

**TENDER DOCUMENT
FOR
CONSTRUCTION OF
PRE-FABRICATED PORTA
STRUCTURE ON SECOND
FLOOR AT IBN-E-SINA
GIRLS HOSTEL.**



**JAMIA HAMDARD
HAMDARD NAGAR
NEW DELHI –110062**

JAMIA HAMDARD
(DEEMED TO BE UNIVERSITY)
HAMDARD NAGAR, NEW DELHI-110062

NOTICE INVITING TENDER

Ref.No:- JH/Civil/Porta (IBN-E-SINA)/142/23

Date: 08/11/2023

Jamia Hamdard, New Delhi invites sealed items rates Tenders in two envelope system (Technical & Financial Bid) from reputed contractors registered/worked with CPWD, MES, Railway, Department of Telecommunication, Universities, Higher Education Institute and other central/State Govt. Departments OR working agency at Jamia Hamdard for the below mentioned work. Last date of submission of the Tender is 17/11/2023 up to 3.00 PM. The bidders also advised to visit the site to satisfy themselves before submitting the Bids. Bidders not fulfilling the Eligibility Criteria will be rejected. Eligibility Criteria is mentioned in Tender clause 2.2.

NAME OF WORK: CONSTRUCTION OF PREFABRICATED PORTA STRUCTURE ON SECOND FLOOR AT IBN-E-SINA GIRLS HOSTEL.

ESTIMATED COST: Rs 10.30 Lakhs (i/c GST)

EARNEST MONEY: Rs. 20,600.00

TENDER COST: Rs. 2500.00

TIME PERIOD: 40 days

Pre-Bid: 13/11/2023

The Tender dully filled should be dropped in the Tender Box kept in Purchase Section on or before **17/11/2023 upto 3.00 PM** along with demand draft of earnest money & Tender fee in sealed envelope clearly specifying the name of work. The D.Ds shall be in favor of Jamia Hamdard payable at New Delhi. The technical bid shall be opened on same day **at 3.30 PM** by the tender committee in presence of available interested parties. Date & time for opening of Financial bid will be intimated later on to technically qualified bidders. Jamia Hamdard reserves the right to reject any or all tenders or split the tenders without assigning any reason.

Registrar

2. Instructions to Tenderers

2.1 Scope of Work: - CONSTRUCTION OF PREFABRICATED PORTA STRUCTURE ON SECOND FLOOR AT IBN-E-SINA GIRLS HOSTEL.

2.2 Eligibility Criteria

1. Bidders/reputed contractors must be registered with CPWD, MES, Railway, Department of Telecommunication, Universities, Higher Education Institute and other central/State Govt. Departments OR working agency at Jamia Hamdard. Bidders have to submit the upto date certified copy of the valid Registration Certificate, organizational setup, credentials, list of plant, machinery & tools in their possession along with tender. The original will have to be produced when demanded for verification.
2. Bidders should have qualified and experienced In-House Architect for providing Structural & Architectural designs & drawings, project management, quality control & Project coordination.
3. Bidders should have executed similar nature of work of at least one contract of value of 80% or two contracts of similar nature of work of value of 60% or three contracts of similar natures of works of value of 40% of the estimated cost in last 5 years in prestigious institutional buildings, Universities, and produce credentials in support thereof, Certificates of satisfactory completion of works must also be provided.
4. Average annual financial turn over on said work should be at least Rs. 8 Lakhs each during the immediate last 3 consecutive financial year with certification from practicing Chartered Accountant.
5. The firm should have valid EPFO, ESI, and GSTN registration. Challan of current month for EPFO & ESI to be submitted along-with the registration.
6. Bankers certificate for credit worthiness not less than Rs. 10 Lakhs.
7. The contractor should have IT return acknowledgement for last three years ending.

2.3 Documents to be submitted along with Technical Bids

- a. Copies of valid registration Certificate.
- b. Complete list of machinery and equipment and details of Technical Manpower along with supporting staff and in house Design capability duly signed and sealed on company's letter head.
- c. Copies of completion and Performance Certificates (duly attested) for similar scope of works issued by the officer of the client/Deptt. of the rank of Executive Engineer/equivalent or the Head of the Institution will have to be furnished along with the application. The completion certificate must clearly indicate the following:
 - The date of completion of work with cost of completed work with letters of successful completion. Nature and scope of work, Time period of completion (attach client's list).
 - Similar work means Installation of Porta Cabin.

- The firms are advised to enclose attested copies of valid PAN, PF, ESI, GSTN.
- d. Earnest Money Deposit, **Rs. 20,600.00** in the form of DD in favor of Jamia Hamdard.
- e. Tender Cost, Rs. **2500.00** (non-refundable) in the form of DD in favor of JamiaHamdard.
- f. Company's financial performance documents (Audited balance sheet, and profit and loss statement).
- g. Copies of work orders for similar nature of work as specified above in last 5 years.
- h. Entire tender document duly signed & stamped by the bidder.
- i. Copies of IT return acknowledgement for last three years ending
- j. All documents submitted by the bidder should be self-attested along with stamp.

2.4 Submission of Bids

1. Submission of Tender: Tenders should be submitted in two Parts i.e. "Technical bid" (Part-A) and "Price bid" (Part-B) in two separate sealed envelopes. Both the parts should be further put in a single sealed envelope super-scribing NIT No. & name of work, due date for opening, bidder's name & address. The tender duly filled in may be sent to above mentioned address either by post or hand delivered in the tender box kept in the Purchase Section. It should not be handed over to any employee of the Jamia Hamdard. No tender shall be accepted later than the time schedule specified in NIT.

Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: www.jamiahamdard.edu. Therefore bidders are advised to keep visiting our website.

a. Technical Bid (Part-A) shall contain all documents as stated in clause (2.3)

b. Price Bid (Part-B):

In this bid, the bidder is required to quote his item rates in the BOQ attached in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all taxes such as GST etc, all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped. Jamia Hamdard reserves the rights to increase or decrease the quantum of work during the execution of work and to accept/reject full/part proposals without assigning any reason thereof.

FORM OF AGREEMENT:

ARTICLES OF AGREEMENT made this ----- day of ----- Two Thousand Twenty One Between Jamia Hamdard incorporated under the Act and having its Head office at Hamdard Nagar, New Delhi (hereinafter referred to as the "Employer/Owner" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and----- of hereinafter referred to as the "Contractor", which expression shall, unless excluded by or repugnant to the context, include his successors and assign)of the OTHER PART.

WHEREAS the Employer intends to construct a Prefabricated Structure at Second Floor of Scholar House Building at Jamia Hamdard, Hamdard Nagar, New Delhi (hereinafter referred to as the "project").

AND WHEREAS the Employer in order to effectively carry out the said works has engaged, (hereinafter referred to as "Architect") to prepare plans, drawings and specifications, describing the works to be executed for contractors, namely, civil work, Aluminium work, wood work & electrical works, etc. for the project, to open tenders received at the office of the Employer, to scrutinize and recommend to the Employer the name(s) of the contractor(s) from whom tenders were received and recommend to the Employer for the issue of work order to the contractor.

AND WHEREAS for the purpose of the said project, the Employer invited sealed tenders from experienced, resourceful and bonafide contractors vide his Notice Inviting Tender (No-----
.....date.....)

WHEREAS the contractor submitted his Tender along with the Tender Documents containing General Notes, General condition of Contract, Special conditions, Technical Specifications, Schedule of Quantities etc. for the works, prepared with the assistance of the Consultants, (hereinafter collectively referred to as the "said conditions"), duly signed on each page as a token of his acceptance of the same, along with requisite Earnest Money Deposit of Rs. _____(copy enclosed vide Annexure-I)

AND WHEREAS out of the Tenders received, the Tender of the Contractor was found to be most suitable for the project.

AND WHEREAS the Employer/Architect has accordingly issued the work order (No. _____ dt. _____) to the Contractor subject to his furnishing the requisite Security Deposit (copy enclosed vide Annexure-II).

AND WHEREAS the Contractor has accepted the aforesaid work order vide his letter of acceptance No. _____ dt. _____ (copy enclosed vide Annexure-III) and has also deposited with the Employer as sum of Rs. _____ which with the Earnest Money of Rs. _____ previously deposited, in all Rs. _____, from the requisite Security Deposit @ 2% of the accepted Tender value of Rs. _____ AND WHEREAS the Employer has caused the plans, drawings, specifications, schedule of quantities etc. relating to the project at the work site at _____ to be issued to the Contractor.

Now, therefore it is hereby agreed to and between the parties as follows:

1. Contract Documents:

The following documents shall constitute the Contract Documents:

- a) This Articles of Agreement
- b) Tender submitted by the Contractor including the N.I.T. and the Tender Documents.
- c) All correspondence between Jamia Hamdard/Architect and the Contractor from the date of issue of N.I.T. and date of _____ issue of work order.
- d) Work order no. _____ dt. _____
- e) Letter of Acceptance of the work order by the Contractor

2. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions, execute and complete the contracted works shown upon the said Drawings etc. and such further detailed drawing as may be furnished to the contractor by the said Owner Employer through the Architect and described in the said Specifications and the said schedule of Quantities.

3. Notwithstanding what are stated in the N.I.T. conditions of Tendering Conditions of Contract and herein before stated the Employer through the Architect reserves to itself the right of

altering the drawings and nature of the work and of addition to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alteration or variations shall be carried out without prejudice to this contract.

4. As mentioned in Article I above, the said conditions shall be read and be treated as forming part of this Agreement and be hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations' and perform the same on their parts to be respectively observed and preferred.

5. Any dispute arising under this Agreement shall be referred to the Arbitration in a manner specified in the General conditions of Contract and all legal disputes shall limited within the territorial jurisdiction of the High Court of New Delhi the district court thereof at New Delhi. The decision of the arbitration shall be final and binding on both the parties.

IT WITNESS WHEREOF THE PARTIES to these present have hereunto set and subscribed their hand the day, month and year first above written.

Signed and delivered for and

On behalf of Jamia Hamdard

by

Shri _____

Its duly authorized official _____
In the presence of-

1. (Name & Address) _____

2. (Name & Address) _____

Signed and delivered for and

On behalf of the contractor

_____ by

Sri _____
His duly authorized official _____

1. (Name & Address) _____

2. (Name & Address) _____

General Conditions of Contract:

Except where provided for in the description of the individual items in the schedule of quantities

and in the specifications and the conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of University/Employer & Architect.

1. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i) University/Employer: The term University/Employer shall denote Jamia Hamdard, Hamdard Nagar, New Delhi and any of its employee (concerned Engineer-In-Charge) representative authorized on their behalf.
- ii) In-House Architect: An Architect associated with Contractor for the various responsibilities related to architectural design, project management, and coordination.
- iii) Contractor: The terms contractor shall mean _____ and his/their heirs, legal representatives, assigns and successors.
- iv) Site: The site shall mean the site where the works are to be executed as shown within boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the contractor's use.
- v) Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer during the execution of the work. All drawing relating work given to the contractor together with a copy of schedule of quantities are to be kept at site and University/concerned Engineer-In-Charge/Architect shall be given access to such drawings or schedule of quantities whenever necessary.
In case of any Detailed Drawings are necessary contractor shall prepare such detailed drawings and /or dimensional sketches there for and have it confirmed by the concerned Engineer-In-Charge/Architect prior to taking up such work.
The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specification and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the University/Engineer-In-Charge may be able to give decision thereon.
- vi) The "Works" shall mean the work or works to be executed or done under this contract.
- vii) "Act of Insolvency" shall mean any act as such as defined by the presidency Town Insolvency Act or in Provincial Insolvency Act or any amending status.
- viii) "The Schedule of quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- ix) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates.
- x) "Notice in writing" or "Written notice" shall mean a notice written, typed or in printed character sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

2. SCOPE

The work consists of Prefabricated Porta Structure on Second floor of **IBN E SINA Hostel** Building at Jamia Hamdard Nagar, New Delhi-62 in accordance with the "drawings" and "schedule of Quantities". Civil, Fabrication & MS works are within the scope of this tender as per BOQ attached in this tender.

University/Architect may in their absolute discretion issue further drawing and /or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The "University's/Architect instruction" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawing or between the schedule of quantities and /or drawings and /or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defect under clauses hereinafter mentioned and those rising during the maintenance period (retention period).

3. DETAILED DRAWING AND INSTRUCTIONS

The University through its Architect shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawing and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor shall not work without proper drawing and instructions.

Immediately after receipt of the work order of the contract the contractor shall prepare a progress schedule (Bar Chart) and submit the same to the University through the Architect for approval which shall indicate the dates for the starting and completion of the various stages of construction.

4. COPIES FURNISHED

The Contractor on the signing hereof shall be furnished by the University through its Architect free of charges with a copy of the priced schedule of quantities/rates, required copies of each of the said drawing and required copies of specifications, and required copies of all further drawings issued during the progress of the work.

5. OWNERSHIP OF DRAWING

All drawings, specification and copies thereof furnished by the University through its Architect are the property of the University. They are not to be used on other work and with the exception of the signed contract set, are to be returned to the University at the completion of the work.

6. ROYALTIES & PATENTS

The contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the University harmless from loss on account thereof.

7. INSPECTION OF WORK

The proposed work covered under this, during its progress can also be inspected by the Competent Authority of the University/Executive Engineer.

8. In-House Architect: The agency must have a well experienced In-House Architect for providing the following services:

- a. Architectural & Structural Design:** The in-house architect is responsible for developing and reviewing architectural & structural designs, drawings and specifications for construction projects. They will also ensure the structural safety & stability of proposed porta work.
- b. Quality Control:** The in-house architect oversees the construction process to ensure that the work is carried out according to the approved designs and specifications. They conduct regular site visits, inspections, and quality checks to maintain the desired standards of construction quality.
- c. Project Coordination:** They coordinate with various stakeholders, such as engineers, contractors, and government officials, to ensure smooth execution of the project. This includes collaborating on design modifications, addressing technical issues, and ensuring compliance with project timelines.
- d. Documentation:** They prepare and maintain project documentation, including architectural drawings, structural drawings specifications, bills of quantities, and other relevant records required for the project.
- e. Project Management:** They play a role in project management by monitoring progress, addressing any design or construction-related issues that may arise, and ensuring adherence to project timelines and budget.

9. SUPERINTENDENCE SUPERVISION

The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the maintenance period (Retention Period). The contractor shall also during the whole time of work when in progress employ a competent authorized representative who shall be constantly in attention at the site while his competent team is at work. Any directions, explanations, instructions or notices given by the University or the Architect to such representative shall be deemed to have been given and duly served on the contractor.

10. CHANGES IN THE WORK

No alteration, omission or variation shall vitiate this contract excepting in case the University or the Architect in consultation with the University thinks proper at any time during the progress of the works to make any alteration in the kind or quality of the materials to be used there in and shall give notice thereof in writing under his hand to the contractor, the contractor shall alter, add to or omit from, as the case may require in accordance with such notice but the contractor at his own cost shall not do any work extra to or make any alterations or additions to or omission from the works or any deviations from any of the provisions of the contract, stipulation, specifications or contract drawings

without the previous consent in writing of the University through its Architect and the value of such alterations, additions or omissions shall, in that case be final and binding as approved by the University/Architect.

11. Failure by Contractors to comply with University's/Architect's Instructions

If the contractor after receipt of written notice from the University and/or the Architect requiring compliance within ten days fails to comply with such further drawings and/or University's/Architect's instructions, the University through the Architect or other person, may employ other person to execute and such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection herewith and same shall be recoverable from the contractor by the University on the certificate of the Architect as a debt or shall have right to deduct same any moneys due or to become due to the contractor.

12. TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender paper by the tenderer.

The total amount should be written both in figures and in words. In case of figures, the words 'P' after the decimal figures, e.g. Rs. 2.15 "P" and in case of words the word 'Paise' should be written at the end, unless the rate is in whole rupee and followed by the words only it should

invariably be up to two decimal places; while quoting the rate is in schedule of quantities, the word only should be written closely following the amount and it should not be written in the next line. The schedule of quantities shall be filled in as follows:

- i. The 'Rate' column to be legibly filled in ink in both English figures and English words and must in typed format.
- ii. Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- iii. All corrections are to be initialed.
- iv. The 'Rate Column' for alternative items shall be filled up.
- v. The 'Amount' column for alternative items of which the quantities are not mentioned shall not be filled up.
- vi. In case of any errors/omissions in the quoted rates, the rates quoted in words in the tender marked 'original' shall be taken as correct rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer comments or modifications in a separate sheet of paper attached to the original tender papers.

The University reserves the right to accept or reject the lowest or any tender without assigning any reason.

The tenders should note that tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct workable and self-supporting. If called upon by the University/Architect detailed analysis of any or all the rates shall be submitted. The University/Architect shall not be bound to recognize the contractor's analysis.

The work will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

The tenderer shall note that his tender shall remain open for consideration for a period of three months (90 Days) from the date of opening of the tender.

13. PERMITS AND LICENCES

Permits and license for release of materials which are under Government control will be arranged by the Contractor. The University will render necessary assistance, sign any forms or applications that may be necessary.

14. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the schedule of quantities are intended to cover the entire new structure indicate in the drawings but the University reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

15. OTHER PERSONS ENGAGED BY THE UNIVERSITY

The University reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all co-operations in this regard.

16. EARNEST MONEY AND PERFORMANCE GUARANTEE

The tenderer will have to deposit an amount of **Rs. 20,600.00** in the form of Bank Draft drawn in favour of Jamia Hamdard at the time of submission of tender as an Earnest

Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of tender.

The selected Tender, to whom the contract will be awarded, will have to deposit a total amount @5% of total value of accepted tender as Performance Guarantee. The Performance Guarantee will have to be made within seven days after the acceptance of his tender. The Performance Guarantee will be acceptable in the form of Bank Guarantee in favour of Jamia Hamdard in the suitable format which should remain valid up to the completion of the project in all respect. The EMD submitted along-with the tender will adjusted in calculating the 5% value.

Failure to deposit the Initial Security Deposit as aforesaid within the specified time, the University at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender.

The entire Performance Guarantee (including earnest money furnished with the tender), Bank Guarantee at the time of executing agreement and Bank Guarantee subsequently deposited to the constitute 5% security deposit shall be held till the work is completed in all respect to the full satisfaction of the University/Architect: 50% of the above deposit will be released-after virtual completion of work and certification of the final bill and the balance after the expiry of the defect liability period. The University shall not pay interest on either the Earnest Money or the Performance Guarantee.

17. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specification taken together whether the same may or may not be particularly shown or described therein provided that the same - can reasonably be inferred there from and if the contractor finds and discrepancies therein he shall immediately and in writing, refer the same to the University/Architect whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The University shall on no account be responsible for the expense incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The contractor will bring a three phase suitable rated sealed Energy Meter and cable for the connection of power supply to the site/work, before start of work. The cable will be connected through nearby substation/panel. Periodic bills against the actual consumed electrical energy at site will be generated by the Electrical Engineering Deptt. of Jamia Hamdard and the same will either be deducted from the running bill of the contractor or the contractor may deposit the billed amount in the Finance Section of Jamia Hamdard directly after receive of bill from the department.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or material inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own costs, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, shuttering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of

the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and thing and the contractor shall take down the remove any or all such centering, scaffolding, planking, timbering, structuring, shoring, etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the University/Architect.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and leveled where so required by the drawings unless the University shall otherwise direct.

The contractor shall at all times give access to workers employed by the University or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the University as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

18. TIME OF COMPLETION/EXTENSION OF TIME

- i) Time of Completion: The entire work is to be completed in all respect within the stipulated period. The work shall deem to be commenced within seven days from the date of acceptance letter or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the concerned Engineers of the University/Architect have certified in writing that this has been completed and the Defects Liability period shall commence from the date of such certificate.

- ii) Extension of Time: If in the opinion of the concerned Engineer-In-Charge of the University/Architect the works be delayed (a) by reason of any exceptionally inclement weather/calamities, or (b) by reason of instructions from the University in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the works, or delay of other contractors or tradesmen engaged or nominated by the University and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-down affecting any of the building or trades or (f) from other causes which the University may consider are beyond the control of the contractor, the University at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the University failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-downs, as are referred to above, the contractor shall, immediately give the University, written notice thereof. Nevertheless, the contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required, to the satisfaction of the University to proceed with the works and on his doing so that it will be ground of consideration by the University for an extension of time as above provided. The decision of the University as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-down and the University shall then, in the event of an extension being granted, determine and declare the final completion date.

19. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work irrespective of the fact that the layout had been approved by the University/Architect, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the University. The contractor shall further set out the works to the alternative position at the site until one is finally approved and the rates quoted in his tender should include for this and no extracharge on this account will be entertained.

20. CONTRACTOR IMMEDIATELY TO REMOVAL ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plants to the satisfaction of the University for the purpose, until the building is handed over to the University. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the University and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

21. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time be given by the University/Architect during the execution of the work, and to his entire satisfaction. If required by the University/Architect the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the University/Architect at his own cost to prove that the materials etc. under test conform to the relevant I.S. Standards or as specified in the specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc. shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through GST and other charges and must be the best of their kind available and the contractor must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the University/Architect when so directed by the University/Architect and written approval from University/Architect must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for

such time as the University /Architect may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the contractor shall take all precautions necessary for the protection of work and at his expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary/doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated sub-contractor and any damage caused must be made good by the contractor at his own expenses.

22. REMOVAL OF IMPROPER WORK

The University shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time to times as may be specified in the order of any materials which in the opinion of the University/Architect are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship, not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order, the University shall have the power to employ and pay other agencies to work and all expenses consequent thereon or incidental thereto ascertified by the University/Architect shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architect shall relieve the contractor from his liability in respect of unsound work or bad materials.

23. SITE ENGINEER

The term "Site Engineer" shall mean the person appointed and paid by the University to supervise the work and taking the measurements of work done. The contractor shall afford the site Engineers' every facility and assistance for examining the works and materials and for checking work and materials. The site Engineer shall have no power to revoke, alter, enlarge or relax any requirements of the contractor or to sanction any day work, additions, alternations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the University.

The Site Engineer shall have power to give notice to the contractor or his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the University is obtained. The work will from time to time be examined by the Architect, concerned Engineer-In-Charge from the University and the site Engineer. But such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the contractor shall take instructions only from the Architect/University/ concerned Engineer-In-Charge.

24. OFFICE ACCOMMODATION FOR THE SITE ENGINEER

The contractor shall provide, erect and maintain at his cost a separate simple watertight office accommodation for the site Engineers. This accommodation shall be well lighted and ventilated and provided with windows, door with a lock. The site Engineer's office shall be a minimum of 250 sq. ft. and the contractor shall provide a desk, chairs, drawers for keeping

drawings, a cupboard having proper lock and a backboard for displaying drawings. The accommodation shall be demolished when directed.

25. Contractor's Employees

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by run) throughout the working hours to receive and comply with instructions of the concerned Engineer-In-Charge/University authority/Architect. The contractor shall engage at least one experienced Engineer as Site in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local labour on the work as far as possible. No labour below the age of sixteen years, and who is not an Indian National, shall be employed on the work. Any labour supplied by the contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the University or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of:

- a) The payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed there from time to time.

The contractor shall keep the University saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the University in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the state or any local authority or of the University regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated (if University permits for), for the prevention of small pox, cholera plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the land adjoining the same.

The contractor shall arrange to provide first-aid treatment to the labour engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, reports such accident to the University and also to the competent authority where such report is required by law.

26. DISMISSAL OF WORKMEN

The contractor shall on the request of the University immediately dismiss from works any person employed thereon by him, who may in the opinion of the University be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation, or damages against the University or any of their officer or employee.

27. Damage to persons and Property Insurance etc.

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of the property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The contractor shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the building and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the University and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the University entirely from all responsibility in this respect. The insurance must be placed with a company approved by the University and must be effected jointly in the name of the contractor and the University (the name of the latter being placed first in the policy i. e. Jamia Hamdard.

A/C _____

Contractor's Name

and the policy pledged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract i.e. the contractors. All risk Insurance shall have an extension for covering cross liability arising, if any, during execution of work relating to Air Conditioning, Electrification, Erection of Lift, Space Platform etc.

The University shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

28. INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the University in the joint names of the University and the contractor for such amount and for any further sum if called to do so by the University, the premium of such further sum being allowed to the contractor as an authorized extra.

The contractor shall deposit the policy and receipt for premium paid with the University within 21 (twenty one) days from the date of issue of work order unless otherwise instructed. In default of the contractor insuring as provided above, the University on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The contractor in case of

rebinding or reinstatement after fire shall be entitled to extension of time for completion as the University may deem fit.

29. ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the University furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the University shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

30. Payments

All R/A bills shall be prepared by the contractor in the form prescribed by the University. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The concerned Engineer-In-Charge of the University/Architect shall verify and certify after scrutiny of the contractor's bill stating the amount due to the contractor from the University and the contractor shall be entitled to payment thereof.

The amount stated in the R/A bill shall be the total value of work properly executed. The University will deduct retention money @5% shall be retained from every R/A bill. The refund of retention money will be made after the expiry of the defect and liability period of 12 months.

If the University has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the R/A bills' payments shall be regarded payments by way of advance against the final payment only and not as payments for work actually done and 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 anyway the power of the University under these conditions or any of them as to the final settlement and adjustment of the account or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the site Engineers/concerned Engineer-In-Charge and payment shall be made within three months.

31. FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the University/Architect. Payments of final bill shall be made after deduction of Retention Money @5% of total work done value, which sum shall be refunded after the completion of the Defect Liability Period after receiving the University's/Architect certificate that the contractor has rectified all defects to the satisfaction of the University/Architect. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. Defect liability period shall extend for a period of one year after the day of virtual completion.

32. VARIATION/DEVIATION

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required as per the details hereinafter. The tender rates shall hold good for any increase or decrease in the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed by the University/Architect.

No claim for an extra shall be allowed unless it shall have been executed by the authority of the Architect/ University as herein mentioned. Any such extra is herein referred to as an authorized extra. No variations, i.e. additions, omissions or substitutions shall vitiate the contract.

The rates of items not included in the schedule of quantities shall be settled by the Architect in accordance with the following rules:

a) If the rates for the additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered and substituted works at the same rates as are specified in the contract for the work.

b) If the rates for the additional, altered or substituted works are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

c) If the rates for the additional, altered or substituted work cannot be specified in the sub-clause (a) (b) above, the rates shall be derived on the basis of cost of materials and labour (rates for materials and labour will be as per the prevalent market rates for the same) plus 15% to cover overheads, supervision and profit etc.

33. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the University through Architect in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as a "Equal" or "Other approved" etc. specific approval of the University/Architect has been obtained in writing.

34. CLEARING SITE ON COMPLETION

On completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the University/Architect.

35. DEFECT AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the University all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default, the University may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental, thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the University or may be deducted by the University, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained as Retention Money (Security Deposit) together with any expenses the University may have incurred in connection therewith.

36. CONCEALED WORK

The contractor shall give not less than 5 days notice to the University/Architect whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the University /Architect be either opened up for measurement the contractor's expenses or no payment may be made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the University/Architect shall be accepted as correct and binding on the contractor.

37. ESCALATION

The rate quoted shall be the final and firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, GST, etc.

38. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

39. SUSPENSION

If the contractor except on account of any legal restraint upon the University preventing the continuance of the work or in the opinion of the University shall neglect or fail to proceed with due diligence in the performance of his part of the contract if he shall more than once make default, the University shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the University may proceed as provided as provided in clause 39 (Termination of contractor by University).

40. TERMINATION OF CONTRACT BY UNIVERSITY

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contractor if a Receiver of the contractor's firm appointed by the court shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the University that he is able to carry out and fulfill the contract, and if so required by the University to give reasonable security therefore or if the contractor shall suffer execution to be issued, or shall suffer assign charge or encumber this contract or any payments due or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by

the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or workmanship in carrying on the works, or shall in the opinion of the University not exercise such diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the University after three clear days notice requiring the contractor so to do shall have been given to the contractor as herein after mentioned, or shall abandon the contract, then and in any of the said cases, the University may notice in writing to the effect as herein after mentioned, but without thereby affecting the powers of the University of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favor of the contractor) further the University or his representatives, or servants, any enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property ~r may employ the same by means of this own servants and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or thingsto prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the University shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so withina period of 14 days after receipt by him the University may sell the same by public Auction and shall give credit to the contractor for the amount so realised. Any expenses or losses incurred by theUniversity in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the security Deposit.

41. VALIDITY OF PRICE

The contractor shall have no right to ask for alteration of the rates, terms and conditions quoted by the contractor and shall be final and to be subsisting and valid for execution of the work.

42. LOWEST TENDER

The University shall have the right to reject any or all the tenders and will not be bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the University in this respect.

43. WATER SUPPLY, LATRINE ETC

The selected tender shall make his own arrangements at his own costs for the supply of approved quality water required for construction and for drinking purposes and shall provide at his own costs all tubes, tanks, fittings and temporary plumbing works required and on completion of the works, shall remove all temporary appliance and make good any work disturbed for making such arrangements to the satisfaction of the owner.

44. POWER

The contractor shall make his own arrangements for power and supply system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost for running and

maintenance of the plants are to be included in his tender prices. He shall pay all fees and charges legally demandable and include the same in his tendered rates and hold the University free from all such costs. Contractor will pay against the consumed Electrical energy charges as per sub-meter reading, as and when asked/raised by the University.

45. METHOD OF MEASUREMENT

a: Unless otherwise mentioned in the Schedule of Quantities measurement will be on the net quantities or work produced in accordance with upto date rules laid down by the Indian Standard Institution(as per SP 27 1987). In the event of any dispute with regard to the measurement of the work executed, the decision of the University shall be final and binding on the contractor.

b: The rates quoted by the tenderer shall include for all heights.

46. ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical specification, such work shall be carried out in accordance with the I.S. Specification, and then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the concerned Engineer-In-Charge/Architect.

47. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY INCONVENIENCE TO THE PUBLIC

The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Architect may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

48. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the University/Architect within the stipulated period, the contractor shall be bound to pay to the University's sum Calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.

1% of the estimated amount shown in the tender per week subject to a ceiling of 10% of the accepted contracted sum.

49. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit(whether paid in one sum or deducted by installments) the University through Architect shall have power to adopt any of the following courses as they may deem best suited to the interest of the University:

a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the University through Architect shall be conclusive evidence), and 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 carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of the which cost and price of a certificate of the Architect/University shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/University as to the value of the work done, shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architect/University shall be final and conclusive) shall be borne and" paid by the original contractor and may be deducted from any money due to him by the University under the contract of otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

50. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, the University /Architect shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Architect/ University 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 with 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 shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

51. GUARANTEE FOR THE SPECIALISED WORKS

The contractor shall submit a Performance Guarantee from the Specialized Agency for specialized works like anti-termite treatment, waterproofing treatment to basement, toilets/baths., terrace slab etc and all inclusive item is provided in the tender for the works without giving detailed specifications. The specialized works are being executed through respective Specialized Agency by the Main Contractor after the specified Employments are duly approved by the University. The Main contractor is bound to furnish this Guarantee to the University as the University as the main contractor is equally responsible for the performance of the Specialist Firm. Main Contractor will also provide separate Guarantee for the similar works undertaken directly by them.

52. MOBILISATION ADVANCE

The University may pay to the contractor maximum 10% of the contract value as mobilization advance at the interest rate per annum prevailing at the time of grant of such advance and subsequent revision, if any, against submission of suitable Bank Guarantee of equivalent amount as approved by the University. Such mobilization advance together with interest thereon shall be recovered from the contractors from first R/A bill on pro-rata basis so that total mobilization advance inclusive of interest is recovered till final bill.

53. INCOME TAX/GST ON WORKS CONTRACT

Statutory deduction of Income Tax/GST shall be made from all R/A and final payments and remitted to the Central Government towards provisional Income Tax, GST of the Contract in accordance with the Government notification.

54. SAFTY REGULATION

Contractor shall abide by the Safety Regulations for factory act and other rules and regulations of related authorities.

55. AGREEMENT

The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the University/Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the University of a tender will constitute a binding contract between the University and the person so tendering whether such formal agreement is or is not subsequently executed.

56. ARBITRATION

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or contract or the construction remaining in operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or breach of the contract (other than those in respect of which the decision of any person/persons is by the contract expressed to be final & binding) shall after written notice by either party to the contract to the other or them and to the Appointing Authority who shall be appointed for this purpose by the University be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the contractor sole arbitrator, who shall be unconnected with the organization for which the work is executed from the following categories of Arbitrators:

1. Retired High Court/Supreme Court Judges, who have experience in handling Arbitration cases.
2. Member of the Council of Arbitrations.
3. Fellow of the Institution of Engineers.
4. Eminent Retired Chief Engineers from State/Central P.W.D./Public Sector undertakings of good reputation and integrity.
5. Fellow of the Indian Institute of Architect.

The contractor shall on receipt by him of the names as aforesaid, select anyone of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The Appointing Authority shall there upon without any delay appoint from the above person as a sole arbitrator. If the contractor fails to communicate such selection as provided above within the period specified the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Appointing Authority fails to send to the contractor the name of the arbitrator within the stipulated period, the contractor shall send to the Appointing Authority a name of the arbitrator from the above mentioned 5 categories of Arbitrators who shall be unrelated in whatsoever manners with either of the parties. The appointment authority shall on receipt by him of the names of aforesaid select any one of the persons named and appoint him/her as the sole Arbitrator. If the Arbitrator so appointed is unable or unwilling to act or resigns from his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

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

The Arbitrator shall give a separate award in respect of each disputes or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The seat and venue of arbitration proceedings shall be New Delhi only. The award of the Arbitrator shall be final and binding on both parties.

It is also a term of the contract that if contractor (s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from University/Architect that the bill after due verification is passed for payment of a lesser amount, or otherwise the contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and University/Architect shall be relieved and discharged of their liability under this agreement in respect of such claim(s). Further it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor(s) within 2 days of posting of the letter by University/Architect or when delivered by hand immediately after receipt thereof by the contractor (s), whichever is earlier. Further a letter signed by the officials of University/Architect that the letter was so posted to the contractor(s) shall be conclusive.

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

The contractor should ensure that all installations conform to Local/Statutory Regulations and requirements. In case of any deficiency /discrepancy or contradictions found in the Technical specifications or Schedule of Items, these shall be immediately brought to the notice of the University/Architect and the same should be got modified before execution of the work.

56. SAFETY CODE FOR ELECTRICAL WORK

The Safety code will be as per Indian Electricity Rules 1956 and subsequent amendments made upto date and as 'per various prevailing I.S. codes of practice for Electrical Installation.

Temporary Electrical Wiring shall be done in the manner as advised by the University /Architect with necessary supports when drawn overhead and proper clamping/fixing and should conform to requirement of Indian Electricity rules, various I.S. Code of practice for Electrical Installation and Local Regulations.

57. DECLARATION

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around/vicinity of the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Condition of Contract, Technical specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents. I/We shall also uniformly maintain such progress with the work, as may be directed by the University/Architect to ensure completion of same within the target date as mentioned in the tender documents that after completion of said work, a completion certificate will be issued by the University for the full and final works completed, remaining or incompletd works (in any), and in relation to this the full and final payments made, remaining, if any. Henceforth, the parties after the issuance of completion certificate and after passing of 30 days shall have no complaints against each other, "whatsoever".

Witness:

Signature of Tenderer

Address:

Date:

Note: Shifting of existing services like water supply lines, water storage tanks and other related services will be done by the contractor and the payment will be made as per actual work done at site based on the analysis of prevailing market rates with 10% C.P. plus GST.

LIST OF APPROVED MAKES
CIVIL WORK

S. No.	Description	Approved Brand/Manufacturer
1.	Cement	A.C.C., L&T, Raymond Cement, Birla-Maihar.
2.	Reinforcing Steel	Tisco, Sail, BSNL or any other ISI approved manufacturer.
3.	Glazed Vitrified Tiles	Somany, Johnson, Kajaria, Nitco, Orient, or equivalent approved make
4.	Ceramic Tiles-Floor & Dado	Kajaria, Jhonson, Orient, Somany or equivalent approved make.
6.	Vitrified Tiles	Somany, Kajaria, Jhonson or equivalent approved make.
5.	Flush Door Shutters & Plywood.	National Plywood Industries Ltd., Kitply Industries Ltd., Green Ply Industries Ltd., Duro, Century.
6.	Precast terrasso tile	National, Nitco
7.	Water Proofing Compound	Patent Product of Snowcem India, Chemseal, Vam Organics, Cico, or equivalent make.
8.	Harware-Aluminium	Hindalco, Jindal or equivalent make of approved design, brand, quality & Manufactured with ISI mark.
9.	Synthetic Enamel Paints, Distemper	ICI, Berger Paints (India) Ltd., Jenson & Nicholson (India) Ltd., Asian Paints Ltd., Shalimar Nerolac.
10.	Water Proof Cement Paint	Berger,Asian, Nerolac or equivalent approved quality.
11.	Glazing	St. Gobain, Modifloat, M/s Triveni Glass or equivalent of approved quality.
12.	Door Closer	Godrej, Hettich, Ebco, Ozone or equivalent approved make.

