

TENDER DOCUMENT
FOR
INTERIOR RENOVATION WORKS
FOR
COMPUTER CENTER
IN LIBRARY BUILDING
(FUNDED BY HNF-HECA)

J A M I A H A M D A R D

HAMDARD NAGAR

NEW DELHI –110062

IMPORTANT

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

TENDER ISSUED TO _____

ISSUING DATE _____

SIGNATURE OF ISSUING OFFICER: _____

LAST DATE OF RECEIVING _____

DATE OF OPENING _____

SGNATURE OF THE EXECUTIVE ENGINEER_____

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

TENDER NOTICE

Ref. No. JH/Interiors (Renovation)/04/2022

Date: 06.09.2022

Jamia Hamdard, New Delhi invites sealed items rate Restricted Tenders in **two envelope systems** (Technical & Financial Bid) from reputed contractors registered with CPWD, DDA and other Govt. Dept only for the below work. Tender Documents are attached herewith. Last date of submission of the Tender is **19.09.2022 up to 3.00 PM**. The Parties/agencies may submit the tender after satisfying themselves eligible for the work as per Terms & Conditions of tender.

NAME OF WORK:	Renovation of Interiors in Computer Centre in Library Building including interiors works comprising Architectural & Interior, civil, electrical, plumbing, firefighting & life safety, air conditioning and associated services works.
ESTIMATED COST:	Rs. 2,20,00,000.00/- inclusive of GST
EARNEST MONEY:	Rs. 4,40,000.00/-
TENDER COST:	Rs. 3000/- (Non-Refundable)
TIME PERIOD:	03 Months
PRE-BID MEETING:	13.09.2022 at 03:00 pm

2 PART BID

Sealed tenders are invited from reputed contractors registered with CPWD, DDA and other Govt. Dept only. The tender document consists of the following two parts :

- 1. Part-1: "TECHNICAL BID"**
- 2. Part-2: "FINANCIAL BID"** of the tender.

The Tender dully filled should be dropped in the Tender Box kept in purchase section on or before **19.09.2022 upto 3.00 PM** along with demand draft OR BG of earnest money & DD of Tender fee in

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sealed envelope clearly specifying the name of work. The D.Ds shall be in favour of Jamia Hamdard payable at New Delhi and BGs as per the format given in the tender document. The sealed envelope of the bidders containing Part-1 “TECHNICAL BID” shall be opened on **19.09.2022 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

INSTRUCTIONS TO BIDDER / TENDER CONDITIONS

Jamia Hamdard invites tenders from eligible bidders dealing with Renovation of buildings including interiors works comprising Architectural & Interiors, civil, electrical, plumbing, firefighting & life safety, air conditioning and associated services works. The proposed works are for execution of renovation of interiors of Computer Centre in Library Building of the Campus.

Bidder's Qualifying Requirement (QR):

1. The average annual financial turnover of the bidder during the last three years ending 31st March of the previous financial year should be at least Rs 5.0 Crores.
2. Bidder should have successfully completed / executed similar work (s) during the last seven years ending last day of month previous to the one in which applications were invited, either of the following:
 - a) In case of single similar contract completed / executed value not less than 80% of the estimated cost.
OR
 - b) In case of two similar contracts completed / executed value not less than 50% of the estimated cost.
OR
 - c) In case of three similar contracts completed / executed value not less than 40% of the estimated cost.
3. Bidder should have Permanent Account Number (PAN), **GST, PF & ESI** as well as all other statutory registration requirements to fulfil the work requirements.
4. Bidder should have a Solvency of 88 Lacs.

Definition of Similar works:

- ✓ Definition of similar work is " high-end interior work including wood work like door and windows, tile work, granite work, false ceiling works, fixed and loose furniture works, electrical work, plumbing works, fire alarm and fire-fighting work, LV work, HVAC work " required to be executed for any institution/office/hotel/healthcare.
- ✓ The past experience in similar nature of work should be supported by certificates issued by the client's organization. In case of the work experience is of private sector the completion certificate shall be supported with copies of letter of awards and copies of corresponding TDS certificates. Value of work will be considered with the value of TDS Certificates.
- ✓ Agencies who had done Upgradation works in operational Educational/Institutional facility will be given preference.

BIDDERS ARE REQUESTED TO CAREFULLY READ THE FOLLOWING AND COMPLY:

1. These instructions are over and above the instructions contained in the enclosed set of tender documents.
2. The cost of tender document may be deposited in the form of Bank's Cheque/ Demand draft/ in favour of **Jamia Hamdard**.

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3. Bidders must fill the letter of undertaking and Declaration Programme complete in all respect.
4. **No sub-letting of the work is allowed. Work under this contract, either full or any part of the contract shall not be assigned or sub-let without prior written permission and information of Jamia Hamdard.**
5. **Bidders must quote their rates Including GST.**
6. Bidder must sign preferably **with blue ink** on each and every page of the enclosed tender documents and submit the same in sealed envelope super-scribing the NIT No., Name of Work, Bid Opening Date. The offer should be in sealed envelope and preferably be sent by Registered post / speed post/ by Hand. Intending bidders are advised to post their offers well in time so as to reach us before bid due date and time. Offers sent through courier / by hand shall not be accepted if presented after the due date and time of submission of bids.
7. **The enquiry no., bid due date and details of earnest money deposit (EMD) should be superscribed on the envelope containing EMD.**
8. The bidder shall be required to fully comply with all statutory provisions as per law respects of its employees / workman engaged by them for this work.
9. **Documents to be submitted along with Technical Bids**
 - a. Copies of valid registration Certificate.
 - b. Copies of completion and Performance Certificates (duly attested) for similar scope of works issued by the officer of the client/Dept. 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).
 - The firms are advised to enclose attested copies of valid PAN, PF, ESI, GSTN.
 - c. Earnest Money, **Rs. 4,40,000/-** to be deposit in the form of DD/BG/FD in favour of Jamia Hamdard.
 - d. Tender Cost, Rs. 3000/- (non-refundable) in the form of DD in favour of Jamia Hamdard.
 - e. Company's financial performance documents (Audited balance sheet, and profit and loss statement.
 - f. Copies of work orders for similar nature of work as specified above.
 - g. Copies of IT return acknowledgement for last three financial years.
 - h. All documents submitted by the bidder should be self-attested along with stamp.

10.SUBMISSION OF BID:

The tender will be submitted in three envelopes:

1. Submission of Tender: Tenders should be submitted in two Parts i.e. “Technical bid” (Part-A) and “Financial 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 mentioned above.
- b. **Financial 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 material cost, labour, services, plant/machinery/tools & tackles, ladder & scaffolding, 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.

BID OPENING:

Firstly, First Envelope (Technical Bid) containing all pre-qualification documents and EMD as stated above will be opened and duly scrutinized by PMC/Engineer In-charge for their eligibility. Only bidders who fulfil the Technical Bid requirements, their Second Envelope (Financial bid) will be opened.

In case of acceptance of the bids, the successful bidder must enter into an agreement as Jamia Hamdard Proforma on NON-JUDICIAL STAMP PAPER of Rs.100/- in DUPLICATE.

- a) Rates shall be quoted both in figures and in words in clear legible writing. No cutting / over writing is allowed. All scoring and cancellation should be counter signed in full by the tenderer. In case of illegibility the interpretation of the Tender Committee shall be final.

- b) The quoted price must be written in both figures and words. Alteration if any, should be made clearly by crossing the whole entered rate and last corrections should be attested by the tenderer's with their full signature and rubber stamp. In no case there should be overwriting and all tenders with such overwriting shall be liable for rejection.
- c) The tenderers are required to quote their rates **INCLUDING GST**.
- d) **Prices quoted shall not be subject to ESCALATION till Project Completion.**

11. Offers shall be accompanied with earnest money deposit (EMD) of requisite value as specified in a separate envelope failing which offer are liable for rejection.

In consideration of the owner opening and considering the tender for purpose of award of contract, the Tenderer shall keep his tender valid for a period bid validity from the date of opening of tender, during that period the tenderer agrees not to vary, or revoke his tender either in whole or in part. If the tenderer varies the price and its term and conditions during the validity period of the offer, then, the owner shall be entitled to forfeit the bid guarantee without any notice or proof of damages etc. The tenderer shall submit tender as required in the bid documents along with 'letter of undertaking' in the Proforma enclosed in the bid documents.

The EMD's of unsuccessful tenderers to be returned after award of the Contract to Successful bidder. No interest will be payable on the said amount.

THE EARNEST MONEY SHALL BE FORFEITED ON THE FOLLOWING GROUNDS:

- (i) On revocation / modification of tender or;
 - (ii) On refusal to enter into a contract after the work is awarded to a contractor or;
 - (iii) If the work is not commenced after the work is awarded to a contractor.
 - (iv) Refusal to accept the arithmetic correction (s).
 - (v) Submission of false documents.
 - (vi) Increase the rates after opening of tender before the expiry of the validity of the tender.
12. Contractors should ensure renewal / revalidation of Electrical for safe job execution and contractual requirement.
13. Offer must be strictly as per specification / drawings as spelt out in the enquiry. No Deviations are allowed.
14. All incidental items not shown or specified but reasonably implied or necessary for successful completion of the work shall be provided by the contractor at his own cost. Decision of the Owner/ Consultant will be final in this regard. However, the contractor shall execute any extra items, if necessary for completion of the work with prior permission of Owner/ Consultant.
15. All tender papers should be duly signed and stamped on all pages and the proforma supplied should be filled in giving full information and submitted along-with the tender.
16. Materials to be supplied by the contractor as per scope of work shall be of good quality/ ISI marked and of specified acceptable brand(s) only. It shall require approval of PMC/Engineer In-charge.

17. Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept such correction of errors, its bid will be rejected and the bid security will be forfeited.

18. All bidders should be registered with the Regional Provident-Fund Commissioner. They are also required to give categorical, confirmation that they would cover the contract-labourers engaged by them as well as the sub-contractor for the purpose of provident fund benefits. On quarterly basis the necessary documents for having deposited the PF for the workers deployed will be furnished to the PMC/Engineer In-charge.

19. In compliance with the requirement under the provision on Contract Regulation & Abolition Act., the contractor shall obtain a labour-license. The Labour license shall be submitted to PMC/Engineer In-charge before the commencement of the work/ contract. However, in this regard, decision of PMC/Engineer In-charge shall be final and binding.

20. The persons below the age of 18 (Eighteen) years and children worker **shall not be deployed on the work.**

21. Abnormally High or Low Rated Items:

(A) If the rates/ prices quoted by the successful bidder for one or more items of the bill of quantities (wherever such rates/ prices have been called for in the bids) are found to be abnormally high or low in relation to the Engineers estimate of the cost of work to be performed under the contract, then Jamia Hamdard shall require the bidder to produce detailed rates/ price analysis for any or all items of the bill of quantities to demonstrate the internal consistency of those rates/price with the construction methods and schedule proposed.

(B) After evaluation of rate / price analysis, Jamia Hamdard shall require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the owner against financial loss in the event to default by the contractor under the contract, if award is placed on recommended bidder.

<u>Award value of Contract w.r.t Cost Estimate</u>	<u>Amount of Additional Guarantee</u>
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a) Up to (-) 10%

No Add. Guarantee

b) Below (-) 10 %

An amount equal to the cost difference between estimated cost and award value

The Additional Guarantee is to be released after successful completion of work.

Additional Guarantee shall be submitted only in the form of Demand Draft/Banker cheque in favor of “Jamia Hamdard”. In case L-1 bidder denies to give the Additional performance guarantee, his

bid will not be considered and his EMD will be forfeited and he will not be allowed to participate in retender.

22. The contractor shall ensure timely payments to the workers and shall not link the same with receipt of payments from Jamia Hamdard against monthly RAB's. In case of contractor's failure to disburse the wages by 7th day of month, Jamia Hamdard may directly pay the wages, other statutory obligations & charge from the contractor upto 10% along with applicable GST on the amount paid, as overheads. Non-compliance of this clause shall be reflected in the performance of the contractor.
23. Contractor shall comply with all statutory benefits such as EL, Retrenchment, paid national holidays, PF employer's contribution, bonus, medical & safety etc. as per labour act & factories act to the labour deployed under this contract & submit copy of details to PMC/Engineer In-charge.
24. Contractor will have to follow up the day-to-day work schedule as provided by PMC/Engineer In-charge. The contractor shall keep a competent authorized representative. The representative shall represent the contractor in his absence and all direction given to him shall be binding as if given to the contractor. He shall give daily feed back to the PMC/Engineer In-charge.
25. Bidders should note that printed terms and conditions submitted by the bidders shall not be considered and shall not be considered as a part of contract.
26. Bidders are advised to give fully compliant bid meeting all terms of conditions stipulated in the bidding documents.
27. All bidders shall be required to certify that they would adhere to the fraud prevention policy of Jamia Hamdard and not indulge to fraudulent activities and immediately apprise the organisation of the fraud / suspected fraud as soon as it comes to their notice.
28. Jamia Hamdard can at its sole discretion unilaterally change the quantity / BOQ to the extent of + /-20% on overall contract basis as indicated in the NIT unless otherwise specified. The bidder would be bound to accept these quantities on the same terms & conditions of price and delivery.

APPLICATION FROM TENDERER
(Forwarding letter)

From: M/s-----

To

The Executive Engineer

Jamia Hamdard

Hamdard Nagar

New Delhi –110 062.

Subject :- Interior works in renovation of Computer Centre in Library Building

Dear Sir,

With reference to the tenders 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 of Rs. (Rupees) in favour of Jamia Hamdard, Hamdard Nagar, New Delhi-62, which amount is not to bear any interest, even if this tender is accepted in whole or in part thereof.

I / We hereby agree to abide by and fulfil all the terms and conditions of the tender, N.I.T etc. as far as possible, and if found default against the said condition thereof the Registrar Jamia Hamdard have the right to forfeit the sum of money mentioned in the conditions.

I / We agree that the said Executive Engineer 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 as specified above. Otherwise, he will retain the said earnest money towards security deposit mentioned in general conditions of the contract.

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Name of the partner (s)

Yours faithfully,

Signature of contractor with seal

Dated

Address

CHECKLIST

To be submitted along with bid

The tenderers are requested to ensure the submission of the essential documents to avoid disqualification of the bid. However, the check list is not exhaustive and the tenderer are requested to go through to NIT & related documents carefully and completely for fulfilments of tenderers requirement.

S.No.	Enclosures	Submitted
1.	Copies of valid registration certificate	
2.	Cost of tender documents (non-refundable) in form of DD in favour of Jamia Hamdard	
3.	EMD in form of DD/BG/FD in favour of Jamia Hamdard.	
4.	List of Similar Work orders	
5.	Average annual turn-over of last three financial years should be 5 Cr with certificate from practicing Chartered Accountant.	
6.	Ensure signature with stamp on all pages of tender documents.	
7.	Bank account details along with Bankers Certificate for credit worthiness not less than 88 Lacs.	
8.	Copies of valid PAN, PF, ESI, GSTN, WCT if applicable.	
9.	Complete list of machinery and equipment and details of technical manpower.	
10.	Copies of completion and performance certificates (duly attested) for similar scope of works.	
11.	Copies of IT return acknowledgement for last three financial years.	
12.	Certificate by manufacturers of approved brands as given in list of approved makes/schedule of quantities with their approved applicator/agency.	
13.	E-mail address	
14.	Address for communication	
15.	Contact details such as phone number, mobile no., landline no.	

Signature of Tenderer

Dated the

Seal & Signature of the Tenderer

FORM OF AGREEMENT:

ARTICLES OF AGREEMENT made this day of Two Thousand Twenty Two 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 Renovate the Interiors of Computer Centre in Library 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 M/s. Creative Design and Engineers Pvt. Ltd., PMC/Engineer In-charge (hereinafter referred to as "PMC") to prepare plans, drawings and specifications, describing the works to be executed for contractors, namely, civil work, Aluminium work, wood work, plumbing & 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 PMC/Engineer In-charge, (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)

AND WHEREAS out of the Tenders received, the Tender of the Contractor was found to be most

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suitable for the project.

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

AND WHEREAS the Contractor has accepted the aforesaid work order vide his letter of acceptance No. _____ dt. _____ (copy enclosed) and has also deposited with the Employer as sum of Rs. _____ which with the Earnest Money of Rs. _____ previously deposited (in the form of DD/BG/FD), in all Rs. _____, from the Performance bank guarantee @ 3% of the accepted Tender value of Rs. _____ (in the form of BG) AND WHEREAS the Employer has created 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/PMC 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 PMC 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 PMC 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 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) _____

Seal & Signature of the Tenderer

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Signed and delivered for and

On behalf of the contractor

_____ by

Sri _____

His duly authorized official _____

1. (Name & Address) _____

2. (Name & Address) _____

PROFORMA FOR LETTER OF UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- AND SUBMITTED BY THE TENDERER ALONGWITH HIS TENDER IN A SEPARATE COVER ALONGWITH THE EARNEST MONEY)

To,

JAMIA HAMDARD
HAMDARD NAGAR
NEW DELHI – 62

Dear Sir,

1.0 I / We have read and examined the following bid documents relating to the _____
_____ (Full Scope of work).

1.1 Notice inviting Tender : _____ Dt. ____ / ____ / ____ .

1.2 Conditions of Contract for Civil-Interior works containing sections Notice inviting Tender for Civil-Interior works/ General Terms and Conditions for other works

1.3 Special conditions of Contract along-with Annexure(s).

1.4 Drawings

1.5 Technical Specifications.

I/ We hereby submit our tender and undertake to keep our tender valid for a period of 60 days from the date of opening of tenders i.e. up-to _____. I/We hereby declare that no deviation is taken by us.

In case any deviation is found to be taken by us then our bid may be rejected. I/We shall not vary/ alter or revoke my/ our tender during the validity period of tender. This undertaking is in consideration of UPL agreeing to open my/ our tender, consider and evaluate the same for the purpose of award in terms of provisions of tender documents. Should this tender be accepted, I/ We also agree to abide by fulfil and comply with all the terms and conditions and provisions of the above mentioned tender documents.

That we authorized signatory of M/s....., a sole proprietor/partnership firm/company, do hereby declare and undertake that we are participating in this proposal in the name of aforesaid proprietorship/partnership firm/company and our no other proprietorship/ partnership firm / company is participating in this contract.

That it is also declared and undertaken that this proposal is made without any connection with any other person/ proprietorship / partnership firm / company other than mentioned above nor any other person / proprietorship / partnership firm /company have any interest in this proposal or in the contract to be entered onto, if award is made to us.

That it is further declared and undertaken that this proposal is made in good faith, without any collusion or fraud.

Seal & Signature of the Tenderer

Jamia Hamdard/CCEPL/TENDER-4/06.09.2022

Dated this.....day of.....20.....

Signature along with seal of the Company

(Duly authorised to sign the tender on
behalf of the Tenderer)

Name:

Designation:

Name of Company (BLOCK LETTERS)

WITNESS :

Signature :

Postal Address:

Date :

Name &Address:

Telegraphic Address:

E-mail Address:

Proforma for Earnest Money (Bank Guarantee)

**REGISTRAR,
JAMIA HAMDARD
NEW DELHI – 110062**

In consideration of the JAMIA HAMDARD (hereinafter called “JAMIA HAMDARD”) having offered to accept the terms and conditions of the proposed agreement between **JAMIA HAMDARD** and _____ (hereinafter called “the said Contractor(s)”) for the work _____ (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for **Rs. _____/- (Rupees _____ only)** as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as “the Bank”) hereby undertake to pay to the JAMIA HAMDARD an amount not exceeding **Rs. _____/- (Rupees _____ only)** on demand by the JAMIA HAMDARD.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the JAMIA HAMDARD stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. _____/- (Rupees _____ only)**.
3. We, the said bank further undertake to pay the JAMIA HAMDARD any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the JAMIA HAMDARD under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Secretary JAMIA HAMDARD on behalf of the JAMIA HAMDARD certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, _____ (indicate the name of the Bank) further agree with the JAMIA HAMDARD that the JAMIA HAMDARD shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the JAMIA HAMDARD against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the JAMIA HAMDARD or any indulgence by the JAMIA HAMDARD to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Seal & Signature of the Tenderer

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6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the JAMIA HAMDARD in writing.
8. This guarantee shall be valid up to _____ unless extended on demand by the JAMIA HAMDARD.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to **Rs.** _____/- (**Rupees** _____ **only**) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ____ day of _____, 20__ for _____ (indicate the name of the Bank)

Proforma for Performance Bank Guarantee

The Registrar
Jamia Hamdard University
Hamdard Nagar,
New Delhi

B. G. No.
B. G. Date.
B. G. Amount Rs.....
B. G. Exp. Date.....

In consideration of the Jamia Hamdard University having offered to accept the terms and conditions of the proposed agreement between **Registrar JHU** and, for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for **Rs/-** (Rupees Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, **Bank** Branch Office at hereby undertake to pay to the JHU an amount not exceeding **Rs/-** (RupeesOnly) on demand by the JHU.
2. We, **Bank** Branch Office at do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the JHU starting that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(S). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs/-** (Rupees Only)
3. We, the said bank further undertake to pay the JHU any money so demanded notwithstanding any dispute or dispute raised by the contractor(S) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(S) shall have no claim against us for making such payment.

4. We, **Bank** Branch Office at further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the JHU under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Secretary JHU on behalf of the JHU certified that the terms and conditions of the said agreement have been fully and property carried out by the said Contractor(S) and accordingly discharges this guarantee.
5. We, **Bank** Branch Office at ----- further agree with the JHU that the JHU shall have the fullest liberty without our consent and without affecting in any manner our

obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or time to time any of the powers exercisable by the JHU against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the JHU or any indulgence by the JHU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due up-to change in the constitution of the Bank or the Contractor(s).
7. We Bank lastly undertake not to revoke this guarantee except with the previous consent of the JHU in writing.
8. This guarantee shall be valid to (Date) unless extended on demand by the JHU.

Notwithstanding anything contained herein above:

- I. Our liability under this guarantee shall not exceed **Rs** -----/- (Rupees ----- Only).
- II. This Bank Guarantee shall be valid upto _____.
- III. The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----

Dated the ----- day of -----2022 for **Bank.**

Proforma for Mobilization Advance (Bank Guarantee)

**The Registrar
Jamia Hamdard University
Hamdard Nagar,
New Delhi**

**B. G. No.
B. G. Date.
B. G. Amount Rs.....
B. G. Exp. Date.....**

In consideration of the **Jamia Hamdard University** having its office at **Hamdard Nagar, New Delhi** in the State of **Delhi** (herein after called '**The Employer**' which expression shall unless repugnant to the subject or context include its successors and assignees) having agreed under the terms and conditions of contract vide its acceptance letter / WO No. dated made between herein after called the said Contractor and the Employer in connection with (hereinafter called **the said contract**), to make at the request of the contractor mobilization advance of **Rs.- (Rupees only)** for utilizing it for the purpose of contract on his furnishing a guarantee acceptable to the employer, we the **Bank** (hereinafter referred to as '**the said Bank**') a company under the companies Act, 1956 and having our registered office ----- do hereby guarantee the due recovery by the employer of the said advance to the terms and conditions of the said contract. If the said contractor fails to utilize the said advance for the purpose of the contract and/or the said advance is not fully recovered by the employer, we the said Bank hereby unconditionally and irrevocably undertake to pay to the employer on demand and without demur to the extent of the sum of **Rs. -----/- (Rupees ----- only)**.

1. We, the said Bank further agree that the Employer shall be the sole judge of and as to whether the said contractor has not utilized the said advance or any part thereof for the purpose of the said contract and the extent of loss or damage caused to or suffered by The Employer on account of the said advance not being recovered in full and the decision of the Employer in this respect, shall be final and binding on us.
2. The Employer shall have the fullest liberty without affecting in anyway the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said contract of the advance or to extend time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the advance or securities available to the Employer and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the Employer to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

Seal & Signature of the Tenderer

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NOTWITHSTANDING ANYTHING CONTAINED HERE IN ABOVE:

- (A) Our liability of the Bank under this guarantee shall not exceed **Rs. -----/- (Rupees ----- only).**
- (B) This bank guarantee shall be valid upto -----.
- (C) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon the Bank a written claim or demand on or before ----- under the Guarantee is lodged with the Bank on or before -----

For and on behalf of the Bank.

SPECIAL CONDITIONS OF CONTRACT

A GENERAL

1 Contract

- 1.1 The Owner, Jamia Hamdard located Hamdard Nagar, Delhi has appointed M/s Creative Design and Engineers Pvt. Ltd. Ghaziabad, U.P. (CCEPL) as their Project Management Consultant (PMC) for renovation and upgradation of buildings.
- 1.2 The scope of work consists of Civil, Architectural, Interiors and services works as specified in the Technical Specifications, BOQ and drawings. The entire work covered by this document shall be treated as Works Contract. Tenderer should quote for the work accordingly.
- 1.3 The rates quoted shall include all costs, allowances, applicable taxes and duties, octroi, excise, freight, royalties, water, electricity and miscellaneous expenses etc. or any other charges including any enhanced labour rates etc including applicable GST. Under no circumstances, the Employer/Owner shall compensate loss/cost differential arising during the currency of the contract to the contractor due to any increase in the cost of labour, materials, etc except as provided in the GCC under Contract Price Adjustment Clause.
- 1.4 If any new or additional taxes or duties or levies are imposed under a statute or law during the currency of the contract, the Employer on production of documentary evidence shall reimburse the same to the contractor.
- 1.5 The Tenderer should note that no conditions having any technical or financial implications should be put in the bid document while quoting for this work. Any or all tenders with conditions are liable to be rejected without assigning any reasons by the Employer/Owner.
- 1.6 In case of discrepancy between description of items in Schedule of Quantities and Special/General Conditions, then Schedule of Quantities will prevail.
- 1.7 All Composite items shall be carried out by the Contractors at the price of individual items involved in corresponding items, unless stated otherwise in the Bill of Quantities.
- 1.8 **For any dispute arising out of this contract, the exclusive civil judicial jurisdiction will be at Delhi.**

2 Roles and Responsibilities

2.1 PMC Consultant – Creative Design & Engineers Pvt Ltd. (CCEPL)

- 2.1.1 Site evaluation
- 2.1.2 Designing and detailing of entire project.
- 2.1.3 Providing Architectural, Structural and Services drawings, Construction drawings.
- 2.1.4 Interpretation of drawings and specifications.
- 2.1.5 Preparation and processing of tender documents.
- 2.1.6 Communication/ Coordination between Contractor and the Employer/Owner.
- 2.1.7 Any Correspondence regarding the project should be made only with the PMC/Engineer In-Charge.

2.2 PROJECT MANAGER

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- 2.2.1 Coordination with Contractor and monitoring of procurement of materials,
- 2.2.2 Resolution of issues related to the project, on and off site.
- 2.2.3 Monitoring of timely completion of work including monthly progress, quality and billing.
- 2.2.4 Supervision and Management of the project. Instructions issued by the PMC/Engineer In-charge to the contractor shall be deemed to be that of the Engineer/ PMCs instructions in respect of:
 - a. Non approval/rejection of work due to bad workmanship, use of non- approved materials
 - b. Matters of urgency involving the safety or protection of persons and or property.
 - c. Progress of work.
- 2.2.5 Conduct regular weekly site progress meetings at the site for evaluation of accepted programme, prepare and issue MIS.
- 2.2.6 Works under this contract shall be executed as per specification and workmanship as laid down in contract and as per the directions of the Project Manager. But such directions and instructions do not in any way absolve the Contractor from his obligation to remedy any defects, which have been brought to the notice to the Contractor by the PMC/Engineer In-charge or that may have existed at any stage of the work and detected later even after the same has been cleared by the PMC/Engineer In-charge.
- 2.2.7 Carry out along with contractor joint measurements of the works executed. The contractor shall provide necessary help, equipment and labour, etc. as required.
- 2.2.8 Bills thus prepared, and approved by the PMC/Engineer In-charge shall be submitted to the Employer/Owner for Payment & further action.
- 2.2.9 The PM's decision shall be final with respect to the interpretation of drawings and specifications.
- 2.2.10 The Project Manager with prior approval of the Employer/Owner shall give
 - a. Approval of the variation/deviation.
 - b. Approval of the extra item rates.
 - c. Approval of the Extension of time.
- 2.2.11 Scheduling and organizing the activities relating to handing over the completed work.
- 2.2.12 PM's instructions on the safety, security and cost aspect of the project shall be final.
- 2.2.13 Contractor shall follow all the safety provisions issued from government agencies/ authorities as applicable to works site as well as for activities outside the works site.
- 2.2.14 PM may instruct the contractor to increase/augment measures related to safety, efficiency & adequacy if he finds contractor's methods, materials or equipment unsafe, inefficient or inadequate for securing the safety of their workman and public, the quality of work or efficiency.

- 2.2.15 PM may decide any alterations in, omissions from, additions to the original specifications, drawings, design during the progress of work which shall be binding upon the contractor and shall not in any manner prejudice the contract.
- 2.2.16 The PM, subject to prior approval of the Owner/Employer, shall deal with the extension of stipulated date of completion in the proportion to the altered, additional or substituted work bears to original contract.

2.3 OWNER/EMPLOYER

- 2.3.1 Furnishing design inputs/approvals to the PMC.
- 2.3.2 Help in resolution of the issues related to the project, on and off site.
- 2.3.3 Help ensuring steady cash flow and timely payments for completing the project.
- 2.3.4 Owner shall delegate authority to the PMC/Engineer In-charge to act as their Representatives.
- 2.3.5 Help with all supporting documents required at various stages of project for getting approvals & clearances from local bodies.

2.4 CONTRACTOR

- 2.4.1 The contractor shall execute the work as per the provisions of the contract.
- 2.4.2 Contractor shall provide all labour, including the supervision thereof, materials, and constructional plant and all other things, whether of a temporary or permanent nature, required in and for proper execution and maintenance of the work. None of contractor's supervisor, engineer, labour should be withdrawn from the work without due notice being given to Owner/PMC and without seeking PMC's approval. The contractor shall employ such persons who are skilled and experienced in their respective trades. The Owner /PMC however reserves the right to remove any person employed by contractor if found incompetent, negligent and non-cooperative.
- 2.4.3 The contractor shall take full responsibility for the adequate stability and safety and security of the equipment and scaffoldings deployed at the site. Execute the work by coordinating with PMC, with best workmanship and sound practice as per specification and drawings. All required statutory approvals like for excavation of earth, would be sought by the contractor at no additional cost.
- 2.4.4 Adhere to time lines strictly and avoid possible slippages.
- 2.4.5 Ensure all workers engaged on the work follow **safety measures**.
- 2.4.6 Coordinate with other agencies and settle issues amicably. Obtain all necessary approvals and clearances from statutory and concerned authorities/agencies.
- 2.4.7 Ensuring **safe & hygienic practices** at all work centres, create awareness and maintain the safety sense in the rank and file of contracting companies. Create and provide necessary provisions at the site for all staff and workmen.
- 2.4.8 The contractor shall set out the works and shall be responsible for true and perfect setting out of the same for proper position, levels, dimensions and alignment. The contractor shall check all their aspect during construction and correct the error if any at his own cost. He shall also maintain the baselines & benchmarks.

- 2.4.9 The contractor shall keep the site neat and clean at all times and follow good housekeeping practices. All debris and waste shall be removed from site periodically or as directed by PMC/Engineer In-charge.

2.5 CONTRACTOR'S REPRESENTATIVE

- 2.5.1 The Contractor shall appoint at the Site Engineer-in-Charge / Project Coordinator for execution of the work at the site. The contractor shall at places indicated elsewhere, furnish all the necessary information (names, educational qualifications, number of years of experience in the field etc) about the site engineer(s) / project coordinator proposed to be deputed for the project. The above Site Engineer(s) / Project Coordinator shall be constantly in attendance during the currency of the contract.
- 2.5.2 Attend the meetings on the site with the Owner/Employer, PMC/Engineer In-Charge and other Contractors & agencies working on site.
- 2.5.3 Review frequently all aspects of progress, quantity, cost, sourcing, priorities of various activities and interactions and update Project Manager about the same through structured reporting system or PERT/BAR Chart.
- 2.5.4 Review the time line for various elements and coordinate with sub-contractors & agencies for the Project.
- 2.5.5 Documenting various activities, reporting and briefing the same to all Project Authorities.
- 2.5.6 Responsible for quality, security, safety, human relations and other components of the project. Documenting various activities, reporting and briefing the same to all Project Authorities.
- 2.5.7 No disturbance should happen to the existing functionalities during day to day execution operations.

2.6 WORKS TO BE CARRIED OUT UNDER DIRECTION OF PMC

- 2.6.1 Under this contract work shall be executed as per the directions of PMC/Engineer In-charge or their representative.
- 2.6.2 The Contractor will closely co-ordinate and co-operate with other Contractors required to work on the structures to enable smooth working and timely completion of the project.

3 Tender Rates

- 3.1 The rates quoted by the bidder in the schedule shall be firm during the currency of the contract period and deemed to include for everything spelt out in the specification and shall inter alia include the cost of the following in addition to the cost of materials, transportation and labour as given below:
- 3.1.1 To meet the project schedule provision of adequate scaffolding, centring materials, formwork, hiring of tools and plant equipment etc, shall be ensured within the quoted price.

- 3.1.2 All liabilities, PF, ESI, fire insurance, Workmen's compensation policy, Third Part Liability, Contractors All risk Policy etc including all statutory requirements.
- 3.1.3 All taxes, royalty charges, costs of statutory approvals etc and any other levied by the Government and other public bodies.
- 3.1.4 Royalties and Patent Fees/ charges etc.
- 3.1.5 Temporary sanitary facilities.
- 3.1.6 Watch and ward service and security.
- 3.1.7 Temporary establishments such as Contractor's site offices, covered/open storage space for building materials and stores, Laboratories and any services required for successful completion of work.
- 3.1.8 Allied preliminary enabling works.
- 3.1.9 Liability for protection and care of work stipulated in the contract document.
- 3.1.10 Cleaning of site and building after completion of work including removal of all temporary structures constructed by the Contractor.
- 3.1.11 Theodolites and Total Station, levels, prismatic compass, steel tapes and all other surveying instruments found necessary at the works shall be provided by the Contractor for the due performance of this contract.
- 3.1.12 The Contractor shall supply all measuring steel tapes, scaffolding and ladders that may be required for taking measurements.
- 3.1.13 Contractor should carefully study lift of materials as he will have to carry out the work at any and all levels at the quoted rates.
- 3.1.14 Use of any and all diesel/petrol operated Plant & equipment.
- 3.1.15 The Contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and schedule of quantities taken together, whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from.
- 3.2 Dust Control: The Contractor shall ensure that while carrying out the construction, water is regularly sprayed on access roads and around worksites to minimize the nuisance because of dust.

4 Bill of Quantities (BOQ):

- 4.1 A BOQ with probable quantities in respect of the work and specifications accompany these special conditions. The bill of probable quantities is liable to be operated by omissions or variations or additions at times, at the discretion of PMC/Owner. Such variation in the quantities shall not, however, vitiate/prejudice the contract in any way whatsoever and Contractor shall be paid for actual measured quantities of work executed by him at the rates given in the BOQ.

5 Commencement of Work

- 5.1 The work shall commence within 10 days of issue of the Notification of Award (NoA)/ Letter of Award (LoA).

6 Facilities for Contractor's Employees

- 6.1 The Contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water and sanitary facilities. The Contractor shall also make his own arrangements at his own cost for transport where necessary for his staff and workmen to and from the sites of the works. The necessary drinking water and sanitary facilities for Employer's & PMC's representative, contractors' staff & labour & visitors at site shall be provided and maintained by the contractor at no extra cost.
- 6.2 The Contractor shall at his own expense make adequate arrangements for the provision of temporary Crèche (Bal-Mandir) facility for the children of construction labours employed by the contractor and the contractor shall maintain & operate it up to the satisfaction of PMC/Engineer In-charge without any extra cost.

7 Water and Electricity

- 7.1 The Contractor might be required to arrange for water from the municipal water supply or by tankers as necessary at his cost and the Contractor shall make his own arrangements for further distribution. However, no claims will be entertained, in terms of cost, time or quality, on account of shortfall in water supply. Contractor may at his own cost provide bore wells at site for construction water, if found acceptable, and on completion of contract hand over the same to Owner/Employer in working condition.
- 7.2 The Contractor at his own cost will arrange and install electric meter required for execution of the works & the Contractor shall make his own arrangements for power backup, tapping the supplies and internal distribution. The Contractor shall ensure that all connections are carried out strictly in accordance with rules and regulations and restrictions enforced by the licensor/Government if or by any other competent authority from time to time. The distribution board should be weatherproof. The temporary cabling to be appropriately rated insulated and supported with proper joints where necessary.
- 7.3 The Owner will give necessary authority letters and use as per the availability.
- 7.4 The Contractor shall provide all artificial light required to enable to complete the work in the specified time including the workmen of any subcontractors or special tradesmen which may be required by the Contractor, at his own cost
- 7.5 Notwithstanding the above, it will be sole responsibility of the contractor to make available alternative power supply so that uninterrupted power supply is available for the construction work.

8 Dimensions

- 8.1 Figured dimensions are in all cases to be followed and in no case they should be scaled. Large-scale details take precedence over small-scale drawings, in case of the discrepancy; the Contractor is to ask for an explanation before proceeding with the work.

9 Site Order Book

- 9.1 A site order book with pages in triplicate will be maintained by the PMC/Engineer In-charge. The orders regarding the work shall be entered in this book by the PMC/Engineer In-charge or any other officer authorized by him and the contractor and the authorized representative of the contractor must sign the same in token of having received such instructions.

10 Record Drawings or As Built Drawings

- 10.1 The Contractor shall during the course of execution, prepare and keep updated a complete set of 'record' drawings recording all works, which shall be corrected/ marked-up to show each and every change from the working drawings and showing the exact location, size and kinds of work etc. This set of drawings

shall be kept on the site and shall be used for record purpose. Changes recorded shall be countersigned by the PMC/Engineer In-charge and the Contractor. Copies of 'record' drawings shall be supplied to the PMC/Engineer In-charge on request. The Contractor shall submit complete 'record' drawings on tracings or electronic reproducible as directed by the PMC/Engineer In-charge within 15 days of the completion of that portion of the work to which the same pertains.

- 10.2 In case, the Contractor fails to submit completed "Record", he shall be liable to pay sum equivalent to 0.1 per cent of the value of work subject to maximum of Rs.50,000/- and the decision of PMC/Engineer In-charge shall be final and binding.

11 Dispatch of Materials

- 11.1 Materials shall not be dispatched from the manufacturer's works or to the Site without clearance from the PMC/Engineer In-Charge or his Representatives and Engineer from Jamia Hamdard and the Contractor shall seek permission for the same for such dispatch when necessary.

12 Non-Operation of Tender Items

- 12.1 The Owner reserves the right not to operate any item from the Schedule of Quantities without assigning any reasons. Nothing shall be payable to the Contractor in such case.

- 13 **Adequate equipment at site:** The Contractor shall provide adequate equipment and machinery in good working condition at site during the entire period of construction and the number of equipment required shall be arrived at with respect to the Time Schedule of work agreed to at the time of award of Contract or as assessed by PMC/Engineer In-charge from time to time.

- 14 **Work by mechanical means:** The work shall, wherever possible, be carried out with the use of Mechanical means / Equipment, compressed air equipment (chisels, vibrators, and air/water jets), hoists for material, wheel barrows etc. Oxygen and acetylene gas cylinders, wire ropes, lifting tools & tackles, slings as recommended by PMC/Engineer In-charge at no extra cost. The Contractor is required to prepare a list of Machinery/Equipment before award of work and shall adhere to this list.

- 15 **Work through other agency in case of delay:** If because of the main Contractor's defective workmanship or inordinate delay in completing particular item of work, any of the items in the scope of this tender are given to any other agency for execution, and if the agency claims extra amount due to extra work necessary to be done, all such extra amounts claimed, will be deducted from the main Contractor. Or if, there are no dues to the main Contractor, this amount will be deducted from the Security Deposits or Retention Money, and the same will be binding on the contractor.

16 Advertisements and Publications

- 16.1 The Contractor, without the consent in writing of the PMC/Owners, or in conjunction with any other person, shall not publish any articles, photographs or other illustrations relating to the works.
- 16.2 The contractor shall not affix or place any placards or advertisements of any description or permit the same to be affixed or placed in or upon hoarding gantry building, or structure other than that approved in advance by the PMC/Engineer In-charge.

B. TIME CONTROL

17 Time Schedule and Work Program

- 17.1 Contractors shall submit detailed programme, demonstrating the scheduled dates that can be met, giving details of resources - manpower, equipment and supervisory staff, required for achieving the programme. After the work is awarded, the Contractor shall prepare and submit a detailed Bar chart, for approval by PMC/Engineer In-charge. This time schedule after approval shall form a part of the contract and the work shall be carded out in all respects as per this Bar chart.
- 17.2 Time is the essence of this contract. The Contractor shall properly assess his capabilities and fully satisfy himself before start of work that he will be able to adhere to the specified time schedule.
- 17.3 The Contractor shall furnish to PMC/Engineer In-charge weekly progress report in triplicate on Saturday of every week indicating the following and shall attend fortnightly site meeting and/or at PM's/Owner's office to review the same.

Item of work	Scheduled progress of work	Actual progress	Reason for shortfall	Steps to make-up shortfall	Resource deployment on site
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Tasks to be taken up urgently	Task delayed with time of delay	Reason for delay	Critical Information Required, if any	Material in Hand	Accidents (if any)
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Drawings/ Details Required (if any)					
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If the contractor apprehends any delay in construction of work due to drawings and details required, he shall immediately advise PMC/Engineer In-charge in writing. The temporary stoppage, if any, not attributable to the contractor shall be considered by the PMC/Engineer In-charge while considering extension of stipulated date of completion.

- 17.4 Contractor shall employ sufficient number of skilled and unskilled labour required for the work for maintaining the progress of work as stipulated in the time schedule. The day-to-day labour strength, trade wise, should be intimated in writing to PMC/Engineer In-charge weekly. The skilled and unskilled labour shall be increased if required by PMC/Engineer In-charge to maintain the progress of work.
- 17.5 The whole of the work including all extras and additional items if any, when ordered are required to be completed in the time stipulated in the contract. The Contractor will be required, if necessary, to work in additional shifts in order to complete all works by the stipulated date. No extra payment will be allowed on the contracted amount on account of additional shifts involved under the contract.
- 17.6 The whole of the work must be executed at all levels and by such time as directed by PMC/Engineer In-charge.
- 17.7 No work shall be done on Sundays & holidays without the sanction in writing of the PMC/Engineer In-charge.

Seal & Signature of the Tenderer

- 17.8 The Contractor shall submit to the PM, within 15 days of approval of the construction schedule, a cash flow statement indicating monthly billing by the Contractor and costs of materials to be supplied by the Owner along with their recovery from subsequent bills.

18 Working Hours

- 18.1 Contractor will be permitted to work extra hours and if necessary, round the clock, subject to local rules and regulations. Necessary permissions to work extended hours / holiday to be obtained by the contractor from required statutory authority / Project Manager.

19 Progress Evaluation and Review

- 19.1 The Contractor has to adhere to the interconnected time schedules as specified by PMC/Engineer In-charge. The Contractor shall submit his offer taking into account the programme as specified above. The criticality shall be reviewed periodically in consultation with PMC/Engineer In-charge. The time scheduling of the activities shall be so done by stipulated stage-wise and total completion time, agreed at the time of award of work.
- 19.2 The Contractors shall plan well in advance and shall arrange adequate resources in time to adhere to the time schedule at each stage and this adherence will be a part of the Contractor's performance under the contract.
- 19.3 The work shall be executed as per the programme approved by PMC/Engineer In-charge. The Owner or his authorized representative and the PMC/Engineer In-charge shall review progress of work in every 15 days period.

20 Site Meetings

- 20.1 Progress and quality evaluation meetings will be held at the site every week. The Contractors senior Representative-in-charge of the project along with his site-in-charge and other staff including staff of approved sub-contractors and suppliers as required shall participate in these progress review meetings and ensure all follow up actions. Any additional review meetings shall be held if required, as decided and notified by the PM, which also shall be attended by the above referred, representative.

The various parts of the contract are intended to be complementary to each other but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanation of the PMC/Engineer In-charge shall be final & binding. The correction of any error or omission of the drawings and specifications may be made by PMC/Engineer In-charge which will be binding on the contractor.

C. SAFETY & PHE

- 21.1 Safety code as per relevant IS Codes and CPWD norms shall be strictly adhered to and compliance recorded periodically.
- 21.2 Garbage/construction waste material should not be thrown to ground from floors. If lifting machines (like lift hoist) is provided for personal transport, limit switch control shall be provided.
- 21.3 The drinking water shall be obtained from approved sources and shall be stored carefully.
- 21.4 Any openings and cut out provided on floors shall be covered to avoid accidents.
- 21.5 Safety nets are to be provided when work is going on at heights.

D. COST CONTROL

22 Joint Measurement for Extra Items/ Works

- 22.1 In the event of the Contractor having to execute any work or provide any material in regard to which he may propose to claim extras, he shall immediately notify the PMC in writing and shall at once make arrangements to take the measurements of the said work or materials with the PMC.
- 22.2 The fact of such joint measurement having been made will in no way commit the PMC to recognition of the claim if he considers such claim without foundation. The PMC shall at all times have full access to the Contractor's time book and may daily check the time of any extra works with the Contractor's time keeper or otherwise but the fact of his agreeing upon any time shall in no way bind the PMC to value the work other.

23 Billing and Payments

- 23.1 The Contractor shall submit the bill with a minimum value of 30 Lacs or in every 15 days and the Contractor will be paid with the bill cycle of minimum amount mentioned above. On the certificate of the PMC/Engineer In-charge the amount due to him on account of the value of the permanent work executed as mentioned in the bill submitted subject to a retention of the percentage named in the Tender until the amount retained shall reach the "Limit of Retention Money" named in the Tender.
- 23.2 Payment shall be on the basis of quantum of work actually carried out. Item rates shall remain valid for any variation in the estimated quantities up to the limits specified in clause. Payment will be made against the permanent works executed.
- 23.3 Extra item of work and rates shall be either as derived from the Tender items or from analysis of material and Labour.
- 23.4 Final payment shall be made only after fulfilling all conditions mentioned against 'Testing & Guarantee'.
- 23.5 Vouchers and/or Challans for various materials required for the works shall be produced to the PMC/Engineer In-charge on demand.
- 23.6 Final bill shall be paid as per the provisions of contract after final certification and after completion of all works as per drawings, BOQ, specifications & instructions of PMC/Engineer In-charge and on testing / commissioning / guarantee.
- 23.7 Method of Measurement: The work shall be measured as per the CPWD Specifications. In case of non-availability of relevant provisions in the CPWD Specifications, then IS 1200 shall be applicable.
- 23.8 Deductions from payments: TDS as per govt. guidelines and 0.25% for JHRW.

24 Advance against Material at Site

- 24.1 Advance @75% of cost against all non-perishable items supplied on site duly supported with invoices and will be recovered prorata from the subsequent bills for the quantity consumed. Full advance against materials at site will be recovered before final bill irrespective of any quantity balance at site.
- 24.2 **MOBILISATION ADVANCE:** The Owner shall at the request of contractor, pay to the Contractor a Mobilisation Advance of 10% of the contract value, against Bank Guarantee of an equivalent amount from a Nationalised/Scheduled Bank as per approved format and the advance shall be recovered from the work Running Account bills of the Contractor. It shall be recovered from second running bill of and shall

be fully recovered by 80% of work completion.-Interest at the rate of 2% per annum over SBI lending rates shall be deducted for the advance amount.

25 Payment of Interim Bills

- 25.1 Interim on account payments will be made periodically from time to time, against the value of work done. Payment will be made on receiving Interim Certificate for payment from the PMC/Engineer In-charge up to the amount approved or passed by the PM, whose certificate of such approval of the sum as payable shall be binding on both the parties. The Contractor shall be responsible for furnishing all necessary measurements as required by the PM, recorded jointly or otherwise, as directed by the PM, to enable certification of amounts payable. However, all such Interim payments shall be regarded as payments by way of advance against the final payment only, and not preclude the requirement that bad, unsound and imperfect or unskilful work be removed and taken away and reconstructed or re - erected, nor shall it conclude, determine or affect in any way the power of the PMC/Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract.
- 25.2 PMC certified contractor bill shall be submitted for a minimum bill value of 30 Lacs or submitted in after every 15 days, shall be released within 15 working days from the date of bill submission. The time period of 7-10 days will be counted after PMC/Engineer In-Charge approve the bill submitted by the Contractor.

26 Final Bill

- 26.1 The Contractor shall submit within 30 days of Final completion of the work the Final Bill for the works carried out along with all the necessary supporting measurements as required by the PMC/Engineer In-charge. In case the Contractor fails to do so, the PM's certificates of the measurements and of the total amount payable for the work accordingly, shall be final and binding on all parties. The final bill shall be processed after complete measurements and valuation within 3 months from the submission of the Bill.
- 26.2 The Contractor or their representative shall accompany PMC, the Owner or their representatives when required to do so and assist in taking measurements and shall agree to the measurements recorded on the spot.
- 26.3 If the Contractor fails to accompany any person that has been duly authorized by PMC/Engineer In-charge to take measurements, he shall be bound by measurements recorded by PMC/Engineer In-charge or his representative.

27 Compensation

- 27.1 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT:
- 27.2 If the Contractor is required to carry out additional works/floors during the tenure of this contract, as instructed by PMC/Engineer In-charge in writing, he shall carry out the same at his quoted unit prices of items and will not be entitled to any extra claim on this account.
- 27.3 PERFORAMCE GUARANTEE
- 27.3.1 Contractor shall submit Performance Guarantee equivalent to 3% of the accepted value of the tender valid till project completion. It shall be submitted within 28 days from acceptance of work Order, and an extension of 7 days to be granted on request upon showing a valid reason. The bidder shall furnish PBG in form of Bank Guarantee from National Banks/Scheduled as per proforma included in the tender document. The amount of EMD would be adjusted from the total amount of Performance Guarantee.
- 27.4 RETENTION MONEY

Seal & Signature of the Tenderer

- 27.4.1 Security Deposit in the form of Retention Money shall be deducted from the contractor's running account bill at the rate of five percent (5%) of the bill amount till it reaches 5% of the total Awarded Tender value.
- 27.4.2 The Retention money shall not bear any interest. All compensation or other sums of money due to be payable by the Contractor to the Employer under the terms of this contract may be deducted from his security deposit and the contractor shall have no objection for the same.
- 27.4.3 The Retention money shall be released as follows: 50% after Virtual Completion (i.e., certificate of virtual completion from PM) and balance 50% after successful completion of Defect Liability Period starting from the date of handover/site possession upto 1 year. The balance 50% amount to be released against the BG of validity 1 year submitted by the contractor.

28 Defects Liability Period:

- 28.1 The Defects Liability period is 12 months after the date of virtual completion as may be certified by Project Manager/ Engineer in Charge.

29 Existing Materials:

- 29.1.1 Existing materials/equipment available at site to be checked and used at its maximum capacity by the Contractor and with approval from PMC/Engineer In-Charge.
- 29.1.2 List of existing material/equipment to be submitted by the Contractor and same to be checked by PMC/Engineer In-Charge.

30 Force Majeure:

- 30.1.1 If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) any other cause which, in the absolute discretion of the PMC/Engineer In-charge. is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the PMC/Engineer In-charge. to proceed with the works.