

**Ch. CHARAN SINGH UNIVERSITY, MEERUT****ENGINEERING SECTION****Bill of Quantity****Work:-Renovation and minor alteration work in Residence No- A-2 at University Campus.**

S.No.	Item/Work	Qty.	UNIT	Rate @	Amount Rs. P.
1	Dismantling of old window, Almirah, slabs & B/W including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	4.00	Nos		
2	S/F. 10 mm. thick vitrified tile size 24"x24" premier quality flooring or in skirting or dado laid with pidilite chemical finished with white cement & colour jointing and polishing including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	14.00	Sqm		
3	P/F 8mm thick floor tiles in flooring with 1:3 cement and approved coarse and mortar finished with white cement slurry, jointing and polishing complete including supply of all materials, labour, tools & plants etc.	10.00	Sqm		
4/471	P/F. 40 mm. thick fully paneled doors (India) commercial flush shutter including fixing & adjustment and stops & fixing of wooden cleats & stops & handle etc. including supply of all labour, material T&P. etc. required for proper completion of work.(Water proof)	10	Sqm		
5	S/F. Mosquito proof zali heavy quality power loom 144 mesh with wooden beading/Gola including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	5.00	Sqm		
6	S/F. 5mm thick plain glass with wooden beading or with glass putty and breads including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	2.00	Sqm		
7	S/F. white stone(Morwar) ¾" to 1" thick on wall fixing with 1:4 cement & badarpur etc. required at site including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	22.00	Sqm		
8	P/F. ¾" thick board with laminated both side mica for cupboard & Almirah with inside enamel painting including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	50.00	Sqm		
9	Supply and fixing 6 mm.(1/4") china white glazed tiles in skirting or dado laid with 1:3 cement and approved coarse and mortar finished with white cement slurry, jointing and polishing complete including supply of all materials, labour, tools & plants etc. required for proper completion of the work	80.00	Sqm		
10	S/F Baroda Green Stone ¾" to 1" thick on floor including preparation of base with 1:4 cement & badarpur etc required at site including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	10.00	Sqm		

11/601-601(a)+605	4cm.(1½") thick 1:2:4 plain cement concrete floor with cement approved coarse sand and 2 Cm. (1")graded approved stone laid in panels finished with 3 mm. (1/8") floating coat of neat cement and marble dust in ratio 5:1 as specified over and including 8 Cm. (3") thick base concrete consisting of cement, fine sand of 1.25 finess modulas & brick ballast 4 Cm. (1½) gauge in the proportion of 1:4:8 & removing any over lapping mortar at the joints or the panels if any and giving them a uniform finish, including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	20.00	Sqm		
12	P/F of PVC Sheet including supply of all materials, labour, tools & plants etc. required for proper completion of the work	30.00	Sqm		
13	Approximate cost of ISI marked oxidized iron fitting with screw for door & windows etc. (for estimating purpose only) & Stoper, Chutkni, etc including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	20.00	Sqm		
14/307-305(a)+305+309+ 310	M-150 Brick work in 1:3 (one cement & three fine sand of 1.25 F.M) mortar in superstructure including necessary cutting & moulding of bricks as required for wall of half brick thick, add for extra labour to the rate including supply of all labour, tools & plants etc. required for proper completion of the work	8.00	Cum		
15/503	M.S iron work in Heavy sizes such as trusses, built up gates, record racks, roof work, gates etc. including riveting or welding where necessary required from including supply of steel bolts. Nuts wastage etc. and their fixing required for proper completion of the work.	2.00	Qtl		
16	S/F. Mosquito proof M.S. door with Sq. M.S. door with Sq. M.S. pipe 65x45 mm. frame & middle. The gate will be filled by patti 20 x 5 mm. (design given by the Engineer-in-Charge) also including cross Sq. bar 8 mm. to strength the mosquito proof zali (heavy quality 144 mesh) M.S. sheet wide will be welded for fixing dandala including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	4.00	Sqm		
17/584	12 mm. (1/2")thick plaster with cement, coarse sand & fine sand in the proportion 1:1:3 (1-cement, 1-coarse sand, 3-fine sand) over plain brick work including supply of all materials, labour, tools & plants etc. required for proper completion of the work	80.00	Sqm		
18	P/F of Curtain rod including supply of all materials, labour, tools & plants etc. required for proper completion of the work	25.00	R.M		
19/708	Scraping old white of colour wash including disposal of refuse as directd by the Engineer-in-charge within a distance of 60 metre (200feet)	810.00	Sqm		
20/New item	One coat cement primer old/new surface including all material, labour tools & plants etc. required for proper completion of the work.	810.00	Sqm		

21/New item	Providing wall putty on old surface with approval quality material of berger/J.K. Birla or similar make 2 coats including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	350.00	Sqm		
22/651 +651	Finishing wall with two coats of oil bond distemper including sand apering papering, priming & smooth finish by putty including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	810	Sqm		
23/643+643	Two coat enamel painting or varnishing sand papering and smooth surface by putty including supply of all materials, labour, tools & plants etc. required for proper completion of the work.	210.00	Sqm		
		<b>TOTAL</b>			-
		<b>GST @12%</b>			-
		<b>GRAND TOTAL</b>			-

**Signature of Contractor with seal**

**Full Address-----**

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**ENGINEERING SECTION**  
**CH.CHARAN SINGH UNIVERSITY,MEERUT**  
**TENDER FORM**  
**(OFFICE USE ONLY)**

NAME OF WORK -----	
COST OF TENDER FORM-----	
EARNEST MONEY-----	
OPENING DATE-	
TIME OF CLOSING OF TENDER BOX-	14-00 Hrs.
TIME OF OPENING OF TENDER-	15-30 Hrs.
NO.OF PAGES-----	
PLACE OF OPENING OF TENDERS: OFFICE OF FINANCE OFFICER CH.CHARAN SINGH UNIVERSITY, MEERUT	
टिप्पणी:- कृपया प्रत्येक पृष्ठ पर हस्ताक्षर करें तथा पृष्ठ 3 पर माँगी गई सूचना भरें।	
<p>TENDER NO. -----</p> <p>TENDER RECEIVED -----</p> <p>(UNIVERSITY ENGINEER) (ACCOUNT OFFICER)</p> <p>(FINANCE OFFICER)</p>	<p style="text-align: center;"><b><u>EARNEST MONEY</u></b></p> <p>AMOUNT-----</p> <p>F.D.R./D.D.NO.-----</p> <p>BANK-----</p> <p>(UNIVERSITY ENGINEER)</p> <p>(ACCOUNT OFFICER)</p> <p>(FINANCE OFFICER)</p>
E.M.SENT TO DR. (A) VIDE LETTER NO. -----	

**तकनीकी बिड**

1. कार्य का नाम .....
2. अनुमानित लागत .....
3. फर्म / प्रोपाराइटरशिप फर्म का नाम.....
4. पता.....
- .....5.
- मोबाइल नम्बर.....
6. पंजीकरण का विवरण.....  
(कृपया प्रमाण पत्र की छायाप्रति संलग्न करें)
7. धरोहर धनराशि का विवरण  
(कृपया प्रमाण-पत्र की छायाप्रति संलग्न करें)  
एफ.डी./बैंक गारंटी.....  
बैंक का नाम.....  
तिथि.....धनराशि.....
8. निविदा फार्म मूल्य का विवरण  
(कृपया प्रमाण-पत्र की छायाप्रति संलग्न करें)  
बैंक का नाम.....यू0 टी0 आर0 नं0.....  
तिथि.....धनराशि.....
9. जी.एस.टी. पंजीकरण का विवरण.....  
(कृपया प्रमाण-पत्र की छायाप्रति संलग्न करें)
10. पैन नम्बर.....  
(कृपया प्रमाण-पत्र की छायाप्रति संलग्न करें)
11. अनुभव संबंधी विवरण.....  
(कृपया प्रमाण-पत्र की छायाप्रति संलग्न करें)
12. ब्लैक लिस्ट न होने का पथ पत्र.....  
(कृपया प्रमाण-पत्र की छायाप्रति संलग्न करें)
13. विद्यतु संबंधी कार्य हेतु वांछित प्रमाण-पत्र का विवरण.....  
(कृपया साक्ष्य की छायाप्रति संलग्न करें)
14. उपरोक्त सभी धनराशि निम्न विवरणानुसार विश्वविद्यालय के खाते में जमा करें :-  
बैंक का नाम-इण्डियन बैंक, चौधरी चरण सिंह विश्वविद्यालय शाखा, मेरठ।  
खाता संख्या-50488321629 (E-TENDER C C S UNIVERSITY MEERUT)  
IFS Code No. - IDIB000M690

हस्ताक्षर.....

फर्म / प्रोपाराइटरशिप.....

मुहर

## **SPECIAL CONDITIONS**

1. The rates and units quoted once shall remain unchanged and no execute on any account will be entertained after opening the tenders.
2. The Contractor must take into consideration all fluctuations in the rates of labour and material during currency of work for any reason what so ever. No claim what so ever on this account shall be entertained.
3. Necessary arrangements for facilities like living, drinking water, and sanitation for the labour employed for the execution of the work under contract, shall be marked by the contractor as per Government rules, if any.
4. The Contractor shall have to remove the rejected material from the site of work within two days otherwise a penalty of Rs.50/- per day may be imposed till it is removed.
5. An order book will be kept at site of work for instructions. These instructions have to be signed by the contractor or his representative.
6. The contractors are supposed to read carefully the general conditions of the contract, which will form part of the contract.
7. The receipts given by the contractor or his authorized agent shall be conclusive proof of the delivery of materials.
8. The item/items shown in schedule C of the tender forms be issued to the contractor depending upon the available.
9. The work of electric, water supply and sanitary installations will be taken in hand when the building work has sufficiently advanced. The contractor shall afford all facilities to other contractors in execution of there so that the entire work may proceed smoothly. No competition on this on this account shall be allowed.
10. If due to any reason, the construction of the upper storyesis deferred by the university, the payment shall made on the reduced rates.
11. Sample of items where necessary shall be got approved by Engineer-In charge before execution of work.
12. The contractor has to make necessary arrangement of water at site, if water supplied by the university deduction @½ % of the cost of items in which water is used, will be made from the bill of the contractor.
13. No work shall be done form 6p.m. to 8a.m. without prior written permission of the Engineer- In charge. work shall remain suspended on national holidays.
14. Security will be taken at the time of agreement/ Contract.
15. If Firm/Contractor quoted below rates then additional performance guarantee will be taken as per U.P. P.W.D. rules at the time of agreement/ contract.

**UNIVERSITY ENGINEER**

**CONTRACTOR**

**चौ० चरण सिंह विश्वविद्यालय, मेरठ**  
**ई-निविदा सूचना**

**निविदा सूचना संख्या :अभि०/२०२१-२२/०१ (१५)**

**दिनांक २२/११/२०२१**

चौधरी चरण सिंह विश्वविद्यालय, मेरठ द्वारा निम्नलिखित सिविल कार्य हेतु लोक निर्माण विभाग/सिंचाई विभाग/अन्य शासकीय विभाग में पंजीकृत ठेकेदार/फर्म निम्नलिखित कार्यों का अनुभव रखने वाले निविदादाताओं से निविदायें, निर्धारित निविदा प्रपत्र पर विश्वविद्यालय की ओर से वित्त अधिकारी/कुलसचिव के पदनाम आमंत्रित की जाती हैं। निविदाओं का विवरण निम्न है :-

क्रमांक	कार्य	अनुमानित लागत (लाख में)	धरोहर राशि	निविदा प्रपत्र का मूल्य	ई निविदा डाउनलोड / अपलोड करने की प्रारम्भिक तिथि	ई निविदा डाउनलोड/ अपलोड करने की अन्तिम तिथि एवं समय	कार्य अवधि
1.	विश्वविद्यालय परिसर में स्थित आवास संख्या ए-२ में परिवर्धन एवं पुताई का कार्य।	6.44	12900.00	1260.00 (1200 +5%GST)	25.11.2021	09.12.2021 (अपराहन दो बजे)	02 माह
2.	विश्वविद्यालय परिसर में स्थित आवास संख्या ए-३ में परिवर्धन एवं पुताई का कार्य।	6.63	13300.00	1470.00 (1400 +5%GST)	25.11.2021	09.12.2021 (अपराहन दो बजे)	02 माह

निविदा सम्बन्धी समस्त विवरण उत्तर प्रदेश सरकार की वेबसाइट <http://e-tender.up.nic.in> पर उपलब्ध रहेगा। जिसकी अन्तिम तिथि 09.12.2021 तथा समय अपराहन २:०० बजे है। प्राप्त ई-निविदायों की तकनीकी विड दिनांक 09.12.2021 को अपराहन ४:०० बजे स्वेच्छा से उपस्थित निविदादाताओं के समक्ष निविदा समिति द्वारा खोली जायेगी। किसी परिवर्तन, संसोधन एवं अतिरिक्त सूचनाओं के लिए उक्त वेबसाईट देखते रहे।

वित्त अधिकारी

## GENERAL CONDITIONS OF CONTRACT

- (1) The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Ch. Charan Singh University, Meerut and the contractor, together with the documents referred to therein, including these conditions, the specifications, design, drawings and instruction issue from time to time by the Engineer-In charge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.
- (2) In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them.
  - (a) The 'Works' or 'Work' shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the works by, or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered substituted or additional.
  - (b) The 'Site' shall mean the land and/or other places on, into or through which work is to be executed under the contract, or any adjacent land, path or street, through which work is to be executed under the contract, or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - (c) The 'Contractor' shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individuals or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual or firm or company.
  - (d) The Vice-Chancellor shall mean the Vice-Chancellor of Ch. Charan Singh University, Meerut his successors or assigns
  - (e) The 'Engineer-Incharge' shall mean the Engineer, who shall supervise and be Incharge of the work.
  - (f) The 'University' shall mean the Ch. Charan Singh University, Meerut.
  - (g) 'Finance Controller' mean the Finance Controller of the Ch. Charan Singh University, Meerut.
  - (h) 'Registrar' mean the Registrar of the Ch. Charan Singh University, Meerut.
  - (i) The 'Estimated Cost' shall mean the cost of the work or work as estimated on the basis of the tendered rate or rates agreed to between the parties to the contract.
  - (j) The 'Department' shall mean the Engineering Section of the Ch. Charan Singh University, Meerut.

Words imparting the singular number include the plural number & vice versa.

**3. SECURITY DEPOSIT :-** The amount of the security money shall if not with held on account of breach of contract, be refunded after 12 months of the date of the completion of the work after payment of the final bill, whichever is later. Provided that incase the payment of the final bill is not made with 12 months of the completion of the work 75% of the amount of the security money can be refunded.

**4. COMPENSATION FOR DELAY :-** 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 proceeded with all due diligence (time being deemed on be the essence of the contract on the part of contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Vice-Chancellor (Whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. Provided that before taking



action under this clause the officer accepting the contract on behalf of the University, shall give a notice of 15 days in writing to the contractor and provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed the maximum amount of security as specified in Clause -3

## **5. ACTION WHEN WHOLE OF SECURITY DEPOSIT FOR FETTED**

- (1) The officer accepting the contract on behalf of the University or the Engineer-Incharge shall have the power, without prejudice to have right against the contractor in any respect of any delay or inferior work men IS ship or otherwise or to any breaches of the contract and without prejudice of 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, to determine the contract in any of the following cases:
  - (a) If the contractor having been given by the Engineer-Incharge a notice in writing (which notice under the hand of the Engineer-Incharge shall be conclusive evidence) to rectify reconstruct or replace any defective work and work damaged by and person what so ever or the work is being perform in any inefficient or other wise improper or unworkman like manner, shall on to comply with the requirements or such notice for a period of seven days such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Enginee-in-charge (which shall be fie and blinding ) he will be unable to secure the completion of the work by the day of completion or he has already failed to complete the work by that date. Or any work damaged by any reason what so ever of the work is being performed, in any inefficient or other wise improper of unworman like manner, shall omit to comply with the requirements or such notice of or a period of seven days of such notice of if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-In-charge(which shall be final and binding) he will be unable to secure to secure completion of the date of completion or he has already failed to complete the work by that date.
  - (b) If the contractor being a company shall pass a resolution or the Court shall make an order that the company shall be would up or if a receiver or 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 manger or which entitle the court to make a winding up order.
  - (c) If the contractor commits breach of any of the terms and condition of this contract other than those mentioned in sub clause (a) above.
  - (d) If the contractor commits breach of any acts mentioned in clause 19 hereof.
- (2) When the contractor has made him liable for action under any of the cases afore said the officer accepting the contract on behalf of the University of the Engineer-In-charge shall have powers to adopt any one or more of following courses as he may deem best suited to the interest of University.
  - i) To determine of rescind the contract as aforesaid (of which termination of rescission notice in writing the contractor under the hand of the Engineer-in- charge shall be conclusive evidence). Upon such determination of rescission the security deposit of the contractor shall be liable to be for feited and shall be absolutely at the disposal of the University.
  - ii) To employ labour paid by the University and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-Incharge as the value of the work done shall be final and conclusive against the contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the University are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
  - iii) After giving notice to the contractor the measure up the work of the executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be from any money due the him by the University under this contract of on any other account whatsoever or from his security deposit of the proceeds of sales there of or a sufficient part there of as the case may be.
- (3) In the event of any one or more of the courses mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any less sustained by him by reason of his having purchased or procured any materials entered into and engagements' or made any advances on account or with a view, to the execution of the work or the performance of contract. And in case

action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be any sum for any work therefore actually performed under this contract unless and the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect and he shall only be entitled to be paid the value so certified.

**CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE-4 POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT**

In any case in which any of the powers conferred upon the office accepting the contract on behalf of the University of the Engineer-in-charge by clause (3) hereby shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any future case or default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected, In the event of the Engineer-in-charge putting in force all or of the powers vested in him under the preceding clause, Engineer-in-charge may if he so desires take possession of all or any tools, plants, materials or stores, in or upon the works or the site hereof 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, at the contract rates in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final, otherwise the Engineer-in-charge may by notice in writing to the contractor or his clerk of the works, or any other authorized agent require him to remove such tools, plants, 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 Engineer-in-charge may remove at the contractor's expense or sell them by auction or private sale on the account of the contractor at his risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

**EXTENSION OF TIME CLAUSE-5**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution, or any other ground, he shall apply in writing to the officer accepting the contract on behalf of the University through the Engineer-in-charge and a copy therefore is sent to the Engineer-in-charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Finance Officers accepting the contract on behalf of the University shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time if any, as may in his opinion, be necessary or proper. If the contractor continues to perform the work beyond the date of completion of the extended date, as the case may be, without obtaining approval for extension as aforesaid the right of the University to claim compensation under clause (3) shall not be deemed to have been waived.

**FINAL CERTIFICATE CLAUSE-6**

On completion of the work the contractor shall send a notice to the Engineer-in-charge giving the date of completion. The contractor shall request the Engineer-in-charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site of work all scaffolding, surplus materials and rubbish, and cleared off the dirt from all wood work, doors windows, walls, floor or other parts of any building in or upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution, including filling of pits. If the contractor fails to comply with the requirements of this clause on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials, and the rubbish and dispose of the same as he thinks fit, and clean off such dirt fill the pits as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have to claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof on completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of measurements by the subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such re-measurements shall be binding on the contractor. Within ten days of the receipt of the notice the Engineer-in-charge shall inspect the work and if there is visibly no defect on the face of the work, shall

give the contractor a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, it shall be mentioned in the certificate so granted. If on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of the visible defects. The final certificate to completion of work shall be given after the visible defects. The Final certificate to completion of work shall be given after the visible defects pointed out above have been removed.

**PAYMENTS ON INTERMEDIATE CERTIFICATE TO BE REGARDED ADVANCES CLAUSE-7**

Intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and re-constructed, or re-erected or it shall not be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-in-charge under the 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 as far as possible within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months of the submission of the such bill.

**BILLS TO BE SUBMITTED BY CONTRACTOR CLAUSE-8**

In the interest of the work, the contractor can submit one or more bills every month or the or the date fixed by the Engineer-In-Charge. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-In-charge may get the said work measured. The bill may be prepared on the basis of these measurements which shall be binding on the contractor in all respects.

**CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE DEPTT. CLAUSE-9**

Before taking any measurement of any work as has been referred to in clause-6,7 and 8, here of the Engineer-in-charge or subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the time of 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 Engineer-in-charge then and in any such event the measurements taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall not with standing the provision in clause 8 be final and binding on the contractor and the contractor shall have no right to dispute the same.

**BILLS TO BE ON PRINTED FORMS CLAUSE-10**

The contractor shall submit all bills on the printed forms to be had on application from the office of the Engineer-in-charge and charge in bill shall 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 here in after provided for such work.

The contractor shall use the materials supplied by the University from time to time for the purpose of the contract only and the value of the full quantity of material, and stores so supplied at the rates specified in the schedule or memorandum may be set off or deducted from any sums then due, or there to become due, to the contractor under the contract or otherwise, or against, from the security deposit, It shall be the responsibility of the contractor to ascertain from time to time from the Engineer-in-charge about the position of available of the materials as aforementioned and any delay on the part Engineer-in-charge to arrange supplied of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractor shall be granted reasonable extension of time all materials supplied to the contractor are the property of the contractor, but shall not no any account be removed from the work, except with the written permission of the finance officer or Engineer-in-charge and shall at all times be open to inspection by the Engineer-in-charge any such materials unused and in perfectly good condition at the time of the completion of determination of the contract may be taken over by University the prevailing market rates, provided that the price allowed shall not exceed the amount charged to the contractor.

**WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWINGS, ORDERS ETC CLAUSE-12**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect strict accordance with the specifications. The contractor also confirm exactly fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Engineer-in-charge and lodged his office, and to which the contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the contractor shall be furnished free of charge on a copy of the specifications and of all such designs drawing and instruction/as are not included in the detailed P.W.D. specification for buildings and roads enforced from time to time or any other printed publications or general specification referred to elsewhere in the contract.

#### **ALTERATIONS IN SPECIFICATIONS AND DESIGNS CLAUSE-13**

The Engineer-in-charge shall have power to make any alteration in-commissions form, additions to or substitutions for the original specifications, drawing 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 signed by the Engineer-in-charge, and such alterations, omissions, additions, or substitutions, shall not invalidate the contraction and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as 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 proportion that the later additional or substituted work bears to the original contraction work, and the certificate of the Engineer-in-charge shall be conclusive as to sum proportion. The rates for such additional altered or substituted work under the clause shall be worked out in accordance with the following provisions in the respective order.

#### **EXTENSION OF TIME IN CONSEQUENCE OF ALTERATION**

- i) If the rates for the additional, altered or substituted work are specified in the contract for the work the contractor is bound to carry out the additional, alteration or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for altered, additional or substituted work are not specified in the contract for the work, then the rates for such work shall be worked out on the basis of the P.W.D. Schedule of rates (on which the estimate was prepared) minimum or plus the percentage which the total tendered amount bears to the estimated come on the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the schedule of rates, the rate for such part of parts will be determined by Engineer-in-charge on the basis of the prevailing market rate when the work was done.

But under no circumstances the contractor shall suspend the work on the plea no settlement or rates of items, falling under this clause.

The Finance Officer whose decision shall be final shall approve the rates under these sub-clauses.

#### **NOCOMPENSATION FOR ALTERATION OR RESTRICTION OF WORK TO BE CARRIED OUT CLAUSE-14**

If at any time after the commencement of the work the Ch. Charan Singh University, Meerut of finance officer shall for reason whatsoever not required it the whole thereof as specified in the tender to be 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 or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not drive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for any profit or advantage, which he might have derived from the execution of the work in full, but which he did not drive 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 instruction which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured material with a view to the execution of the work or the performance of the contract. But the Engineer-in-charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work and no pay to the contractor the actual cost thereof (of the amount of which cost, a certificate by the Engineer-in-charge shall be binding on the contractor) In the event of this option not being exercise the contractor may submit to the engineer-in-charge, within one month of the date of the order closing down the work a detailed statement

of the loss that he estimates he will sustain by removing, selling or otherwise disposition of the materials. The decision of the Vice-Chancellor shall be final and binding on the contractor.

#### **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK CLAUSE-15**

If it shall appear to the Engineer-in-charge of his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with material 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 in accordance with the contract, the contractor shall, on demand in writing from the Engineer-in-charge specifying the work, material or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials or articles so specified and provide other 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 then the contractor shall be liable to pay compensation at the rate of one percent 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 re-execute the work or remove and replace with other the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. University shall have the right to accept at reduced rate, sub standard or defective work.

#### **ACCEPTANCE OF SUB-STANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK CLAUSE-16**

Provided that the sub-standard or defective work accepted is not considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the University and such reduction is binding on the contractor.

#### **WORK TO BE OPEN TO INSPECTION CLAUSE-17 CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT**

All works under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, The contractor or his authorized representative be present at site of work to receive orders and instructions, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

#### **CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTION FOR SIX MONTHS AFTER CERTIFICATE CLAUSE-18**

If the contractor or his work people or servants shall break, deface, injure or destroy any part of building on or in which they may be working, or any building, road, fence, enclosure of grass land or cultivated ground contiguous to shall happen to the work while in progress from any cause whatever, or any defect, shrinkage or other faults appear in it within six months after a certificate final or otherwise 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 (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then or at any time thereafter, become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof or in any other manner, legally permissible.

#### **WORK NOT TO BE SUBLET CLAUSE-19**

The finance Officer may rescind the contract if the contract is assigned or sub let & the security deposit of the contractor shall be forfeited.

#### **CAUSE-20**

The contractor shall comply with all laws as applicable at the site of the work.

#### **CHANGED IN CONSTITUTION OF FIRM CLAUSE-21 WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE CLAUSE-22**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge for the time being, who shall be entitled to direct for the time being. Who 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.

### **PROTESTS CLAUSE-23**

- (a) If the contractor considers any work demanded of him to be outside the requirement of contract, or considers any record or ruling of the Engineer-in-charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing for written instruction or decisions, where upon he shall proceed without delay to perform the work or conform to the record or ruling and within twenty days after date of receipt of the written instructions or decisions, he shall file a written protest with the Engineer-in-charge, stating clearly and in detail the basis of his objections, Except for such protests or objections, as are made on record in the manner herein specified, and within the time limit stated, the records, rulings, instructions or decisions of the Engineer-in-charge shall be final and conclusive, instructions and/ or decisions of the Engineer-in-charge contained in letters transmitting drawings to the contractor shall be considered as written instructions or decisions, subject to protest or objections as wherein provided.
- (b) If the contractor is dissatisfied with the final decision of the Engineer-in-charge in pursuance of clause 23(a) the contractor may within twenty days after receiving notice of such decision give notice in writing requiring that matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at issue. If the contractor fails to give such notice within the period of twenty days as stipulated above, the decision of the Engineer-in-charge shall be conclusive and binding on the contractor.
- (c) Except where otherwise provided in the contract all questions and disputes relating to meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification estimates, instructions orders on these conditions or otherwise concerning the works or the execution or failure to execute to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Vice-Chancellor he will be the sole arbitrator and his decision will be deemed to be final.

### **ACTION WHERE NO SPECIFICATION IS GIVEN CLAUSE-24**

In the case of any class of work for which there is no specification in the contract such work shall be carried out in accordance with the instructions and requirements of the Engineer-in-charge.

### **CLAUSE-25**

- (i) In every case in which by virtue of the provisions of section 12 sub-section (i) of the workmen's compensation act, 1923, University is obliged to pay compensation to workman employed of the contractor or by any sub-contractor from him in the execution of the said work, University will recover from the contractor 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 at liberty to recover such amount or any part thereof by deduction either from the security deposited by the contractor to his credit under clause 1 of these conditions or from any other sum due to University from the contractor whether under this contract or otherwise.
- (ii) University shall not be bound to contest any claim made against it under section 12, sub-section (10) of the said Act except on the written request of the contractor and upon his giving to University full security for all costs for which University might become liable in consequence of contesting the claim.

### **CLAUSE-26**

All taxes shall be paid by the contractor. The contractor's rate will be deemed for the complete items in all, respect. No Claim due to increase in rates of materials. Labor and taxes either due to market fluctuations or rates revised by Government or any other reasons shall be entertained.

ENGINEER-INCHARGE