

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

**Ref. No. JH/ES/166-2/04-05**

**Dated: - 30-12-2016**

**SHORT TERM TENDER/QUOTATION NOTICE**

The Medical Superintendent, HAHC Hospital, Jamia Hamdard, New Delhi, invites sealed items rate quotations/tender from experienced & spealized contractors/ agencies for the following work. The tender/quotation document can be download from Jamia Hamdard University Web Site ([www.himsr.org](http://www.himsr.org)) from 01-01-17 to 11-01-17 up to 1.00 p.m. after satisfying themselves eligible for the work as per tenders term & condition.

**NAME OF WORK:** Providing & laying cement Concrete flooring on the open area near Manifold and Electrical room at HAHC Hospital.

**ESTIMATED COST:** Rs.1,70,300.00

**EARNEST MONEY:** Rs. 3400.00 only

**TENDER COST.** Rs. 100.00 only (Non Refundable)

**TIME PERIOD.** 25 Days.

The contractors may submit the Quotation/Tender document in a sealed envelope clearly specifying the name of work in the office of the Medical superintendent, HAHC Hospital on or before 11-01-17 up to 3.00 p.m., along with demand drafts of Rs. 100/- only against tender cost (non refundable) and Rs. 3400/- only against earnest money, D.Ds shall be in favor of Jamia Hamdard payable New Delhi.

The quotation/tender shall be opened on same day at 3.30 p.m. by the tender committee in presence of available interested parties. In the event of the non following the required procedure the tender is liable to be rejected.

Jamia Hamdard reserves the right to reject any/all tenders without assigning any reason.

*Medical Superintendent  
(HAHC Hospital)*

C. C. to.

1. Director General, HIMSAR & HAHC Hospital
2. Dean, HIMSAR
3. Finance Officer
4. Estate Officer
5. A.K. Kamboj, Er. HAHC Hospital
6. P.A. to Medical Superintendent, HAHC Hospital
7. P.S. to Registrar

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

**TENDER DOCUMENT  
FOR**

**Providing & laying cement Concrete flooring on the open area  
near Manifold and Electrical room at HAHC Hospital.**

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

TENDER FOR: \_\_\_\_\_

ESTIMATED COST: Rs. \_\_\_\_\_

EARNEST MONEY: Rs. \_\_\_\_\_

TIME PERIOD: \_\_\_\_\_

COST OF TENDER: Rs. \_\_\_\_\_

DATE OF ISSUE & RECEIVING OF TENDER: From \_\_\_\_\_ to \_\_\_\_\_ up to 3.00 p.m.

DATE OF OPENING OF TENDER: On \_\_\_\_\_ at \_\_\_\_\_ p.m.

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

\_\_\_\_\_

\_\_\_\_\_

CONTRACTORS SIGNATURE  
AND ADDRESS



## SUMMARY OF VARIOUS CLAUSES

1. Defects Liability Period	Six Month
2. Period of final measurement	one month
3. Date of commencement	06 days from the receipt of work order.
4. Time of Completion	25 Days.
5. Liquidated damages	1% per day subject to max. of 10% of the contract value.
6. Earnest money deposit	Rs._____. 00 only
7. Retention money	10% of each running bill subject to a maximum of Rs. 1 Lakh.
8. Escalation	No escalation on any account shall be payable to the contractor.
9. Extra Items	As specified in the tender document.
10. Supply of Material	To be arranged by the contractor as approved by the In charge of work.
11. Water supply	To be arranged by contractor.
12. Taxes	Income tax and other taxes as per Govt. rules & J.H.R. welfare fund 0.25% shall be deducted from the bills and also the labour CESS shall be deposited by the contractor and produce the receipt before running & final payment of work done.



**MEMORANDUM**

- (a) General Description
- (b) Estimated Cost               Rs.
- (c) Earnest Money               Rs.
- (d) Security Deposit            10% to Max. of Rs. 1 Lakh from each running bill the security deposit will be collected by deductions from the running bills of the contractor at rate in clause I.
- (e) Time allowed for the work from the 06<sup>th</sup> day after the date of written order to commence -----I/We hereby agreed (1) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and/or in default thereof to forfeit and pay to the Director General HIMSR & HAHC Hospital, Jamia Hamdard, or the successors, in conditions. A sum of Rs. ----- is hereby forwarded in Demand Draft. If I/We fail to commence the work specified in the above memorandum I/We agree that the said Director General HIMSR & HAHC Hospital his successors in office shall, with prejudice to any other right on remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit mentioned against clause I/We (ii) to execute all the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to a maximum of 50% at the rate quoted in tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in tender form.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Witness:

Address:

Occupation:

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**AGREEMENT FORMATE**

Article of Agreement made this \_\_\_\_\_ between HIMSR, Jamia Hamdard, Hamdard Nagar, New Delhi (hereinafter called "The Employer") of the one part and \_\_\_\_\_ (or whose registered office is situated at \_\_\_\_\_ New Delhi hereinafter called the contractor of the other part.

WHEREAS the Employer is desirous for **Providing & laying cement Concrete flooring on the open area near Manifold and Electrical room at HAHC Hospital** and has caused specifications and schedules of Quantities describing the works in tender/quotation.

**AND WHEREAS** the Contractor has agreed to execute upon and subject to conditions set forth herein (hereinafter referred to as the said conditions) the works described in the specifications and included to the said schedule of quantities at rates therein set forth amounting to the sum of Rs. \_\_\_\_\_.

**HEREINAFTER** referred to as (" the said contract amount") **AND WHEREAS** the contractor has deposited with HIMSR, Jamia Hamdard, New Delhi the sum of Rs. \_\_\_\_\_ as the security to be retained until the expiry of the defects liability period for the due observance and performance of this contract.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of said contract amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject the said conditions execute and complete the work shown and described in the said specification and/or the schedule of Quantities.
2. The Employer shall pay the contractor the said contract amount or such other sum as shall become payable at the time and in the manners hereinafter specified in the conditions.
3. The said Terms & conditions and schedule of quantities shall be read and construed as framing part of this agreement and the parties hereto shall respectively abide by, submit themselves to the condition and perform the agreements of their part respectively in such conditions contained.
4. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in DELHI and only the courts in Delhi shall have jurisdiction to determine the case.

As witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signed by the said \_\_\_\_\_  
(Employer)

In the presence of \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_   
Singed by the said \_\_\_\_\_  
(Contractor)

In the presence of \_\_\_\_\_  
Address \_\_\_\_\_



## General Term & Conditions

- 1 Sealed item rate tender/quotation are invited by the Medical Superintendent, HAHC Hospital, for the **Providing & laying cement Concrete flooring on the open area near Manifold and Electrical room at HAHC Hospital.**
- 2 Tenders not properly filled mutilated with incorrect calculations or generally not complying with the condition may be rejected.
- 3 Tenderers should quote their rates both in figures and in words. The schedule or quantities 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 tender. No blank spaces shall be left.
- 4 If the tender/quotation is made by or on behalf of a company incorporated under the companies Act it shall be signed by the Managing Director or by one of the Directors duly authorized on that behalf. If it is made by a partnership firm it shall be signed with the Co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of their firm and attach copy of Power of Attorney with the Tender authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.
- 5 **ACCEPTANCE PERIOD**  
The tender shall remain valid for acceptance for a period of 30 days from the date of opening of tender.
- 6 **SITE INSPECTION**  
Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must go through and see the site of work before quoting the rates.
- 7 **SCHEDULE OF QUANTITIES**  
A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the owner does not accept any responsibility for the correctness or completeness of the schedule in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the owner without affecting the terms of the contract.
- 8 **CONTRACTORS' RATES**  
The contractor's rates must include the cost of transportation of material to the site, all taxes such as Sales Tax, Excise and G.T. etc. and the fixing or placing in position for which the items of work is intended to be operated. The rates shall be inclusive of all height, lead, lift and scaffolding etc. complete, no extra payment shall be made except specified in the item.
- 9 **INTERPRETATION**  
In interpreting the specifications, the following order of decreasing importance shall be followed:
  - (a) Description in schedule of quantities.
  - (b) Particular or special specifications and special conditions if any.
  - (c) Instruction/direction issued time to time by the site In charge or authorized person deputed by the Medical Superintendent, HAHC Hospital, Jamia Hamdard.
  - (d) General Specifications: The relevant Indian Standard Codes shall cover such items, not covered in the specifications of the tender as a whole. If such codes for a particular subject have not been framed, the decision of the owner shall be final.
- 10 **ALTERATIONS IN N.I.T.**  
The tenderer in the Notice inviting Tenders shall make no alterations. Instructions to the contractors, contract Form, Conditions of the Contract, instruction and specifications, and if any such alterations are made or any special rejected.
- 11 **ACCEPTANCE OF TENDER**  
The acceptance of the tender will rest with the Director General HIMSR & HAHC Hospital, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders, received, without assigning any reason (s) or sublet the whole work.

**12 SITE SUPERVISION**

The work shall be carried out under the direction and supervision of the Engineer In-charge HAHC Hospital at site. On accepting of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the work & should be responsible for taking instructions for carrying out the work. The owner/or their representative at site shall have access to the workshop of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

**13 QUALITY**

The Medical Superintendent, HAHC Hospital, decision regarding the quality of the material and workmanship will be final and binding. The Medical Superintendent, HAHC Hospital, shall during the progress of the work have power to order in writing from time to time the removal of the work, within such reasonable time or times as may be specified in the order, of any material which in the opinion of Medical Superintendent, HAHC Hospital, not in accordance with specification or instructions. The substitution or proper re-execution of any work or replacement of bad material shall be borne by the contractor with no liability towards the owners.

**14 DISMISSAL OF WORK:**

The contractor shall on the request of Medical Superintendent, HAHC Hospital, immediately dismiss from work any person employed thereon by him, who way in the opinion of the owner be unsuitable or in competent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation of damages against the owner or any of their officers or employee.

**15 COMMENCEMENT:**

The Contractor shall commence the work on site within 6 days from the date of receipt of work order/Letter of Intent or as directed.

**16 INCOME TAX AND OTHER TAXES**

Statutory deduction of Income tax and other taxes as per Govt. rules & J.H.R. welfare fund 0.25% shall be deducted from the bills and labour CESS shall be deposited by the contractor and produce the receipt before running & final payment of work done.

**17 DEFECTS LIABILITY PERIOD SIX MONTHS**

Any defects developed within 'Defect Liability period' of 6 months from the date of completion will have to be rectified by the contractor. In case of failure to do so the Medical Superintendent, HAHC Hospital, shall get the rectification work done by any other agency at the risk and cost of the contractor. The rectification of such defects shall be taken immediately on receipt of written notice from the Medical Superintendent, HAHC Hospital, and such defects may extend 'liability period.

**18 PART OCCUPATION**

If Medical Superintendent, HAHC Hospital, want to occupy areas in part, the contractor shall have to complete the work of the areas in conjunction with the Medical Superintendent, HAHC Hospital, and hand over the same to the Medical Superintendent, HAHC Hospital, without affecting any of the clauses of the contract agreement.

**19 CONTRACT SIGNING**

After acceptance of the tender, the tenderer shall sign the necessary contract papers within 15 days of the intimation. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay the 'Earnest Money' may be forfeited and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

**20 E.M.D./RETENTION MONEY**

(a) E. M. D of Rs. \_\_\_\_\_ in the form of bank draft Drawn on any scheduled bank or foreign bank approved by the Reserve Bank of India in favour of \_\_\_\_\_ shall be submitted along with the tender. The tender received without E M D or in any other form than as stated above may be rejected.

(b) Retention money @ 10% of each running bill value shall be deducted from each running Bills. Account payment up to a maximum of Rs. \_\_\_\_\_ only.

(c) The retention money amount shall not bear any interest.

## **21 REFUND OF DEPOSIT**

- (a) The E.M.D. will be adjusted in the retention money.
- (b) 5% of the retention money shall be retained from the final bill which will be returned after the virtual completion of the defects liability period (i.e 6 months).

## **22 SUPPLY OF MATERIALS**

The contractor shall arrange all the material required for the work at his own cost and Medical Superintendent, HAHC Hospital, may ask to deposit the all or specific required material with the site incharge before start of work. The 75% secured advance may be released against the material supplied at site and produce the material receipts/ voucher etc. after proper check by the incharge of work.

## **23 INSURANCE**

The successful contractor shall take out Contractors All Risk (CAR) insurance policy in the names of the contractor, and the original policy shall be deposited with the Jamia Hamdard. The policy shall cover clauses as under.

- (i) The contractor shall at all times indemnify and keep indemnified the Jamia Hamdard and its officers and any other guest or person moving in the premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of to property or person of any subcontractor and/or the servants or agents or the contractor, any subcontractor (s) and/or the Jamia Hamdard) and the contractor shall at his own cost and initiative at all times up to the successful conclusion of the defect liability period and maintain all insurance liabilities including but not limited to third party insurance and liabilities under the Motor Vehicles Act. Workmen Compensation Act, Fatal Accidents Act, personal Injuries Insurance Act. Emergency Risk Insurance Act, and/or other industrial legislation from time to time in force in India with insurance company (ies) approved by the Jamia Hamdard, and such policy (ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified namely.
  - (a) Workmen compensation Insurance to the limit to which compensation may be payable under the laws of India.
  - (b) Third Party Insurance body injury and property damage to the limit of not less than Rs. 2,00,000/- (Rupees Two Lakh only) in each accident at each job site and to a limit of not less than Rs. 5,00,000/- (Rupees Five Lakh only) for all accidents at all job sites, provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this clause to the limit (s) specified.
- (ii) If the Contract fail to take out and/or keep a foot insurance as provided for in the foregoing sub-clause, the owner shall be entitled (but without obligation to do so to take out and/or keep a foot such insurance at the cost and expense of the contractor, and without prejudice to any other rights or remedies of the Owner in this behalf, to deduct the sum(s) incurred thereof from the dues of the contractor.
- (iii) Period of policies: All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

## **24 PAYMENTS**

Bill shall be prepared based upon the joint measurement by the contractor and In-charge of works. Contractor shall submit 3 copies of the bill and 3 copies of the measurement sheets. Payment will be released within 15 days after submitting the bill.

## **25 LIQUIDATED DAMAGES**

Entire work will be completed and handed over within 20 days from the date of issue of work order/letter of intent. Medical Superintendent, HAHC Hospital, shall levy liquidated damages at the rate of 1% of the total contract value per day of delay, up to a maximum of 10 % of the total value of the work.

## 26 EXTRA ITEMS

- (a) The rates of all authorized extra items or additional, altered or substituted work shall be worked out as follows:
  - (i) The rates shall be based on or derived from the existing rates in the contract as far as and to the maximum extent possible from the same class & nature of work.
  - (ii) Where the rates cannot be derived in the manner of (i) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in the execution of the items inclusive of taxes. Octroi etc. plus 15% for contractor's profit and overheads and supervision charges etc.
- (b) The contractor shall, within 10 days of the date of receipt of an order to carry out the above work or within 10 days after having carried out the above work submits the rates which he proposes to claim for such items of work, supported by rate analysis and vouchers. The project engineer shall with due analysis and justification communicate to the contractor the rates admissible for these items, within a period of one month.
- (c) The rates of extra item as decided by the Engineer In-charge shall be binding to both the parties and shall not be subject to Arbitration.

## 27 Water and Electricity

- (a) **Electricity:** Temporary electric connections if required will be supplied by the Jamia Hamdard. The necessary cabling and install of meter 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 raised by the Jamia Hamdard.
- (b) **Water:** The Contractors to make their own arrangement of potable water for execution of work and arrange from outside at their own cost.

## 28 APPLICABLE LAW

This contract shall become effective according to and in all respect be governed by and construed in accordance with the law.

## 29 RECEIPT OF TENDER

Tender shall be addressed to The Medical Superintendent, HAHC Hospital, Jamia Hamdard, Hamdard Nagar New Delhi 110062.

## 30 MATERIALS, TOOLS AND PLANT

The Contractor shall supply all materials required for the execution of the works other than those mentioned in the Notice Inviting Tender. Materials so applied shall have the approval of the Engineer In charge before using on the works. All the rejected materials shall be removed at once from the site of work at Contractor's own cost. The contractor shall supply all tools, tackles, and equipment required for the execution of the works.

## 31 SAFE STORAGE OR MATERIALS

The contractor shall be responsible for the safe storage of material supplied by the employer for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the contractor shall be charged at the prevailing market price.

## 32 TRANSPORT OF MATERIALS

Unless otherwise specified, all the materials supplied by the employer shall be transported by the contractor from the Employers' store/yard, to the site of work at no extra cost.

## 33 SITE TO BE KEPT CLEAR

The surplus soil and dismantled debris shall be removed to a place as directed by the Engineer In -charge and stacked, leveled and dressed as directed.

## 34 AGE LIMIT OF LABOUR

The age limit for employment of labour shall be in strict accordance with the existing labour Legislations.

## GENERAL SPECIFICATION OF WORK

All work shall be executed strictly in accordance with the specifications given in schedule of quantities and/or with the following specifications. For such items, which are not covered or clarified by these specifications, latest edition of C.P.W.D. specification shall apply. The work shall be carried out as per specification and instruction of Engineer In charge.

1. The work shall be related to site that the contractor is presumed to have seen. Nothing extra will be paid for any item on account or its shape, size, location or other difficult circumstances even if the schedule makes no distinction, as long as the item is required at site.
2. All concrete work plain or reinforced shall be inclusive of centering and shuttering and curing unless specified otherwise
3. Mechanical mixture shall be *used* for mixing all concrete work.
4. The hard blue grukul stone ballast shall be used in all R.C.C. and concrete work.
5. Washed coarse sand or golden coarse sand/stone dust shall be use in work.
6. All sizes mentioned are exclusive of plaster and finishing.
7. All materials and workmanship shall be of the respective kinds described in the contract and in accordance with Engineer on his make of fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance as instruments, machines, labour and materials, as are normally required for examining, measuring, and testing any work and the quality weight or quantity of any material used and shall supply samples of materials before in corporation in the works for approval as may be required by the Architect or his Representatives.
8. The rate applies to all R.C.C. works irrespective of its shapes size, quantity and position whether monolithic or cast in situation. (No Extra payment shall be paid separately on any account)
9. The rates shall be included for all heights, lift, lead, and other wastages etc.
10. The contractor is advised to inspect the site before quoting the rates in Tender.
11. The in charge of work or authorized person deputed by the competent authority may approve any brand or make of material for the work other then that specified in the tender, and contractor shall be bound to use the approved brand of material without any extra cost.
12. The work shall be related to the site condition for that the contractor is presumed to have studied. Nothing extra will be paid for any item on account or its shape, size, location or other difficult circumstances.
13. All materials and workmanship shall be of the respective kinds described in the contract and in accordance with Engineer in-charge on his manufacture or on the site or at all or any of such places. The contractor shall provide such assistance as instruments, machines, labour and materials, as are normally required for examining, measuring, and testing any work and the quality weight or quantity of any material used and shall supply samples of materials before in corporation in the works for approval as maybe required by the engineer in charge or Representatives of the Jamia Hamdard.
14. The material shall be approved by the In-charge of work and manufacture (ISI) marks.
15. The in charge of work or authorized person of the Jamia Hamdard may approve any brand or make of material for the work other then that specified in the tender, and contractor shall be bound to use the approved brand of material without any extra cost.

CONTRACTORS SIGN & SEAL

### LIST OF APPROVED MATERIAL

1	Course sand, fine sand, aggregate	As per IS 383 (Latest edition) from approved quality (Jhajhar sand/ghaghar sand) as per sample approved by engineer in-charge.
2	Bricks	Best quality available confirming to class designation 75.
3	Ordinary Portland cement	J.K., Birla, Ambuja, A.C.C., Vikram (OPC 43 grade only).
4	White Cement	J.K. and Birla
5	Steel bars	Rathi, Rana, Burnala
6	Steel doors & window section, angles for door frame.	Capital, Nav, Rana, Burnala or equivalent as approved by Engineer in-Incharge.

CONTRACTORS SIGN & SEAL

**Schedule of Quantity for the work of Providing & laying cement Concrete flooring on the open area near Manifold and electrical room at HAHC Hospital.**

S.No.	Description of item	Qty	Unit	Rate	Amount
	<b>Committee Room</b>				
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth up to 50 m and lift up to 1.5 m, disposed soil to be levelled and neatly dressed: All kinds of soil.	200.00	Sq.mt.		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	15.00	C.mt.		
3	Cement concrete flooring 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate	200.00	Sq.mt.		
4	Providing and fixing glass strips in joints of terrazo/ cement concrete floors. 40 mm wide and 4 mm thick.	500.00	each		