FORM "7"

1. Name of Contractor:

2. Cost of Tender:

3. Date of Issue of tender:

Articles of Agreement made at Aligarh BETWEEN the Aligarh Muslim University, Aligarh through its Registrar (hereinafter referred to as the Employer which expression shall include its executors, administrators and assigns) of the one part AND... (hereinafter referred to as the contractor which expression shall include his heirs, executors, administrators and assigns) of the other part witnesseth as follows:

WHEREAS the Employer is desirous of constructing

at Aligarh and has in that connection shown to the contractor the drawings, specifications and the bill of quantities of the work to be executed (hereinafter referred to as the works), AND WHEREAS in consideration of the payment to be made as hereinafter provided the contractor has agreed to execute said works subject to the conditions hereinafter appearing and set forth in the General Rules and directions for the guidance of Contractor (hereinafter referred to as the said conditions) which shall be deemed to be part of this agreement. AND WHEREAS the contractor has deposited with the Employer a sum of (Rupees ............... ) as earnest money for the due performance of the conditions of this contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The contractor shall execute and complete the work shown upon the said drawings and such further detailed drawings as may be furnished to him by the University Engineer subject to the said conditions, specifications and priced schedule of quantities hereto annexed.

2. The Employer shall pay to the contractor such sums as shall become payable here under at the time and in the manner specified in the said conditions and at such rates as are enumerated in the Price Schedule of Quantities hereto annexed.

3. Subject to the conditions the contractor shall execute the work within ............... of the commencement of the work and the time stipulated shall be essence of contract.

4. That the conditions shall be read and construed as forming part of this agreement and the parties will abide by and submit themselves to the conditions and stipulations herein contained.

5. All dispute arising out of or in any way connected with agreement shall be to have arisen in Aligarh and only the courts in Aligarh shall have jurisdiction to determine the same.

6. The several parts of this contract have been read to us and fully understood by us.

IN WITNESS WHEREOF the parties hereto have set their hands to this deed at ALIGARH on the dates mentioned against their signatures.

Contractor: 

Witness:

Date:

Employer:

Witness:

Date:

Electrical Engineer

(works & Maintenance)
1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the Electrical Engineer. (Works & Maintenance)

This form will state the work to be carried out, as well date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Electrical Engineer Works & Maintenance shall also be open for inspection by the contractor at the office of the Electrical Engineer during office hours.

2. In the event of the tender being submitted by firm, it must be signed separately by each member, thereof, or; in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do, so, such power of attorney to be produced with the tender, and it must disclose that firm is duly registered under the Indian Partnership Act.

3. Receipt for payments made on account of a work, when executed by a firm, must also be signed by the several partners; or by some other persons having authority to give effectual receipts for firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4-A. The rate (s) and/or amount (s) must be quoted in decimal coinage.

5. The Electrical Engineer (Works & Maintenance) or his duly authorized Assistant Engineer, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractors who shall thereupon for the purpose of identification, signed copies of the specification and other documents mentioned in Rule-1. In the event of a tender being rejected, the earnest Money forwarded with such unaccepted tender shall thereupon be returned to the contractor marking the same.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders, without assigning any reason for the same and will not be bound to accept the lowest tender.

7. The memorandum of work tendered for, and the schedule of materials to be supplied by the Building / Electrical Department and their issue rates. Shall be filled in and completed in the Office of the University Electrical Engineer before the tender form is issued. If a form is issue to an intending tenderer without having been so filled in and completed, he shall request the Office to have this done before he completes and delivers his tender.
TENDER FOR WORKS

I/We hereby tender for the execution for the Aligarh Muslim University Aligarh of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rules I hereof and in Clause II of the annexed conditions and with such materials as are provided for by and in all other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

(a) General description

(b) Estimated cost Rs.

(c) Earnest money Rs.

(d) Security Deposit (including earnest money)

Security Deposit to be recovered at the rate of 10% of tendered value subject to a maximum of Rs. 5 lacs as communicated by I.A.O. vide D.No.1756/IAO dated 26.03.1996.

ii. In case of works costing more than Rs. 1 lakh and up to 2 lakh 10% on the first 1 lakh and 7½% on the balance, and

iii. In case of works costing more than 2 lakhs, 10% on the first 1 lakh, 7½% on the next Rs. 1 lakh, and 5% on the balance, subject to maximum of Rs. 1 lakh only.

The security deposit will be collected by deductions from running bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tender will be treated as part of Security Deposit. The security deposit will also be accepted in cash or in the form of Government Securities and Fixed Deposit Receipts and Guarantee of Scheduled Bank and State Bank of India.

(e) Time allowed for the work from the 10th day after the date of written order to commence ___________ months.

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NOTE: To be continued on additional sheets as found necessary.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Aligarh Muslim University, Aligarh, or its successors the sum of money mentioned in the said conditions.

The sum of Rs._______ is herewith forwarded as earnest money (a) the full value of which is to be absolutely forfeited to the said University or its successor in Office without prejudice to any other rights of the University or its successors in Office should I/we fail to commence the work specified in the above memorandum, or should I/we do not deposit the full amount of security deposit specified in the above memorandum, in accordance

* Strik out (a) if no cash security deposit is to be taken

* Strike out (b) if any cash security deposit is to be taken
with Clause I (a) of the said conditions, of contract otherwise the said sum of Rs. shall be retained by University as on account of such security deposit as aforesaid; or (b) the full value of which shall be retained by, University on account of the security deposit specified in clause I (B) of the said conditions of contract.

**Signature of Contractor**

Dated the ................. days of ................. 20 ..............

Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of Aligarh Muslim University, Aligarh.

**Signature of Employer**

Dated the .................... day of ................. 20 ..............

**CONDITIONS OF CONTRACT**

Security Deposit to be recovered at the rate of 10% of tendered value subject to a maximum of Rs. 5 lacs as communicated by I.A.O. vide D.No.1756/IAO dated 26.03.1996.

"The Registrar" means the Registrar of the University and his successors.

"The Electrical Engineer" (W&M) means the Electrical Engineer (W&M) for the time being of the University and his successor.

**CLAUSE 1:** The person, persons, whose tender(s) may be accepted (hereinafter called the 'Contractor') shall permit the University at the time of making any payment to him for work done under the contract to deduct such sum as along with the sum already deposited as earnest money will amount:

- i. In the case of works costing up to Rs. 1,00,000 to 10% of the estimated cost of the work put to tender;
- ii. In the case of works costing more than Rs. 1,00,000 and up to Rs. 2,00,000 to 10% on the first Rs. 1,00,000 and 7½% on the balance: and
- iii. In the case of works costing more than Rs. 2,00,000 to 10% on the first 1,00,000, 7½% on the next Rs. 1 lakh, and 5% on the balance, subject to a maximum of Rs. 1,00,000 only unless he is they are exempted from payment of Security Deposit in individual cases on has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. Security or Fixed Deposit Receipts or Guarantee Bonds of any Schedule Bank or the State Bank of India. In case a fixed deposit Receipt of any Bank is furnished by the contractor to the University as part of security deposit and the Bank goes into liquidation or for any reason is unable in make payment against the said fixed deposit receipt the loss caused thereby shall fall on the contractor and the Contractor shall forthwith on demand furnish additional security to the University to make good the deficiency.

Such deductions to be held by University by way of Security Deposit provided always that the University for this purpose shall be entitled to recover ........ percent of the amount of each running bill till the balance of the amount of Security Deposit is realized.
All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due to or may become due to the Contractor by University on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bonds in favour of the Finance Officer of fixed deposit receipt tendered by the State Bank of India or by schedule Banks. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated as part of the Security Deposit.

CLAUSE 2: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence, time being deemed to be of the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the Member-in-Charge V.C. (Whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the schedule dates. And further, to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one/fourth of the whole of the work before one/fourth of the whole time allowed under the contract has elapsed; one-half of the work, before one-half of such time has elapsed, and three/fourths of the work, before three/fourths of such time has elapsed. In the event of the contractor failing to conform with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Member-in-Charge (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this Clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender.

CLAUSE 3: The Registrar may without prejudice to his right against the contractor in any respect of any delay or inferior workmanship or otherwise to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases.

(i) If the contractor having been by the Electrical Engineer (W&M) a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Electrical Engineer (W&M) (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by the date.

(ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be Bound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a Binding up order.

(iii) If the contractor commits breach of any of the terms and conditions of this contract.

(iv) If the contractor commits any act mentioned in Clause 21 hereof.
When the contractor has made himself liable for action under any of the cases aforesaid, the Registrar, on behalf of the University, shall have powers.

(a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under hand of the Registrar shall be conclusive evidence). Upon such determination or rescission the security deposit of contractor shall be liable to be forfeited and shall be absolutely at the disposal of the University.

(b) To employ labor paid by University and to supply materials to carry out the work or any part of the work debiting the contractor with the cost and price certified by the (Electrical Engineer shall be find and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Electrical Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

(c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which access the certificate in writing of the Electrical Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the University under this contract or an any other account what so ever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the Registrar the contractor shall have no claim to compensation for any loss sustained by him the reason of his having purchased or procured any materials or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Electrical Engineer has certified in writing the performance of such work and the value payable in respect of and he shall only be entitled to be paid the value so certified.

**CLAUSE 4:** In any case in which any of the powers, conferred upon the Registrar by Clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Registrar putting in force either of the powers (a) or (c) vested in him under the preceding Clause he may, if he so desires take possession of all or any tools, plant, materials and stores in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account the contractor rates or in case of these not being applicable, at current market rates to be certified by the Electrical Engineer, whose certificate thereof shall be final otherwise the Electrical Engineer may by notice in writing to the Contractor or his clerk of the works, foreman or other unauthorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the Contractor failing to comply
with any such requisition, the Electrical Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificated of the University Engineer as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

CLAUSE 5: If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Electrical Engineer within 30 days of the date hindrance on account of which he desires such extension as aforesaid and the Member-in-Charge/V.C., shall, if in his opinion (which shall be final) reasonable grounds to be shown therefor; allow such extension of time if any, as may, in his opinion, be necessary or proper.

CLAUSE 6: On completion of work, the contractor shall be furnished with a certificate by the University Engineer (hereinafter called the Engineer-in-Charge) of such completion, but no such certificate shall be given, not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work, doors, windows, wall, floors, or other parts of any building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish, and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 7: No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill, therefore, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-Charge, whose certificates of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected or be considered as admission of the due performance of the contractor or any part thereof, in any respect, or the accruing of any claim, nor shall, conclude, determine, or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

CLAUSE 8: A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months, and the Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in-
CLAUSE 8 A: Before taking any measurement of any work as has been referred to in Clause 6, 7 and 8 thereof, the Electrical Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Electrical Engineer then in any such event the measurements taken by the Electrical Engineer or by the Subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

CLAUSE 9: The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-Charge, and the charges in the bills always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE 10: If the specification or estimate of work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge Stores, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge. (Such materials and Stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect or his contract specified in the schedule or memorandum hereon annexed, the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contractor only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the Security Deposit, or the proceeds of sale thereof; if the same is held in the Govt. Securities the same or a sufficient portion thereof being in this case sold for the purposes. All materials supplied to the contractor shall remain the absolute property of the University and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-Charges. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge stores if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation account of any such material so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

CLAUSE 10 - A: The Electrical Engineer shall have full powers to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specifications and in case of default the Electrical Engineer is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Electrical Engineer shall also have full powers to acquire and other proper materials to be substituted thereof and in case of default the Electrical Engineer may cease the same to be supplied and all costs which may attend such removal and substitution are to be borne in by the contractor.

CLAUSE 10 - B: The contractor on signing an indenture in the form to be specified by the University Engineer shall be entitled to be paid during the progress of the execution of the work 75% of the estimated value of any materials which are in the opinion of the Electrical Engineer non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance has been incorporated in the work when the materials on account of which advance has been made under this sub clause are incorporate in the work, the amount of such advance shall be deducted from the next payment under any of the clause or clauses
of this contract.

CLAUSE 10: C: The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as the University property and such materials shall be disposed of to the best advantage of the University according to the instructions in writing issued by the Electrical Engineer.

CLAUSE 11: The contractor shall execute the whole and every part of the work in the most substantial and work-manlike manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing, relating to the work signed by the Engineer-in-Charge, and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose for inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification and of all such designs, drawings and instruction as aforesaid.

CLAUSE 12: The Employer shall have power to make any alteration in omissions from additions to, or substitution for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing, and such alterations, omissions, additions or substitutions shall not invalidated the contracts and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional and substituted work, bears to the original contract work, over and above this a further period to the extent of 25 per cent of the time so extended shall be allowed to the contractor.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

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

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

(iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and cannot be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in C.P.W.D. Schedule 1962 minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

(iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iii) above, then the rates for such work shall be worked out on the basis of the Schedule of Rates of the District specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rates for a particular part or parts of the item is not in the Schedule of rates the rate for such part or parts will be determined by the employer on the basis of the prevailing market rates when the work was done.

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

CLAUSE 13: If at any time after the commencement of the work the University shall for any reason whatsoever not require the whole thereof as specified in the tender be to carried out the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on, account of profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

CLAUSE 14: If it shall appear to the Engineer-in-Charge or his subordinate-in-Charge of the work, that any work has been executed with unsound imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not accordance with the contractor, the contractor, shall, on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, at the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, than the contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove, and reexecute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

CLAUSE 15: All work under or in course of execution or executed in pursuance of the contract shall at all be open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all time during the usual working hours, and at all other times of which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the work shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agents shall be considered to have the same force as if they had been given to the contractor himself.

CLAUSE 16: The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge of his subordinate in-Charge of the work before covering up or otherwise placing beyond the reach of measurements any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work, without the consent in writing of the Engineer-in-Charge or his subordinate in-Charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or other materials with which the same was executed.
CLAUSE 17: If the contractor or his work people or servants shall break, deface, injure or destroy any part of building in which they may be working or any building, road curbs, fence, enclosure water pipes, cables drains, electric or telephone, post or wires, trees, grass or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress, from any cause whatever or any imperfectons become appear in it within six months after a certificate final or other of its completion shall have been given by the Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense, or in default. The Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (or which the certificate of the Engineer-in-Charge shall be final) from any sums that may be due then, or at any time there after may become due to the contractor, or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of six months after the issue of the certificate final or otherwise of completion of work.

CLAUSE 18: The contractor shall supply at his own cost materials (except such special materials, if any, as may be in accordance with contract be supplied from the Engineer-in-Charge’s Stores), plant tool, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works requisite or proper for the execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purposes of the satisfying or complying with the requirement of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements or examination at any time and from time to time of the work or materials. Filling his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

CLAUSE 18-A: In every case in which by virtue of the provision of section 12, subsection (1) of the Workmen’s Compensation Act, 1923 University is obliged to pay compensation to a workman employed by the contractor in execution of the work, University will recover from the contract the Amount of the compensation so paid; and without prejudice to the rights of University under section 12, sub-section (2) of the said Act, University shall be a recover liability to such amount or any part thereof by deducting it from the security deposit or from any sum due by University to the contractor whether under this contract or otherwise.

University 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 to University full security for all cost for which University might become liable to consequence of contesting such claim.

CLAUSE 19: No female labor shall be employed on any work if prohibited by the University authorities by any municipal laws.
CLAUSE 19 A: No labourer below the age of twelve years shall be employed on the work.

CLAUSE 19 - B: The contractor shall pay not less than fair wage to laborers engaged by him on the work.

CLAUSE 19-C: The contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-Charge, and on his failure to do so University shall be entitled to provide same and recover the cost from the contractor.

CLAUSE 20: No work shall be done on Sunday without the sanction in writing of the Engineer-in-Charge.

CLAUSE 21: The contractor shall not be assigned or sublet with out the written approval of the Registrar. And if the contractor shall assign or sublet his contract or attempts so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall, either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agent to any officer or person in the employ of University in any way relating to his Office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Registrar may thereupon by notice in writing rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at disposal of University and the same consequence shall ensure as if the contract had been rescinded under clause-3 hereof, and in addition to the contractor shall not be entitled to recover or be paid for any work there to actually performed under the contract.

CLAUSE 22: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University with out reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23: In the case of a tender by partners any change in the Constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

CLAUSE 24: All works to be executed under the contract shall be executed under the direction of the University Engineer and subject to the approval in all respects of the University Engineer of the University for the time being which shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25: Except where otherwise provided in the contract all questions; and disputes relating to the meaning of the specification, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, of materials used on the work, or as to any other questions, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, designs drawings, specifications, estimates, instructions, order, or these conditions, or otherwise concerning the works, or execution, or failure execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to Vice-Chancellor or his nominees. It will be no objection to any such appointment that the arbitrator so appointed is a University Officer; that he had to deal with the matters to which the contract relates and that in the course of his duties as University Officer he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason shall appoint another person to act as arbitrator in accordance with the terms of the contract.
Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this contract that no person other than Vice-Chancellor, or his nominee should act as arbitrator and if for any reason, that is not possible, the matter is to be referred to arbitrator at all.

Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

**Lump sum in estimates**

**CLAUSE 26:** When the estimate on which the tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items or work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of work in question is not in the opinion of the Engineer-in-Charge, capable of measurement, the Engineer in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

**CLAUSE 27:** In the case of any class of work which there is no such specification, as is mentioned in rule 1, such work shall be carried out in accordance with the C.P.W.D. specification, and in the event of there being no such specification, then in such case the work shall carried out in all respect in accordance with instructions and requirements of the Engineer-in-Charge.

**CLAUSE 28:** The expression "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction; be construed and taken to mean the works by or by virtue of the contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

**CLAUSE 29:** The whole work may be split up between two or more contractors or accepted in part and not in entirely, if considered expedient.

**CLAUSE 30:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Registrar on behalf of the University shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 31:**

(I) The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and perfectly good condition at the time of completion or determination of the contract shall be returned to the University Engineer at a place where to be directed by him, if by a notice writing his hand, he shall so required. Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus material form and to the stores where from they were issued.

(II) After the completion of the work, theoretical quantity of cement to be used on work shall be calculated on basis of C.P.W.D. 's. Statement showing quantities of cement to be used in different items of work provided in Delhi Schedule of Rates 1955, on the basis of standard formula. Over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the estimated cost of which as put to tender is not more than Rs. 2 lakhs; but up to Rs.5 lakhs up to 4% plus/minus for works the estimated cost of which put to tender is more than Rs.2 lakhs and up to 3% plus/minus for works the estimated cost of which put to tender is above Rs. 5 lakhs. The difference in quantity of cement actually issued to the contractor and the theoretical quantity including authorised variations, if not returned by the contractor shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract.
In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as here in before provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

(III) The provision of the foregoing sub-clause shall apply in the case of steel reinforcement or structural steel sections except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorized lappages, plus 5% wastage due to cutting into pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

(IV) The provisions made above are without prejudice to the right of the University to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification.

CLAUSE 32: Sales Tax, Octroi any other Tax on material in respect of this contract shall be payable by the Contractor and the University will not entertain any claim, whatsoever, in this respect or in respect of subsequent increase/decrease in the same.

CLAUSE 33: The contractor shall cart and stack the serviceable dismantled material, University stores. Remove malta to any convenient place within half a mile outside the building as indicated by Engineer-in-Charge. Nothing extra shall be paid for it.

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<tr>
<th>Particulars</th>
<th>Rates at which the Material will be charge to Contractor</th>
<th>Place of delivery</th>
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<tbody>
<tr>
<td>1. Bricks 1st Class</td>
<td>Unit Rs. P.</td>
<td>Site of University or any other approved Brik-Kiln University Store.</td>
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<tr>
<td>2. Cement</td>
<td>Per % 0 Per Bag</td>
<td>Site of University or any other approved Brick-Kiln University Store.</td>
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<tr>
<td>3. Brick Bats</td>
<td>Per % Cft Per Metric tonne</td>
<td>University Store.</td>
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<td>4. M.S. Round Bars</td>
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<td>1/4&quot; to 1/2&quot;</td>
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<td>5. M.S. Round Bars</td>
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<td>5/8&quot; and above</td>
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NOTE:

(1) The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineering-in-Charge on the issue of the form prior to the Submission of the tender.

(2) The contractor shall have to return the empty cement bags to the store in good condition, failing which recovery at the rate of Rs. 1/- per bag shall be made from his bill or other dues against the University.

(3) The contractor may also quote alternatively with their own steel but as specification.

(4) The University does not accept any liability for delayed or non-simply of materials indicated above. However, suitable extension of time may be allowed.

Signature of Contractor

Signature of Employer

Signature of Electrical Engineer (W & M)