
TENDER DOCUMENT

**Renovation & Up-gradation of Central Animal House Facilities
(Fabrication Works)**

**JAMIA HAMDARD
(HAMDARD UNIVERSITY)
HAMDARD NAGAR, TUGHLAKABAD,
NEW DELHI – 110062**

IMPORTANT

THE CONTRACTOR SHOULD SATISFY HIMSELF THAT NO PAPER OR DOCUMENT FROM THIS SEALED FILE IS MISSING WHILE SUBMITTING THIS TENDER.

QUOTATION/ TENDER ISSUED TO

ISSUING DATE: _____

LAST DATE OF RECEIVING: _____

DATE OF OPENING: _____

I/c (civil)
Jamia Hamdard (Hamdard University)
Hamdard Nagar, New Delhi-62

Concerned Engineer- in-Charge.

**JAMIA HAMDARD
HAMDRD NAGAR, NEW DELHI-62**

Date.....

Ref:- JH/MAINT.(CIVIL)/CAHF/75/2012

Short Terms Tender Notice

Sealed item rates tenders for below mentioned work from the interested contractors and specialized agencies are invited.

Applicants who possess necessary T&P and have completed works of similar nature during the last 03 years. TIN (number), Tax clearance certificate etc. for proper execution of the job may apply. Applicants are required to produce the document as evidence in support of the above. The tender documents may be downloaded from the website of Jamia Hamdard w.e.f 12-04-2012 to 26-04-2012, a draft of Rs. 150/- should be enclosed alongwith tender and submitted by 27-04-2012 at 3:00 pm in the Office of the undersigned.

1.	Name of work	Fabrication & supply of Stainless Steel water storage tank of size 4'x4'x3' with 304 grade.
2.	Place of work	Central Animal House Facilities.
3.	Estimated cost	Rs 68,000.00
4.	Earnest money	Rs 1400.00
5.	Cost of tender	Rs 150.00 (non refundable)
6.	Completion period	15 Days

The tender will be opened in the presence of the interested parties on 27-04- 2012 at 4:30 pm.

The earnest money should be deposited in favour of Jamia Hamdard, New Delhi in the form of Bank Draft or cash deposit at University Finance Section.

Dr. Firdous A. Wani
Registrar

Copy to :

1. Director, IQAC, to kindly upload on the University website.
2. Finance Officer for information please.
3. Prof. Shakir Ali/Dr. A.K.Tiwari, CAHF for information please.
4. HOD, Computer Centre for display university website.
5. PRO for information please.
6. Incharge (civil)/Concerned Engineer for information please.
7. Notice Board of Admn. Block.

I N D E X

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I. INSTRUCTIONS TO TENDERERS/QUATATIOIN

1.1 Sealed item rate tenders are inviting on behalf of the Registrar, Jamia Hamdard (Hamdard University), Hamdard Nagar, Tughlakabad, New Delhi-110062 Hereinafter called the 'JAMIA HAMDARD' by the I/c (civil) Jamia Hamdard (Hamdard University), Hamdard Nagar, Tughlakabad, New Delhi-110062 for the mentioned work from the approved and prelisted contractors. The Tender Document can be obtained from the Office of the Finance Section, Jamia Hamdard (Hamdard University), Hamdard Nagar, Tughlakabad, New Delhi-110062.

- 1) Name of the work : Renovation & Up-gradation of Central Animal House Facilities (Fabrication Work)
- 2) Place of work : Central Animal House Facilities
- 3) Estimated Cost : Rs. 68,000/-
- 4) Earnest Money : Rs. 1400/-
- 5) Time for Completion : 15 days
- 6) Cost of tender Rs. 150/- (Non- refundable)

1.2 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions may be rejected.

1.3 Tenderers should quote their rates both in figures and in words. The schedule of quantities as mentioned must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer.

1.4 If the tender is submitted by or on behalf of a company incorporated under the Companies Act (1959) it shall be signed by Managing Director or by one of the Directors duly authorized on their behalf. It is submitted by a partnership firm it shall be signed with the Co-partnership firm name by a member of the firm who shall sign his own name & give the name & address of each partner of the firm and attach a copy of Power of Attorney with the tender authorizing him to sign on behalf of the partners. A certified copy of the registered partnership deed shall also be submitted along with the tender. The tender should be in the sealed cover. The tenderer or their representative to be present at the time of opening of the tender documents.

1.5 The tender shall remain valid for acceptance for a period of 90 days from the date of opening of the tender.

1.6 All tenders are requested to inspect the site of the proposed work before quoting rates. Site will be handed over, as it is where it is and nothing extra shall be paid for cleaning and disposal of Rubbish & Malba.

1.7 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Jamia Hamdard does not accept any responsibility for the correctness or completeness of the schedule in respect of items and quantities. This schedule is liable to alteration by omission, deductions or additions at the discretion of the Jamia Hamdard without affection the terms of contract without any extra claim on account of any reason or reasons.

1.8 All quoted rate shall include the cost of material and its transportation to the site, all taxes such as Sales tax, Excise Duty, labour cess and Octroi and work contract tax etc. and the fixing or placing position for which the items of work is intended to be operated as per specifications.

- 1.9 No alterations shall be made by the tenderer in the instructions to the tenderer, Contract Form, Conditions of the Contract, Drawings and specifications and if any such alterations are made or any special condition attached the tender is liable to be rejected.
- 1.10 The acceptance of the tender rests with the Jamia Hamdard, who reserves the right of rejecting any or all the tenders including the lowest tender without assigning any reasons what so ever.
- 1.11 The Jamia Hamdard reserves the rights of accepting the whole or any part of the tender received and the tenderer shall be bound to perform the same at the quoted rates.
- 1.12 Every tenderer shall furnish along with the tender, Latest Income Tax Clearance Certificate and valid electrical & plumbing contractors license, failing which his tender is liable to be rejected.
- 1.13 Defect liability period will be 12 months from the date of actual completion of the buildings. The contractor shall be responsible to make good any defects that may occur within “Defects liability Period”.
- 1.14 The contractor shall not be entitled to any compensation for any loss suffered by hindrance on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government controlled or other materials.
- 1.15 The rates of different items are for all heights, depths, curvatures and width unless otherwise specified against the item.
- 1.16 The detailed schedule of programmed in the form of a BAR CHART for the awarded work shall be drawn and submitted by the contractor within 07 days of the acceptance of tender. The work shall be progressed from month to month and completed in the order and according to the Schedule after approval of the same by the Engineer-in-Charge. For this a Bar chart showing the programmed and progress achieved will be submitted every month on the date fixed by Engineer-in-Charge.
- 1.17 If the Jamia Hamdard wants to occupy areas in part, the contractor shall have to complete the work of these areas in consultation with the Jamia Hamdard and handover the same without affection any of the clause of contract agreement.
- 1.18 After acceptance of the tender the tenderer shall sign the necessary contract papers within 15 days from the receipt of the above information. In case of delay the “Earnest Money” may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the tenderer shall thus be bound to execute the work even though the formal agreement has not been executed and signed.
- 1.19 **Water and Electricity**
- (a) **Electricity:** Temporary electric connections if required will be supplied by the Jamia Hamdard. The necessary cabling and metering etc. will be done by the Contractor at his own cost. He shall pay for the consumption at the prevailing rates of charges as per bills of D.V.B. by the electrical department.
 - (b) **Water:** The Contractors to make their own arrangement of potable water for execution of work and drinking for labours by or arrange from outside at their own cost. The contractors will ensure by Laboratory test that water is fit for construction and drinking purpose. Test report from the reputed /Govt. Laboratory shall be submitted to the department.
- 1.20 **Weather:** No extension of time will be allowed to the contractors due to weather conditions prevalent in the area. The contractor is expected to take all the precautions at his own risk and cost so that the workmanship the materials and progress of work are not affected in the inclement weather.
- 1.21 **Cleaning up & handing over:** Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned in manner that will render the work acceptable to the Jamia Hamdard. All rubbish shall be removed from the site at any distance within the campus and for these items/work nothing extra shall be paid.
- 1.22. Reinforcement cutting & bending schedule: The contractor will have to prepare bar bending schedule of reinforcement in triplicate and the same forwarded to Engineer-in-Charge for approval

- reinforcement will have to be place strictly in accordance with approved structural drawing & design only.
- 1.23. The drawings will be supplied by the Engineer-in-Charge to the contractor. Details/Drawings if any required should be asked well in advance (minimum 7 days) in writing to Engineer-in-Charge with copy to Jamia Hamdard. No claim of any kind will be entertained on account of delay in supply any details, drawings.
- 1.24 Royalty, Octroi/Terminal taxes, sales tax, excise duty, labour cess, as per the nature of job and work contract tax etc. shall have to be paid borne by the contractor on all the cost of materials and labour etc. collected by them for the execution of the work to the revenue authorities of State Government/Central Government which are enforce during the progress of the work. Nothing extra shall be paid on this account by the Jamia Hamdard.
- 1.25 The contractor shall consult the Engineer-in-Charge regarding collection and keeping of basic material required for the work. They should not stack any material in any place other than those approved by the Engineer-in-Charge within the plot area.
- 1.26 The contractor shall not be allowed to possess any space or rooms inside the building.
- 1.27 The contractor shall pay to labour employed for execution of this contract/work, wages not less than the fair wages as per provision of the contract labour (Regulation and abolition) Act, 1970 and contract labour Central Rules 1971 as amended time to time as wherever applicable. He shall comply with stipulation of the Contract Labour Act/laws as applicable in Delhi.
- 1.28 A site 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 authorized agent shall sign the order book to acknowledge the Engineer-in-Charge instructions in all events and follow the same.
- 1.29 Sample of each finishing items and other as desired shall also be prepared for approval of the Engineer-in-Charge before the execution and nothing extra cost shall be paid towards preparation of sample.
- 1.30 No work shall be done on National Holidays without instructions in writing of the Engineer-in-Charge.
- 1.31 The contractors are requested to quote the workable and justifiable rate for every item either quantity mentioned less or more. The tender in which absurd rates quoted it shall be liable to be rejected.
- 1.31.1 The contractor's quoted rates for external plaster and finishing items will be considered up to 16.00 m height from natural ground level. No extra payment shall be made to the contractor in this account.

GENERAL CONDITIONS OF CONTRACT

SPECIAL CLAUSE

1. NO ESCALATION FOR LABOUR & MATERIAL

During the entire course of construction upto handing over the completed project to the Jamia Hamdard no escalation shall be paid to the contractor for increase in the cost of materials and labour, thus there is no escalation clause in the contract.

SITE PREPARATION

The contractor should clean the site by removing the shrubs etc. for building layout and construct the toilet for labour, and construct boundary by fencing with G.I Sheet and make separate gate for entry & exit. The contractor should be supposed to provide a temporary site office for the University engineering staff duly furnished and one room as testing labs fully equipped by the testing machine etc. if necessary.

3. SITE INSPECTION

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must also go through and see the site of construction.

4. The Jamia Hamdard reserves the right to increase or decrease the quantum of work during execution and the contractor is bound to execute the work on same rates, terms & condition.

5. **Compensation of Workmen :** In every case in which by virtue of the provisions of Section 12, sub-section (1) of the Workmen's compensation Act, 1923 the Jamia Hamdard is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Jamia Hamdard will recover from the Contractor, the amount of the compensation so paid and without prejudice to the rights of the Jamia Hamdard under section 12, sub-section (2) of the said Act, the Jamia Hamdard 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 the Jamia Hamdard to the Contractor whether under this contract or otherwise. The Jamia Hamdard shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the Contractor and upon his giving full security for all costs for which the Jamia Hamdard might become liable in consequence of contesting such claim.

6. **Labour Regulations :** In every case in which by virtue of the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the contract labour (Regulation and Abolition) central rule Government is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Jamia Hamdard will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the right of the Government under

Section 20 Sub-section (2) and section 21, sub-section (4) of “The Contract Labour (Regulation and Abolition) Act, 1970” Jamia Hamdard shall be liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by Jamia Hamdard to the Contractor whether under this arrangement or otherwise Jamia Hamdard shall not be bound to contests any claim made against it under section 20 sub-section (1) and section 21 sub-section (4) of the said Act, except on the written request of the Contractor and upon his giving to the Jamia Hamdard full security for all costs for which Jamia Hamdard might become liable in contesting such claim.

7. **Labour Act – Licence :** The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 or the rules relevant to the site/state before the commencement of the work, and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. He will maintain all records required as per relevant Contract Labour (R&A) Act and submit the required returns to Competent Authority. All labour records of contractors will be open for inspection by Engineer-in-Charge and labour office.
8. **No labour below 18 years:** No labour below the age of eighteen years shall be employed on the work.
9. **Payment of wages.**
 - a) The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages prescribed by State Administration or as defined in the provisions of the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central or relevant rules as applicable.
 - b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged in 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 in the works for performance of the Contractor’s part of this agreement the Contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wage books, wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature.
 - d) The Engineer-in-Charge shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages of deductions made from his or her wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - e) The Contractor shall indemnify the Jamia Hamdard against all payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnify from his sub-contractors.
 - f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
 - g) The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the Contractors employ upon the

work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.

- h) It shall be the responsibility of the Contractor to see that the building under construction is not occupied by anybody unauthorizedly during construction and to handover to the Engineer-in-Charge vacant possession of complete building. If such building though completed, is occupied illegally then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay a levy upto 5% of the estimated cost put to the tender may be imposed by the Engineer-in-Charge whose decision shall final both with regard to the justification and quantum. However the Jamia Hamdard may require the Contractor through a notice to remove the illegal occupation any time on or before construction and delivery.

10. **Minimum Wages Act**

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948 Contract Labour (Regulation & Abolition) Act 1970 and rules framed there under and other labour laws affecting contract labour that may be brought from time to time.

Signature of Contractor with Seal

11. Determination of Contract

The Jamia Hamdard on the advice of the Engineer-in-Charge without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise whether the date of completion has or has not elapsed by the notice in writing absolutely determine the contract in any of the following cases: -

- a) If the contractor having been given by The Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner and he fails to comply with the requirements of such notice for a period of 7 days, or if the contractor shall delay or suspend the execution of the work or execution of coordinated works civil or all other services so that in the judgment of the Engineer-in-Charge (which shall be final and binding) either he will be unable to secure completion of the work or unable to give proper workmanship by the date for completion or he has already failed to complete the work by the date.
- b) If the contractor being a company shall pass a resolution or the Court shall make an order that the Company shall be wound up or if a receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a Manager or which entitles the court to make a winding up order.
- c) If the contractor commits breach of any of the terms and conditions of his contract.
- d) If the contractor commits any act mentioned in clause 21 hereof or sublets any portion of the work.
- e) If the contractor (signatory of the agreement) himself (in the event of non-co-operation of the contractor's engineer/site representative) fails to attend the site to receive and comply with the Engineer-in-Charge instructions.

When the contractor has made himself liable for action under any of the cases aforesaid the Jamia Hamdard shall have powers as under

To determine or rescind the Contract as aforesaid (of which the termination or recession notice in writing to the contractor under the hands of the Jamia Hamdard shall be conclusive evidence. Upon such determination or recession the Security Deposit of the Contractor shall stand forfeited by the Jamia Hamdard. Contractor shall have no claim thereon.

- f) The Engineer-in-Charge /Jamia Hamdard shall get the balance work executed through any other agency, in any manner as considered fit. The contractor shall be allowed a period of one month to remove from the premises all tools, plants, machinery, staff, office and materials, stores, except the materials and stores on which secured advance has been paid.

Having issued the notice of rescinding/termination of the contract, by the Jamia Hamdard, the Engineer-in-Charge or through his site engineer will get the final measurements done for the entire work till then executed under the contract and get the final bill prepared based on joint measurements of items executed at site, there from adjusting the cost of defects and incomplete items partly executed and partly left out based on market rates. Engineer-in-Charge decision regarding defects and extent of incomplete item shall be final and binding on the contractor. The Engineer-in-Charge shall determine the market rate taken for purposes of above, which shall be final and binding on the contractor. No claim of any idle labour shall be considered in any circumstances.

12. Contractor liable to pay compensation

In any case in which the powers vested in Jamia Hamdard by clause 3 above shall have become exercisable and the same not exercised, the non-exercise thereof shall not constitute "Waiver" and the liability of the

Contractor for compensation shall remain unaffected. In the event of the Jamia Hamdard putting in force the powers under Clause 3, Jamia Hamdard by notice in writing shall have powers to order the contractor or his authorised agent to remove all tools, plants, scaffoldings, staff, office, materials and stores (excepting the materials and stores on which secured advance has been paid) from the premises within a period of one month and clear the site. After expiry of the one month's period allowed clearing the site, the site shall be deemed to have been cleared and contractor shall have no claim of any kind.

The Jamia Hamdard's decision shall be final and binding on the contractor.

After one month's period, the work shall be got executed through any other agency or as considered expedient, irrespective of the fact that there may be pending matters whatsoever of any kind.

13. Time Extension

If the contractor shall desire an extension of time for completion of the work in the grounds of his having unavoidably hindered in his execution or on any other ground, he shall apply in writing to the O.S.D. (E&M)/Executive Engineer within 07 days of the date of hindrance on account of which he desires such extension as aforesaid and the Engineer-in-Charge shall, if in his opinion (which shall be final) reasonable grounds be shown therefore may grant provisional extension to the extent considered reasonable and proper recommended to the Jamia Hamdard for approval of such extension of time, if any, as may, in his opinion, be necessary or proper.

14. Completion Certificate

Within ten days of the completion of the project, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work and project completed in all respect and mentioned under definition shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates shall be issued but no certificate of completion, provisional or otherwise shall be issued nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the work as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of the buildings. If the Contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of the work, the Engineer-in-Charge acting for the Jamia Hamdard may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish etc. and dispose of the same as they think fit and clean off the site as aforesaid and the Contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof. The Engineer-in-Charge shall furnish completion certificate for any part work with a different set completion date on the same lines and subject to the Contractor, cleaning the said finished part work in the manner stated above.

15. Payment of Intermediate Certificate

The Contractor will be entitled to receive a running account payment by submission of running account bill along with the detail of measurements of work done to the site engineer, provided the gross (amount of work done in the month/week should not be less than 5.0 lacs for civil, supply of furniture, sanitary and plumbing work etc. Running bills shall be prepared based on joint measurements of individual item executed at site by the Site- Engineer-in-charge and the authorized representative of the contractor duly accepted in the M.B. thereafter

the contractor shall prefer the bill based on measurement details in M.Bs, in quadruplicate on standard printed forms and forward to the Site Engineer-in-charge, who will forward the same to the Jamia Hamdard for payment within 15 days.

But all such intermediate running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done & completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled 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, nor shall it conclude determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill based on joint measurements prepared after joint inspection of the complete project as per contract and acceptance thereof by the Engineer-in-Charge, shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of certificate of final completion furnished by the Engineer-in-Charge and payment shall be made within three months thereafter if there shall be any dispute about any item or items of the work then the undisputed item only shall be paid within 6 months. The contractor shall submit a list of disputed items within 30 days from disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

16. Joint Measurements – Counter signature of Contractor

If the Contractor fails to countersign the joint measurements, or fails to record the difference within a week of verification by the Site Engineer-in-charge in the manner required then in any such event the measurement as recorded in MB's by the Site Engineer-in-charge shall be final and binding on the Contractor and the contractor shall have no right to dispute the same.

17. Insurance

The contractor shall at the time of signing the contract obtain at his expenses, an insurance cover for the following:

- a) Block insurance for workmen compensation during execution of the work for the employees of the contractor/sub-contractor, number of blacksmiths, carpenters, masons, labour etc. but names of the employees not required.
- b) The work including materials, tools & plants the Engineer-in-Charge, Jamia Hamdard, Site Engineer and their representatives at the site.
- c) Any member of the public or other third party, in respect of any damage/loss, which may arise during execution of work.

The insurance cover for all risk will take from the office of Nationalized Insurance Company approved by the Engineer-in-Charge. In the joint names of the Jamia Hamdard and Contractor (the name of the Jamia Hamdard being placed first in the policy) for the full amount of the contract and for any further sum if required to do so by the Engineer-in-Charge from time to time. All premiums shall be borne by the contractor.

In default the Jamia Hamdard may so ensure and may deduct the premium paid from any money due or which may become due to the contractor.

The Jamia Hamdard through the Engineer-in-Charge shall be at liberty and empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damage, from any sum or sums due to the Contractor.

18. Supply of materials by Jamia Hamdard

No material will be supplied by the Jamia Hamdard unless specifically for in any item of the schedule.

19. Removal of Sub-standard Materials

The Engineer-in-Charge at site shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specification make and standard of the contract and in case of default the contractor shall not be paid for the work in which such materials were used. The Engineer-in-Charge/Site Engineer-in-charge shall also have full powers for other proper materials to be substituted thereof at risk & cost of contractor. The Engineer-in-Charge decisions shall be final binding.

20. Secured Advance

The Contractor on signing an indenture in the specified format shall be entitled to be paid during the progress of the execution of the work secured advance 75% of the estimated market value of any materials which are in the opinion of the Engineer-in-Charge non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account on which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

21. Work to be executed in accordance with specifications, drawing and site orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and 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 in respect of the work, signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the specifications and of all such designs, drawings and instructions as are not included in the Central Public Works Department compilation entitled "Specification 1996 Vol. I to VI with correction slips upto date".

22. Alternation in specification and orders etc.

The Engineer-in-Charge shall have power to make any alteration in omissions, from additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall 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, omissions, additions or substitutions shall not invalidate the contract and any altered, additions or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this a further period to the extent of 25% of the time so extended shall be allowed to the contractor. The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- a) If the rates for this additions, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional altered or substituted work at the same rates as are specified in the contract for the work.
- b) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the rates shall be derived from the rates for a similar class of work as are specified in the contract for the work.
- c) If the altered, additional or substituted work includes any work for which no rates is specified in the contract for the work in the contract, then such work shall be carried out at the rates entered in

Schedule of rates DSR – 1997 minus/plus percentage which the each item of head bears to the estimated cost of the entire work put to tender.

- d) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall on the recommendation of the Site Engineer thereon determine the rate or rates on the basis of prevailing market rates and pay the contractor accordingly, however, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of extra or such items following under this clause.

23. No compensation for alteration in or restriction of work to be carried out

If at any time after the commencement of the work the Jamia Hamdard shall for any reason, whatsoever, not required the whole thereof as specified in the contract to be carried out, the Jamia Hamdard shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation, what-so-ever, on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations have been made in the original specification, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the carriage only of materials actually and bonafied brought to the site of the work before the abandonment or curtailment, of the work or any portion thereof and then have to be taken back by the contractor, provided however, that the Engineer-in-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less.

24. Action and Compensation payable in case of bad work

If it shall appear to the Engineer-in-Charge or his representative or the Site Engineer or Chief Technical Examiner doing technical audit of the work for the Jamia Hamdard that any work has been executed with unsound, imperfect or un-skilful 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 a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall on demand in writing from Engineer-in-Charge, which shall be made within six months of the completion of the work, specifying the materials or articles complained of notwithstanding that the same may have been passed certified for forth with rectify, or remove and re-construct the works as specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost, and in event of his failing to do so within a period of 15 days as specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation to the Jamia Hamdard at the rate of 2000/- per day of the Contractors failure to do so continuous subject to maximum of 10% if tendered value of work and in the case of any such failure the Engineer-in-Charge may get rectify or remove and replace with others, the materials or articles complained of, as the case may be at the risk and cost in all respect of the Contractors and the decision of the Engineer-in-Charge is final and binding.

25. Work to be opened for inspection

All work under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge, Site Engineer and authorized subordinates and the contractor shall at all times present himself or his authorized Engineer to receive order and instruction. The Contractor (signatory of agreement) on receipt of notice from the Engineer-in-Charge shall present himself at the site at the specified date and time.

26. Damages and rectifications or Defect in defect liability period

If the Contractor or his working people or servants shall break, deface, injure/destroy any part of building in which they may be working or any building, road, road curb, fence, enclosure, water pipe, cable drains, electric or telephone post of wire, trees, grass or grass land, or cultivated ground contiguous to the premises on 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 what ever or if any defect shrinkage or other faults appear in the work within 06 (six) months after certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defective or improper materials workmanship the Contractor shall upon a receipt of a notice in writing in that behalf make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense from any same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the Contractor or from his security deposit.

The Security Deposit of the Contractor shall not be refunded before the expiry of 06 (six) months for the work and 03 months for the supply of furniture after the issued of the Certificate final or otherwise or completion or work, or final bill has been prepared & passed whichever is later. Half of the Security Deposit will be refunded after 03 months of completion and the remaining half after 06 months of issue of the said certificate of completion or after the final bill has been prepared and passed, whichever is later.

27. Work not to be sublet

If the Contractor shall assign or sublet this contract, or attempt so to do or become solvent or commence any insolvency proceedings of, if any bribe, gift, loan, given promised or offered by the Contractor to any person in the employ of Jamia Hamdard or Engineer-in-Charge then the Engineer-in-Charge on behalf of Jamia Hamdard shall have power to action under No. 3

28. Works to be under direction of Site Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval of the site engineer-in-charge and Executive Engineer.

29. Termination without compensation

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge acting on behalf of the Jamia Hamdard shall have the option of terminating the contract without compensation.

30. Arbitration for settlement of disputes

Except where provided other wise in the contract all disputes arising out of this contract shall be referred to the Sole Arbitrator to be appointed by the Vice Chancellor Jamia Hamdard whose award shall be final and binding on both parties.

It will be no objection to any such appointment that the arbitrator or appointed is a Jamia Hamdard Employee that he had to deal with the matters to which the contract relates and that in the course of his duties as Jamia Hamdard servant he had expressed views on all or any of the matters in dispute of difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Vice Chancellor as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Sole Arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by h is predecessor. It is also a term of this contract that no person other than a person appointed by "The Head" as aforesaid should act as Arbitrator and if for any person, that is not possible, the matter is not be referred to Arbitration at all. In all cases where the amount of the claim in dispute is Rs. 75,000/- (Rupees Seventy five thousand only) and above the Arbitrator shall give the reasons for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1996 or any statutory modification or re-enactment there of and the rules made there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

It is a term of the contract that the party invoking Arbitration shall specify the dispute or disputes to be referred to Arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Contractor does not make any demand for Arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Jamia Hamdard that the final bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Jamia Hamdard be discharged and released of all liabilities under the contract in respect of those claims.

The Arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The decision of the Engineer-in-Charge regarding the quantum of reduction as well as justification there of in respect of rates for sub standard work which may be decided will be final and would not be open to Arbitration.

31. Water and Electricity for execution

1. Water required for the execution of work shall be arranged by the Contractor.
2. Electricity will be arranged by the Contractor at his own cost from the tapping point of existing source of University and pay the consumption charges as per BSES Rajdhani Power Ltd. rates through the electrical department, if the electricity used by the contractor from the Jamia Hamdard.

32. Execution by specialized firms who supply the material

The contractor shall make arrangements for the execution/supervision of the specialized item of work by the firm supplying the special items/chemical bitumen etc.

33. Taxes paid by Contractor

- (i) Sales Tax or turn over tax on work, octroi levied by any statutory local body/State Govt. /Central Govt. or any other tax on materials in respect of his contracts shall be payable by the Contractor and Jamia Hamdard shall not entertain any claim whatsoever in this respect. Income tax as per the prevailing/ govt. notification from gross value of each bill shall be deducted by the Jamia Hamdard who shall issue certified I.T deduction to Contractor with bill payment.
- (ii) If pursuant to or under any law such notification or order any royalty/, labour cess, fee or the like becomes payable by the contractor in respect of any material used by the Contractor on the works, in such case, it shall be lawful to the Jamia Hamdard and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Contractor.
- (iii) 1% Labour Cess as per the govt. notification will be deducted from the each running bill of the contractor if applicable as per the nature of job.
- (iv) The taxes on the supply of furniture items and other related misc. items will be deducted as per the Govt. prevailing norms/notification, if applicable.
- (v) 0.25% will be deducted against the JHWR from the each running bill of the civil and electrical construction work only not in the supply of furniture other items of contractor bill.

Signature of Contractor with Seal.

SPECIFICATION OF CIVIL WORK.

I GENERAL

1. In case where the specifications given below are found wanting the latest I.S. specifications shall hold good.
2. Wherever reference has been made to Indian Standard or any other specifications the same shall mean to refer to the latest specifications irrespective of any particular edition of such specification being mentioned in the specifications below or Schedule of quantities.

II WORKMANSHIP

The workmanship shall be the best of its kind and shall conform to these specifications as given. In case nothing is specified in these specifications the Indian Standard specifications in every respect and where I.S.I. is also silent latest trade practices shall prevail subject to the approval of the Engineer-in-Charge. All materials or workmanship, which in the opinion of the Engineer-in-Charge is defective or unsuitable, shall be removed immediately from the site and shall be substituted with proper material and or workmanship forthwith.

III MATERIALS

GENERAL:

- (a) All materials shall be best of their kind and shall conform to the latest Indian Standard.
 - (b) All materials shall be of approved quality as per samples and form origins approved by the Engineer-in-Charge.
 - (c) A set of specimen samples of all approved materials shall be kept in bottle or otherwise at site, cost of which to be borne by the Contractor.
1. **Cement** shall comply with the latest specifications I.S. – 269/I.S. 1489. Fully or partly Set cement shall be rejected. One bag of cement shall weigh 50 Kgs. Cement shall be stored in pucca godown with raised floor and should be water tight. The bags shall be stored in stacks of not more than 10 bags with clearance around sufficient to enable inspection and periodical counting. Cement shall be utilized only for the work for which it is allotted.
 2.
 - a) **M.S. Reinforcement** shall be mild steel and plain rounds conforming to IS: 432- 1966.
 - b) **Cold Twisted bars** shall be conforming to IS: 1786 – 1979.
 3. **Stacking and Storage.** Steel reinforcement shall be stored in a way as to prevent distortion and corrosion. Bars of different classifications, sizes and lengths shall be stored. Separately to facilitate issues in such sizes and lengths as to minimize wastage in cutting from standard lengths.
 4. **Coarse Sand** shall be either river sand or pit-sand, clean, sharp, strong, angular and composed of hard siliceous materials. It shall be obtained from quarries approved by the Engineer-in-Charge. Its grading shall be within the limits of grading Zone III. When the grading falls outside the percentage limits prescribed for the sieves other than 600 micron, 300 micron and 150 micron (I.S.) sieves by not more than 5% it shall be regarded as falling within the zone. This five percent can be split up: for example it could be one percent of each of three sieves and two percent on another, or four percent on one sieve and one percent on another.

The maximum quantity of silt shall be not exceeding 8%.
 5. **Fine Sand** shall be natural river sand. Its grading shall be within the limits of grading zone IV (Table 1). When the grading falls outside the percentage limits prescribed for the sieves other than 600 micron, 300 micron and 150 micron (I.S.) sieves by not more than 5% it shall be regarded as falling within the zone. This 5% can be split up: for example it could be one percent on each of three sieves and two percent on another or 4% on one sieve and one percent on another. The maximum quantity of silt

shall be not exceeding 8%.

Note: Jamuna sand available in Delhi corresponds to zone V as guideline fine sand confirming to Zone IV. Can generally be obtained by mixing one part of Badarpur sand and two parts of Jamuna sand (by volume).

6. **Bricks** shall be local best quality approved by the Engineer-in-Charge, well burnt, sound, hard, square and with sharp arises and shall give a ringing sound when struck with a mallet, the average water absorption shall give a ringing sound when struck with a mallet. The average water absorption shall not be more than 20% by weight after 24 hours immersion in water.
7. **Glazing Glass** shall be patent flattened sheet of glass of approved make of the best quality plain or ground glass, free from flaws, specks, bubble.
8. **Mosaic Tiles** shall be 20 to 22 mm thickness as specified and shall conform to I.S. 1237 – 1959. The chips used shall be of approved color and must be marble chips. The size of chips shall be 6 to 3 mm. The top layer of mosaic tiles shall be not less than 6mm thickness, and must be compacted by vibration before pressure is applied. The color must be permanent and fast to the action of light, alkali and weather and shall be chemically inert and free from adulterants likely to cause chemical action on cement. Tolerances, on length and breadth shall be plus or minus one millimeter, tolerance on thickness shall be plus 5 mm.
9. **Timber** shall be of best quality as specified in the schedule of quantities. Kiln seasoned. Free from sap wood, sound straight, free from large and loose knots, cracks, shakes and any appearance of rot and any other defect and shall not be placed in position covered in the wall or ground unless it has been approved by Engineer-in-Charge. The maximum permissible limits of moisture content shall conform to IS: 287 – 1973.
10. **Flush Doors** shall be of kiln-seasoned timber, of solid core construction with a frame. Lock rail and well balanced breaking and shall be faced with high quality commercial or teak veneering as specified. They shall be thermo setting synthetic resin bound. The flush doors shall be of approved make with 35 mm minimum teakwood lipping glued and machine pressed along with core.
11. **Steel windows and doors** shall be made from I.I. Steel sections of approved make free from rolling defects. All steel doors and windows shall conform to IS: 1038 – 1975 unless otherwise provided. Steel section should be cold straightened and such as to be easily punched and welded.
12. **Marble stone slabs** shall be of the kind specified in the schedule of quantities conforming to samples approved by the Engineer-in-Charge. The marble slabs shall be machine cut to required dimensions. The marble slabs shall be of selected quality, hard, sound, dense and homogeneous in texture, from cracks, decay, weathering and flaws.
13. **Tar Felts** shall comply with IS: 1322 – 1970 of Hessian base type- 3, Grade – I, or type – 3 grade – II of approved well known make, unless otherwise specified
14. **Paints** shall be of standard manufacture approved by Engineer-in-Charge conforming to the latest Indian Standards for various paints.
15. **Water** shall be clean and free from excessive salinity, impurities/ingredients and other harmful matters duly tested in an approved Laboratory declared suitable for construction purpose and as approved by Engineer-in-Charge.
16. **Testing of materials and works:** As and when required by the Engineer-in-Charge the Contractor shall arrange to test materials and /or parts or works at his own cost to prove their soundness and efficiency. If after tests any materials, work or portions of work are considered defective or unsound by the Engineer-in-Charge the contractor shall remove the defective material from the site, pull down and re-execute the works at his own cost to the satisfaction of the Engineer-in-Charge, To prove, that the materials used are as specified the Contractor shall furnish to Engineer-in-Charge with original vouchers on demand.

The measurements shall be exact length, breadth and depth ordered by the Engineer-in-Charge or as shown or figured on the drawing and after the concrete is consolidated.

2. REINFORCED CEMENT CONCRETE WORK

Cement concrete shall be of specified grade or volumetric mix as indicated. Cement concrete and reinforced cement concrete shall be provided in accordance with IS: 456-1978.

- 2.1. **volumetric mix concrete:** For volumetric mix concrete the proportions of cement and aggregate are defined by bulk. Volumetric mix shall be designated as 1:2:4 or 1:1.5:3 etc. the figures denote the

relative proportions of cement fine aggregate in dry condition and graded necessary allowance shall be made for bulking. To determine bulk 50 Kg of cement shall be taken as equal to 0.035 cubic meter. Quantities of fine and coarse aggregates shall be determined by volume separately and accurately in proper gauge boxes measuring 40x35x25 cm.

- 2.2 The grading of coarse and fine aggregate shall be checked as frequently as possible the frequency for a given job being determined by the Engineer to ensure that specified is maintained.

Where aggregates supplied are not graded, different sizes shall be blended in right proportions different sizes being stacked in separate stockpiles. Water cement ratio shall be maintained at its correct value.

- 2.3 **Mixing:** Concrete shall be mixed in a mechanical mixer. The mixing shall be continued until there is a uniform distribution of the materials and the mass is uniform in color and consistency. If there is segregation after the unloading from the mixer the concrete shall be remixed, the mixing time may be taken as 1.5 to 2 minutes.

3. Form Work

- 3.1 **Materials:** Formwork shall be of timber. Alternatively contractor may provide from work of ply wood, timber with steel sheet lining or steel plate stiffened by steel angles without any price adjustment. The formwork shall be for rough finish.

The formwork shall be rigid and as constructed as to retain the shape and dimension of the member being cast. It shall have sufficient strength and rigidity to withstand the load of concrete, vibrations, movement of men, materials and plants beyond permissible limits, before concreting is started the props and wedges shall be thoroughly checked to see that these are intact and are not loose, care shall be taken that props and wedges do not get loose for the minimum period specified for removal of form work.

- 3.2 **Propping and Centering:** The props shall consist of ballies, steel sections. The ballies shall be placed at spacing of 1 to 1.2 meter and shall rest squarely on wooden sole plates. Double wedges shall be provided between sole plate and the wooden prop, so as to facilitate tightening and easing of shuttering without jarring the concrete.

The case of multistoried structures the weight of concrete and formwork of any upper floor shall be suitably supported on at least two floors below the same.

In case the height of centering exceeds 3.5 meters the props may be provided in multistage.

- 3.3 **Stripping time:** Forms shall not be struck until the concrete has attained a strength at least twice the stress to which concrete may be subjected to at the time of removal of formwork in normal circumstances and where ordinary Portland cement is used, forms shall generally be removed after expiry of the following periods:

a)	Slabs (props left under)	3 days
b)	Walls, columns and vertical faces of all structural members	2 days
c)	Beam soffits (props left under)	7 days
d)	Removal of props under slab	
	(1) Spanning upto 4.5 m	7 days
	(2) Spanning over 4.5 m	14 days
e)	Removal of props under beams & arches	
	(1) Spanning upto 6 m	14 days
	(2) Spanning over 6 m	21 days

In case of bad weather, the Engineer may increase these periods.

3.4 Scaffolding:

Single Scaffolding shall be used.

Holes shall be made good by bricks to match the face work when scaffolding is removed.

3.5 Curing:

All brickwork shall be kept well watered for 07 days after laying.

LIST OF APPROVED MATERIAL

1	Wood	First class Seasoned Marandi wood with properly anti termite treated.
2	Commercial Block Board (19 mm to 25 mm, 6mm to 12mm)	ISI Mark or approved brand, approved by engineer in-charge.
3	False Ceiling Tiles	600x600 & 16mm thick mineral fiber, heavy duty Epoxy powder coated hot dipped galvanized steel grid (ARMSTRONG make)
4	Vinyl Flooring	L.G. floor, Royal House
5	Painting on the walls & doors	I.C.I, Burger, Nerolack, Asian Paint.
6	Vertical blinds	Neha, Vista or equivalent make as approved by engineer-in-charge.
7.	Flush Door Shutter	ISI mark and approved by Engineer –in-charge.
8.	Furniture Locks	Godrej, Link Lock or equivalent
9.	White ceramic tiles	Kajaria, Somany, Orient, Nitco.
10.	Laminates/Mica	Century plywood, Greenlame, Merino, Formica
11.	Course sand, fine sand, aggregate	As per IS 383 (Latest edition) from approved quality (Jhajhar sand/ghaghar sand) as per sample approved by engineer in-charge.
12.	Bricks	Best quality available confirming to class designation 75.
13.	Ordinary portland cement	J.K., Birla, Ambuja, A.C.C., Vikram (OPC 43 grade only).
14.	White Cement	J.K. and Birla
15.	Steel bars	Rathi, Burnala
16.	Precast Mosaic tiles	Nitco, Hindustan, Dalal
17	40 mm to 80 mm thick interlocking cement concrete tile of M 30 grade.	Nitco, Hindustan, Dalal
18.	Steel doors & window section, angles for door frame.	Capital, Nav, Rana, Burnala or equivalent as approved by Engineer in-Incharge.
19.	Door closer	Everit, Hardvin
20	Aluminium door fittings	Duke, Classic, Everit or equivalent as per sample approved by engineer-in-charge.
21	C.P. fittings	Bath, BRT, Hindustan, or as per sample approved by engineer-in-charge.
22.	G.I. pipes	ISI Mark.
23.	C.I. Pipe	ISI Mark.
24.	PVC pipe	Prakash, Prince
25.	Glass pans	Modi float, Saintgovind or as approved by engineer-in-charge.
26.	G.I. sheet (CGI sheet)	TATA, National, Bhushan steel or equivalent as approved Engineer-in-Change.
27.	Wash basin & W.C.	Hindustan or equivalent and approved by engineer-in –charge.

Signature of Contractor with seal

APPENDIX

1. Period of final measurement : One months after the completion of work with joint measurements along with contractor and certified by the Engineer -in-Charge
2. Defects liability period : -----Months
3. Date of commencement : Within 07 days from intimation of acceptance of work.
4. Time of completion : ----- Month
5. Security deposit/Retention money : 5% will be deducted for the each running bill as well final bill, would be refunded after the completion of satisfactory defect liability period of -----month. The EMD money will be adjusted against the security deposit.
6. Minimum value of running bill for payment : Rs. -----
7. Secured advance : Secured advance upto 75% of the value of materials of non-perishable items, which are to be incorporated in the work, may be included in running bills.
8. Penalty Clause : If the work could not be completed within the stipulated time period from the date of receipt of work order, a penalty of Rs.1000/- per week subject to a maximum of 10% on gross amount of the balance work, as per the assessment and report of engineer-in-charge shall be deducted from the final bill.

Contractor Signature & Seal

FORMATE OF ARTICLE OF AGREEMENT

AGREEMENT

This Agreement is executed on this -----at New Delhi-62.

BETWEEN

Jamia Hamdard (Deemed University), Hamdard Nagar, New Delhi 110062, through its Registrar presently Dr. Firdaus A. Wani (hereinafter referred to as 'Jamia Hamdard') party of the first part.

AND

Mr. ----- carrying out business in the name and style of -----
----- having its Registered Office at -----
----- (hereinafter referred to as Contractor), party of the second part.

The expression party of the first part and party of the second part shall however mean and include their successor, appointees, assignees etc.

WHEREAS, sealed quotations/tender item rate basis for the work of -----

-----Jamia Hamdard, New Delhi-62. were invited by the university. The item wise specification of the work details and other terms and conditions are given in the quotation/tender. The work has been awarded to -----
----- with certain terms and conditions as given in the tender document.

NOW IT IS HEREBY AGREED by and between the parties AS FOLLOWS:

1. That the work shall be done by the contractor as per the given specifications and guidance of the Engineer In-charge and Users.
2. That in consideration of the execution of the work, Jamia Hamdard shall pay to the contractor a sum of Rs.----- at the time and in the manner as specified herein below:
 - a)
 - b)
 - c)
3. That the above payment shall be subject to Tax Deduction at Source from each running bill.
4. That the contractor shall carryout and complete the work in every respect in accordance with the direction and to the satisfaction of Jamia Hamdard / Engineer In-charge. The work shall be completed with in -----

-----months from the date of receipt of the work order. If the work could not be completed within the stipulated period i.e. ----- months, a penalty of Rs.1, 000/- per day subject to a maximum of 5% on gross amount of bill shall be deducted.

5. That the running payments will be made on presentation of the bill that will be prepared after taking joint measurement by the contractor's representatives and the University Site Engineer. 5% deduction will be made towards the Security deposit from each running bill. The security deposit shall only be refunded on completion of the work and on the satisfactory report of the University Site Engineer.
6. That the Tender Documents comprising the details of work, specifications, work order, etc. shall be construed as forming part of this agreement and the party hereto will respectively abide and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
7. That the right of decreasing and increasing the magnitude of work is also retained by the University.
8. That in the event of any difference, or dispute arising between the parties to this Agreement for any reasons whatsoever relating to the contract, whether during the substance of this Agreement or their after, it has specifically been agreed that the party will endeavor to amicably resolve the difference, but in case if dispute or differences still remain unresolved, the same shall be referred to the Arbitrator appointed by the Vice Chancellor of Jamia Hamdard with consultation of the contractor and the Arbitrator decision shall be final and binding upon the parties concerned .

IN WITNESSES WHERE OF, the said parties, Dr. Firdaus A. Wani, Registrar

Jamia Hamdard, party of the first part and -----

-

----- Party of the second part have hereinto respectively signed the Agreement on the day and year first above written.

Dr. Firdaus A. Wani
Registrar, Jamia Hamdard

Contractor Signature & Seal

APPLICATION FROM TENDERER

From: M/s-----

To
The Registrar
Jamia Hamdard
Hamdard Nagar
New Delhi –110 062.

NAME OF WORK: -----

Dear Sir,

With reference to the Tenders/quotation invited by you for the above work. I/We do hereby offer to perform, provide execute & complete the above work in conformity with the drawings, items & conditions and specifications for the amount as shown in the Schedule attached hereto.

I/We have satisfied myself/ourselves to the location and conditions of the site & read the article of agreement conditions of contract & specification etc. & I/We understand that the works are to be completed within the specified period & fully understood that the time will be the essence of this contract.

I/We enclose herewith the Earnest Money by demand draft Rs. ----- in favour of Jamia Hamdard, New Delhi-62, which amount is not to bear any interest. Should this tender be accepted in whole or in part, I hereby agree to abide by and fulfill all the terms and provisions of the conditions of the tender etc. as far as possible and/or in default thereof to forfeit and pay to the Jamia Hamdard, the sum of money mentioned in the conditions.

I/We agree that the said Jamia Hamdard or his successors in office shall without prejudice or any other right or remedy be at liberty to forfeit the said Earnest Money absolutely if we fail to commence the work specified above.

Otherwise he will retain the said earnest money towards security deposit mentioned in general conditions of contract.

Name of the partners

Yours faithfully,

Signature of contractor with seal

Jamia Hamdard
Engineering Department (civil)

Schedule of Quantities

Fabrication & supply of Stainless Steel water storage tank of size 4'x4'x3' with 304 grade.

S.No.	Description of Item	Qty.	Unit	Rate	Amount
1	Fabrication & supply of Stainless Steel storage water tank of size 4'x4'x3' with 304 grade of nickel polish and using the 16 gauge of sheet with proper grinding & finishing of all side corners and base with leak proof joints with the out let point of water tap of CP brand at the bottom and placing the same at washing area of the animal house for the cleaning & washing of animal cages with hot water as per the drawing enclosed (The approx. weight of tank is about 80 to 85 kgs) as per drawing.	2 Nos.	Each		
	Total				

Note:- Before the submission of tender the contractors are requested to visit the proposed site work for their proper execution/nature of work.

Name & Signature of the Contractor

