR ENTERING IN TO TENDER FOR White washing,  
Distempering/painting and maintenance etc. in University Buildings U.P  
PANDIT DEEN DAYAL UPADHYAY PASHU CHIKITSHA VIGYAN  
VISHWAVIDHALAYA EVAM GO ANUSANDHAN SANSTHAN, (DUVASU),  
MATHURA -281001 (UP)**

1. Name & full address of the applicant:

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2. Items/materials for which tender desired/

(1) Name of Work.....

(2) (a) Certified copies of Central/State GST registration

.....

No., with date of validity

.....

(b) GST Registration No.

.....

(3) Income Tax PAN No.

.....

(4) Any other information

.....

**UNDERTAKING**

I/We hereby undertake that the information provided in the offer of tender are true and correct to the best of our knowledge and belief. In case any information is found incorrect and /or false at a later stage, purchaser can terminate the rate contract and also take legal action, if any, against our firm as per rules of the University.

Dated

Signature

Name of Company/Firm with complete address

## TERMS & CONDITIONS

1. Joints of rates as shown in the bill of quantities should be carefully seen as rates once given by the contractor shall remain unchanged and no excuse on any accounts whatsoever shall be entertained.
2. The Contractor must take into consideration all fluctuations in the rates of labour and materials during carryout of the work for any reason whatsoever No claim whatsoever on this account or due to increase in the taxes of excise duty shall be entertained.
3. In case the contractor keeps the labour at site of the work he shall have to provide requisite arrangement for their living latrines and water supply. The site shall be kept clean and tidy by the contractor.
4. All the materials arranged by the contractor shall be subject to the approved of the Engineer-in-charge and rejected materials if any will have to be removed by the contractor within two days from the site of the work otherwise a penalty Of Rs. 250/ per day will be imposed on him till the materials in question are removed.
5. An order book will be kept at the site of the work in which instructions shall be recorded by Engineer-in-charge or his representative. The contractor or his authorised agent will be required to sign the order book daily in acknowledgement of the instructions.
6. The contractors are expected to have been the condition of General P.W. ORM No. 9 which will be applicable to the will form part of the contract bond.
7. All receipt given by the contractor's authorised agent whose name should be intimated to the Engineer-in-Charge in writing shall be conclusive proof of the delivery of materials.
8. The materials given in the Schedule. Can be issued the contract or in such lots and quantities and in length and sized as available with the university to the exter reasons the contractor can claim no compensation for an such delays nor any extention of time will be granted on the account. Whenever materials are not available with University the contractor shall make his owner range mention permission from Incharge Engg. Deptt.
9. The work of electric water supply and sanitary installations will be a taken in hand when the building work has sufficiently advanced. The contractor shall afford all facilities to other contractors in execution of their works of that the entire work may proceed smoothly. No. compensation on this account shall be allowed.
10. The quantity of the brickwork, roofs, and plaster given in the bill of quantities are for all the storeys of the building. If due to any reason the contractor executes the work in lower storey sand leaves the work, undone in the supper storeys the final payments for the work done against these items in the lower storeys will be made at reduced rates.
11. Samples of items of work when considered necessary shall be got approved by the Engineer-in-charge before execution of the work.
12. Local Sand (fine sand) for brick work, plaster and pointing shall be from having finacness modulous no less than 1.25.
13. The Contractor shall have to make their own arrangement for water. However, if water from 'University Tube well utilized for the construction, the contractor shall have to pay @ 12% of the cost of items in which water has been used.
14. No work shall be done at night (7 P.M. to 7 A.M.) and holiday without the instruction in writing of the Engineer-in-charge.
15. The contractor will be required for get the strength of RCC or other works and materials tested, as desired by the Officer-in-charge Engg. Deptt. Regularly at his own cost. If the works and materials are found to be of poor strength the same shall be reconstructed / replaced at risk and cost of Contractor.
16. That the work done will be made on F.O.R basis to this university and its sub stations noted in the 'Notice Inviting Tenders', by road or rail transport.
17. **GST and other Govt, Levies as applicable will be paid extra. If tax (GST) is not mentioned in tax column separately then it will assumed that tax is included in the unit price/work cost of the item and no separate tax will be given to the firm.**
18. That the complete work at the risk and cost of the tenderer from railway/road transport.
19. That the work done of the material/work will have to be completed within specify period mentioned in the purchase/work order.
20. That the payment of the bill will be made preferably within 30 days on receipt of the goods/work in satisfactory condition and on receipt of the bill.
21. No revision in rate (on higher side) will be accepted during contract period. If the tenderer reduces its price or sells or even offers to sell the rate contracted goods/work following conditions of sell similar to those of



- the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.
22. That the order will be placed as per requirement, irrespective of value of the order.
  23. The bills and other related documents may be prepared in the name of **Store Purchase Officer, Veterinary University, DUVASU, Mathura** as the case may be.
  24. **Payment will be made through RTGS after physical and functional verification in case of work or after physical verification by committee constituted by the University. You are requested to submit the bank details along with bill.**
  25. While submitting the tender document, the tenderer should sign on each page of the tender document. Complete tender documents should be page numbered.
  26. The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.
  27. The Vice-Chancellor, DUVASU, Mathura reserves the right to cancel the tender without assigning any reason, thereof.
  28. Any dispute arising between tenderer and the purchaser will be referred to Arbitrator appointed by the Vice-Chancellor, Veterinary University, DUVASU, Mathura for which sole arbitration and decision thereon will be binding upon both the parties i.e. manufacturer/supplier/tenderer and purchaser.
  29. The tenderers may be called for technical discussions by the Technical Committee duly constituted or nominated by the competent authority of the University.
  30. All the self attested of the documents in the tender must have the legible name & designation in the firm/company, failing which, tender will be rejected.
  31. All the documents must have proper self attestation as per the requirement of tender.
  32. Part supply of any order/work will not be accepted and payment will be released only on receipts of complete satisfactory supply/services of ordered goods/stores/work.

**I have read the above terms & conditions and the instructions attached herewith and understood them carefully and agree to abide by the same.**

**Signature of tenderer with seal**

## **INSTRUCTIONS TO BIDDERS/TENDERS**

1. The tender will be made with manufacturer/principal firm valid for the period of **12 months from date of award of tender**. The period may be extended, if required further, change of authorized dealer will be allowed subject to the approval of the competent authority. Any request for adding any product will not be considered during the rate contract.
2. Proposals and tenders received after due date and time shall not be considered.
3. University is exempted from excise and customs duties on research consumables, in terms of Govt. Notification No. 51/96-Customs dated 23.07.1996 and central excise duty exemption in terms of Govt. Notification No. 10/97-Central Excise exemption benefits, the prices are required to be quoted by manufacturers essentially on ex-works basis, without including any excise/customs duty component.
4. Original documents duly signed & certified by authorized signatory along with soft copy in CD/Pen Drive will be sent to Purchase & Store Section, Veterinary University, Mathura before **opening technical bid date and time**. Prices once submitted with the tender will not be changed during the contract.
5. In Case of discrepancy between unit price & total price, the unit price shall prevail.
6. The firm must clearly mentioned that billing and supply will be done by them directly or by their authorized dealer. The firm may authorize only one dealer for supply and billing and disclose in the bid itself.
7. In case of supply of goods made through valid authorized dealer, their name & mail address, Phone Nos. may be declared/ indicated in the tender.
8. The bidders may submit cost of tender of Rs **1000.00 (Rupees One thousand only/-)** only in Shape of demand draft (Non-refundable) in favour of **"Finance officer, Veterinary University, Mathura"**.
9. The bidders may submit Earnest Money Deposit (EMD) of each item as mentioned above only in Shape of FDR/DD in favour of **"Finance officer, Veterinary University, Mathura"**.
10. Authorization certificate in respect of foreign firms duly self attested and showing validity for the period of rate contract may be submitted.
11. The firm should submit the list of U.P. State Govt. Depts/Organization/ICAR institute/University with whom they have rate contract for satisfactorily services regarding KOHA software in library.
12. Acceptance of terms & conditions of tender documents should be submitted.
13. Proposal for the rate contract should be submitted in the prescribed format and all columns may be filled up.
14. If tax(GST) is not mentioned in tax column separately then it will assumed that tax is included in the price/cost of the item and no separate tax will be given to the firm.
15. The tender of the firms which have either been black-listed by any U.P. State Govt. Deptt/University or University will not be accepted. The firms found black listed by any U.P. State Govt. Deptt/University between the contract periods, the contract will be terminated immediately.
16. The firm and/or purchaser are entitled to withdraw/cancel the Rate Contract by giving an appropriate notice on each office giving 7 days time.
17. The renderer has to go through all terms & conditions of this tender document follow all terms & conditions without any fail.
18. The Vice-Chancellor, Veterinary University, DUVASU, Mathura reserves the right to accept or reject any or all tenders without assigning any reason any time thereof.

**Signature of Tenderer**

## **Financial Bid (Only submitted in separate BOQ):**

**Name Of the Work: whitewashing, distempering/painting and maintenance etc. in departmental building and other building of duvasu, Mathura**

<b>S.No.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Tax, if any (Rs.)</b>	<b>Total Amount (Rs.)</b>
1.	White Washing two coat including S/o all materials labor T&P etc require for proper completion of the work & also including scraping of old white & disposal of refuse as directed by IE/C.	1 Sqmt.			
2.	As in item no. 1 above but one coat.	1 Sqmt.			
3.	As in item no. 1 above but three coat as new surface if required without scraping.	1 Sqmt.			
4.	Color washing two coat with approved as giving material to give an even shall be including S/o all material labor T&P etc including scraping of old wall surface and disposal of refuse directed by IE/C.	1 Sqmt.			
5.	As item no. 4 above but one coat.	1 Sqmt.			
6.	Distempering two coat with approve brand (Asian/Berger) & manufacturer of required shade and including scraping of old surface include labor T&P etc.	1 Sqmt.			
7.	As in item no. 06 above but one coat.	1 Sqmt.			
8.	As in item no. 06 above but distempering two coat on new wall surface with primer paint and including rubbing of ball surface etc.	1 Sqmt.			
9.	Finishing wall with two coat water proof cement paint of approved brand manufacturer such as super (Asian, snowcem, durocim, supercem) etc quality & of required shade on undecorated wall surface including labor T&P etc.	1 Sqmt.			
10	Finishing wall with two coat water proof cement paint of approved brand manufacturer such as super (Snowcem, durocim, supercem) etc quality & of required shade on undecorated wall surface including labor T&P etc.	1 Sqmt.			
11.	Same as in item no. 09 above but single coat.	1 Sqmt.			
12.	Finishing wall with two coat water proof cement paint of approved brand and manufacturer of required shade on previously old surface including scraping of old surface labor T&P etc. complet.	1 Sqmt.			
13.	Same as in item no. 11 above but single coat	1 Sqmt.			
14.	Finishing wall with two coat textured exterior paint (Apex) @ 3.28 ltr per 10sqmt of approved brand (Asian/Berger) and manufacturer and of required shade and undecorated wall surface to give even shade including curing and cost of all materials T&P etc and scraping, rubbing of old surface complete.	1 Sqmt.			
15.	Finishing wall with putty approved brand (Birla/JK) and manufacturer and of required shade including curing etc. labor T&P.	1 Sqmt.			
16.	Finishing walls with pop approved brand and manufacturer of required shade and undecorated wall surface to give even shade including curing etc complete.	1 Sqmt.			
17.	Sprit police including send papering cleaning the surface properly and than applying sprit police color with shining finishing supply of all material labor T&P. A- New Surface	1 Sqmt.			

	B- Old surface				
18.	Painting two coat with priming paint of ready mixed superior quality approved brand as per EI/C direction and including labor T&P etc complete.	1 Sqmt.			
19.	Same as in item no. 17 above but for one coat.	1 Sqmt.			
20.	Painting two coat on previously old surface including removing of paint from old surface including labor T&P etc complete.	1 Sqmt.			
21.	Same as in item no. 19 above but one coat.	1 Sqmt.			
22.	15mm thick cement plaster in 1:4 with cement and coarse sand mortar and including dismantling of existing plaster and disposal of refuse as directed by EI/C including labor T&P etc complete.	1 Sqmt.			
23.	As in item no. 21 above but Plaster 1:3 in ceiling etc.	1 Sqmt.			
24.	M-150 Brick work in 1:6 with cement mortar in foundation and plinth including labour T&P et. Complete.	Cumt.			
25.	M-150 Brick work As in 1:6 in super structure etc.	Cumt.			
26.	As in item no. 24 above but brick work in 1:4 in super structure.	Cumt.			
27.	E/W in excavation in foundation etc.	Cumt.			
28.	Cement concrete in 1:4:8 in foundation & under floor.	Cumt.			
29.	P/L cement concrete in 1:2:4 with 20 MM Size stone grit.	Cumt.			
30.	RCC 1:11/2:3 in slab excluding reinforcement.	Cumt.			
31.	S/F 32 mm thick flush door confirming is 2202 part including labour T&P etc.	Sqmt.			
32.	M.S. iron work in plain work	Kg.			
33.	M.S. work in heavy size such as trusses built up gate etc.	Kg.			
34.	S/F 6 mm thick china white glazed tiles with cm 1:3 (Kajaria or Somany make)	1 Sqmt.			
35.	P/L vitrified tiles in the flooring 600*600 mm size including approved brand kajaria or somany make with quick set tiles adhesive labour T&P etc.	1 Sqmt.			
36.	S/F Mosquito proof SS wire mesh with beading etc.	1 Sqmt.			
37.	P/F aluminum work for doors, windows, ventilators and partition with 5-5 mm thick glass pares etc & as per specification PWDSR	1 Sqmt.			
38.	P/F 4 mm thick glass pares with putty etc.	1 Sqmt.			

**Signatures of Tenderers**