

**TENDER  
FOR  
PROVIDING, FABRICATING AND FIXING  
JALI (FENCING)**

**AT  
HERBAL GARDEN PART-2**

**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 documents.**

ISSUED TO: M/S \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ISSUING DATE**

**(Cashier)**

**Last date of receiving :**

**Date of opening :**

**In-charge (Civil Section)**

**JAMIA HAMDARD**  
**HAMDARD NAGAR, NEW DELHI-110062**

**TENDER NOTICE**

Sealed items rate quotation are invited for **Providing, Fabricating and fixing Jali (fencing) at Herbal Garden Part-2**. The contractors having experience of similar nature of works and possess the necessary Tools & Plants for proper execution of the work shall only participate in this tender. The interested parties are requested to visit the site before quoting their rate. The parties who have successfully executed single work of 80% or two works of 60% of Rs. 3,06,799.60 of similar nature during the last three years, may only download the tender document from our web site [www.jamiahamdard.ac.in](http://www.jamiahamdard.ac.in) & [www.jamiahamdard.edu.in](http://www.jamiahamdard.edu.in).

ESTIMATED COST	:	Rs.3,06,799.60
EARNEST MONEY	:	Rs. 6,000.00
DATE OF ISSUE	:	07-01-12
DATE OF SUBMISSION	:	23-01-12
TIME PERIOD	:	20 Days
COST OF TENDER	:	Rs. 300/- (Non Refundable)

The interested parties are requested to submit the necessary documents in support of above conditions, attested photocopies of PAN no. TIN /WCT nos. etc. along with their sealed bid on 24-01-12 up-to 12:00 noon in the office of the Purchase Section in the Administrative Block Jamia Hamdard, Hamdard Nagar New Delhi-62. Bids will be opened on 23-01-12 at 03:30 p.m. in the presence of interested parties and tender committee.

Registrar

## APPLICATION FROM TENDERER

From: M/s-----

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

**SUBJECT: - Providing, Fabricating and fixing Jali (fencing) at Herbal Garden Part-2.**

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

I/We agree that the said Jamia Hamdard or his successors in office shall without prejudice or any other right or remedy be at liberty to forfeit the said Earnest Money absolutely if we fail to commence the work specified above. Otherwise he will retain the said earnest money towards security deposit mentioned in general conditions of contract.

Name of the partners

Yours faithfully,

- |    |                                   |
|----|-----------------------------------|
| 1. | Signature of contractor with seal |
| 2. | Dated                             |
| 3. |                                   |
| 4. | Address                           |

Bill

Of

Quantities

**BOQ**  
**For**  
**Providing, Fabricating and fixing Jali (fencing) at Herbal Garden Part-2.**

S.N	Description	Qty.	Unit	Rate in Rs.	Amount In Rs.
<b>A</b>	<b>Item based on DSR</b>				
1	Fencing with fabricated jali with steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works. Providing and fixing hard drawn steel wire fabric 75x25 mm mesh of weight not less than 7.75 Kg per sqm to window frames etc. including 20mm MS flat beading.	60.00	Each		
2	Excavating holes up to 0.10 cum including getting out the excavated soil. then returning the soil as deported in layers not exceeding 20cm in depth including consolidating and deposited layer by ramming watering etc. Disposing of surplus excavated soil as directed with in a lead of 50mm and lift up to 1.5 mm. All kind of soil.	60.00	each		
3	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc. up to floor five level, excluding the cost of centering, shuttering and finishing : 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	13.00	cum		
4	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new work	100.00	sqm		
	<b>Total</b>				

**Signature for contractor**  
**With seal**

## INSTRUCTIONS TO TENDERERS

1. Work shall be done as per specification entered in the tender/ quotation and Engineer In-charge / Users.
2. **“Specifications”** shall mean the Specifications attached with the tender /quotation documents and wherever specifications are not available the relevant Central Public Works Department Specifications or the latest edition or relevant Bureau of Indian Standard Codes including all amendments issued by the date of receipt of tender.
3. Bidder should quote their rates both in figures and in words. The schedule of quantities as mentioned must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer.
4. The contractors are requested to quote the workable and justified rate for each and every item either quantity mentioned less or more. The tender in which absurd rates quoted it shall be liable to be rejected.
5. A schedule of approximate quantities for various items accompanies this quotation. It shall be definitely understood that the Jamia Hamdard does not accept any responsibility for the correctness or completeness of the schedule in respect of items and quantities. This schedule is liable to alteration by omission, deductions or additions at the discretion of the Jamia Hamdard without affection the terms of contract and any extra claim on account of any reason or reasons.
6. All quoted rate shall include the cost of material, transportation, all taxes such as Sales tax, Excise Duty, labour cess and work contract tax etc. and the fixing or placing position for which the items of work is intended to be operated as per specifications.
7. The contractor shall not be entitled to any compensation for any loss suffered by hindrance on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government controlled or other materials.
8. The work shall be completed within 30 days (from the date of Issue of work order). If the work could not be completed within stipulated time the penalty of 1000/- per day subject to a maximum of 5% on gross amount of bill shall be deducted.
9. The quotation shall remain valid for acceptance for a period of 30 days from the date of opening of the tender.
10. A security deposit 5% could be deducted from each running bill as well as final bill would be refunded after the completion of satisfactory defect liability period of one year.
11. Income tax, labour cess tax, J.H.R. welfare charges 0.25% and other tax as per prevailing rules shall be deducted from each running bill as well as final bill.
12. Before quoting the rates the tenderer must visit the site and access the condition of work including risk factor etc.
13. The tenderer or their agent are expected to be present at the time of opening of the quotation documents.
14. Right of decreasing and increasing the magnitude of work is also retained by the University.
15. The contractor will have to handover the premises in neat and clean condition and remove from site all debris and his other material and rubbish at his own cost before the work will be taken over by the University.
16. The electrical equipments/fixtures should be of ISI marked or as per specified in tender/quotation or as approved by the competent authority of Jamia Hamdard/Engineer In-charge.
17. **Water and Electricity.**
  - (a) **Electricity:** Temporary electric connections if required will be supplied by the Jamia Hamdard. The necessary cabling and metering etc. will be done by the Contractor at his own cost. He shall pay for the consumption at the prevailing rates of charges as per bills of D.V.B.
  - (b) **Water:** The Contractors to make their own arrangement of potable water for execution of work

and drinking for labours by or arrange from out side at their own cost. The contractors will ensure by Laboratory test that water is fit for construction and drinking purpose. Test report from the reputed /Govt. Laboratory shall be submitted to the department.

18. **Weather:** No extension of time will be allowed to the contractors due to weather conditions prevalent in the area. The contractor is expected to take all the precautions at his own risk and cost so that the workmanship the materials and progress of work are not affected in the inclement weather.
19. **Cleaning up & handing over:** Upon completion of the work all the areas should be cleaned in manner that will render the work acceptable to the Jamia Hamdard. All rubbish shall be removed from the site at any distance with in the campus and for these items/work nothing extra shall be paid.
20. No work shall be done on National Holidays without instructions in writing of the Engineer-in-Charge.
21. **SPECIAL CLAUSE: NO ESCLATION FOR LABOUR & MATERIAL.** During the entire course of construction upto handing over the completed project to the Jamia Hamdard no escalation shall be paid to the contractor for increase in the cost of materials and labour.
22. **Compensation of Workmen :** In every case in which by virtue of the provisions of Section 12, sub-section (1) of the Workmen's compensation Act, 1923 the Jamia Hamdard is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Jamia Hamdard will recover from the Contractor, the amount of the compensation so paid and without prejudice to the rights of the Jamia Hamdard under section 12, sub-section (2) of the said Act, the Jamia Hamdard shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Jamia Hamdard to the Contractor whether under this contract or otherwise. The Jamia Hamdard shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the Contractor and upon his giving full security for all costs for which the Jamia Hamdard might become liable in consequence of contesting such claim.
23. **Labour Regulations :** In every case in which by virtue of the provisions of the Contract Labour (Regulations and Abolition) Act 1970 and the contract labour (Regulation and Abolition) central rule Government is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Jamia Hamdard will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the right of the Government under Section 20 Sub-section (2) and section 21, sub-section (4) of 'The Contract Labour (Regulation and Abolition) Act, 1970\_ Jamia Hamdard shall be liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by Jamia Hamdard to the Contractor whether under this arrangement or otherwise Jamia Hamdard shall not be bound to contests any claim made against it under section 20 sub-section (1) and section 21 sub-section (4) of the said Act, except on the written request of the Contractor and upon his giving to the Jamia Hamdard full security for all costs for which Jamia Hamdard might become liable in contesting such claim.
24. **Labour Act – Licence :** The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 or the rules relevant to the site/state before the commencement of the work, and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. He will maintain all records required as per relevant Contract Labour (R&A) Act and submit the



required returns to Competent Authority. All labour records of contractors will be open for inspection by Engineer-in-Charge and labour office.

25. **No labour below 18 years** : No labourer below the age of eighteen years shall be employed on the work.

26. **Payment of wages.**

- a) The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages prescribed by State Administration or as defined in the provisions of the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central or relevant rules as applicable.
- b) The Contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged in the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this agreement the Contractor shall comply with or cause to be complied with the Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made maintenance of wage books, wage slips, publications of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature.
- d) The Engineer-in-Charge shall have the right to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or deductions made from his or her wages which are not justified by their terms of the contract or non-observance of the Regulations.
- e) The Contractor shall indemnify the Jamia Hamdard against all payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- g) The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the Contractor's employ upon the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.
- h) It shall be the responsibility of the Contractor to see that the building under construction is not occupied by anybody unauthorized during construction and to handover to the Engineer-in-Charge vacant possession of complete building. If such building though completed, is occupied illegally then the Engineer-in-Charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay a levy upto 5% of the estimated cost put to the tender may be imposed by the Engineer-in-Charge whose decision shall final both with regard to the justification and quantum.

However the Jamia Hamdard may require the Contractor through a notice to remove the illegal occupation any time on or before construction and delivery.

27. **Minimum Wages Act**

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

**28.** The University reserve the right of reject any or all quotations without assigning any reason.

I/We hereby declare that I/We have read and understood the above special conditions and information and have quoted our rates accordingly, after seeing the site carefully specifications and schedule of quantities of the work to be executed.

Signature of Contractorů ů ů ů ů ů ů ů ů .

Address: ů ů ů ů ů ů ů ů ů ů ů ů ů ů ..