

**BHARATI COLLEGE  
(UNIVERSITY OF DELHI)  
C-4, JANAKPURI, NEW DELHI-58**

F.NO: BC/ADMIN/ROAD&ALLIEDWORKS/2019/

Dated: 04/09/2019

**NOTICE INVITING E-TENDER FOR  
ROAD CONSTRUCTION, TOILET REPAIR & PARAPET WALL REPAIR  
WORKS OF BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058.**

Online e-tenders are invited on behalf of the Principal, Bharati College, University of Delhi from the following construction companied / contractors for construction of road, toilet repair & parapet repair works at Bharati College Campus at C-4, Janak Puri, New Delhi-110058-:

2. The complete set of tender document can be downloaded from the website link <http://eprocure.gov.in> & [www.du.ac.in](http://www.du.ac.in) & [www.bharaticollege.org](http://www.bharaticollege.org) the filled-in tender forms should be applied through online at <http://eprocure.gov.in>.
3. Approximate cost of the Tender:- 112 Lakh.
4. Time for work completion: 210 days from the 7<sup>th</sup> day of issue of letter of Intent.
5. Manual tender application will NOT be entertained.
6. The technical bids will be opened first and financial bids of technically qualified bidders only in the presence of the Purchase Committee.
7. Critical Dates:

	<b><u>DATE</u></b>
Published Date	04.09.2019
Bid Document Download	05.09.2019
Bid clarification start date	05.09.2019
Bid clarification end date	26.09.2019
Bid Submission Start Date	05.09.2019
Bid Submission End Date	26.09.2019
Technical Bid Opening Date	30.09.2019
Financial Bid Opening date	07.10.2019

8. In the event of any of the above mentioned dates being subsequently declared as a closed holiday for this office, the tenders will be opened on the next working day at the scheduled time.

9. It is suggested that the prospective Bidders shall monitor the <http://eprocure.gov.in/> / [www.du.ac.in/](http://www.du.ac.in/) / [www.bharaticollege.org](http://www.bharaticollege.org) website constantly for any changes / updates.

10. The Principal, Bharati College, C-4, Janak Puri, New Delhi-110058 reserves the right to accept or reject any or all tenders without assigning any reasons.

**Offtg. Principal  
Bharati College**

**BHARATI COLLEGE  
(UNIVERSITY OF DELHI)  
C-4, JANAKPURI, NEW DELHI-58**

---

**NOTICE INVITING E-TENDER FOR  
ROAD CONSTRUCTION, TOILET REPAIR & PARAPET WALL REPAIR  
WORKS OF BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058.**

**1. GENERAL TERMS AND CONDITIONS:**

Interested bidders may download the tender enquiry documents and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app> and bid online through the portal [www.eprocure.gov.in](http://www.eprocure.gov.in). The bids are invited in a two bid system (Technical and Financial) from reputed firms and are required to be submitted in two parts, namely, (1) Technical Bid and (2) Financial Bid. The Financial Bid should be valid for 180 days from the date of opening of the Tender. Incomplete bid documents shall be rejected.

**2. EARNEST MONEY DEPOSIT (EMD)& TENDER FEES:**

Earnest Money Deposit (EMD) for Rs.2,23,000/- (Rupees two lakh twenty three thousand only) & Tender fees of Rs. 3,000/- (rupees three thousand only) in the form of Demand Draft drawn in favor of “Principal, Bharati College” payable at Delhi must reach by hand or through registered post to the address at “The Principal, Bharati College, University of Delhi, C-4, Janakpuri, New Delhi-110058 on or before the scheduled opening of the technical bid. The EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexure are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit / EMD of successful bidder will be returned on receipt of performance bank guarantee as mentioned below. However the firms are in possession of valid and eligible exemption certificate issued by the Ministry of Micro, Small & Medium Enterprises/NSIC Certificate are exempted from furnishing the said Earnest Money Deposit.

**3. BID OPENING PROCEDURE:**

The Technical Bids will be opened by a committee nominated by the Competent Authority from [www.eprocure.gov.in](http://www.eprocure.gov.in) website. The Financial Bids of such of those Bidders, who have qualified in the Technical Bid stage by the Evaluation Committee, will be taken up for after finalization of the Technical Bid opening process. L-1 Bidder will be selected by the system automatically.

**4. RIGHT OF ACCEPTANCE:**

The Principal, Bharati College reserves the right to accept or reject any bid and to annual the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the affected Bidder(s) of the grounds for such action. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render bids liable for rejection. In case of any failure to comply with the provisions of the terms & conditions mentioned by the bidder that has been awarded the contract, the Competent Authority reserves the right to award the contract to the next eligible bidder and the performance guarantee will be forfeited.

## **5. COMMUNICATION OF ACCEPTANCE:**

Successful Bidder will be informed of the acceptance of their bids through email /speed post.

## **6. PENALTY:**

In case of breach of any conditions of the contract and for all type of losses caused during the currency of the Contract, the successful bidder to whom the work order has been awarded shall fully indemnify the Office of the Principal, Bharati College, Delhi for all types of losses in cases of negligence's in performing duties, as stipulated herein the Annexure. In such cases, this office shall make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Principal, Bharati College.

## **7. CONTRACT PERIOD:**

The contract between the Principal, Bharati College, Delhi and successful bidder shall be valid for a period of 180 days from the date of acceptance of road works contract by the successful bidder.

## **8. SETTLEMENT OF DISPUTES AND DIFFERENCES:**

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Tender / Contract, or the breach, termination, effect, validity, interpretation or application of this Tender / Contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Principal, (Bharati College) or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

## **9. SCOPE OF WORK:**

The scope of work or works shall be as per items in BOQ, unless there be something either in the subject or context repugnant to such as Road works .

The site shall means the complete road on the land under BHARATI COLLEGE SITUATED AT C-4, JANAK PURI, NEW DELHI-110058 into or through which work is to be executed under the contract or any adjacent land, area or common paths through which work is to be executed under the contract or any adjacent land, area or common paths which may be allotted or used for the purpose of carrying out the contract.

Schedule(s) referred to in these conditions shall mean the relevant schedule(s).

Tendered Value means the value of the entire work as stipulated in the letter of award of work.

**The work will be awarded in phases as per site availability and road work may be curtailed to 50% of the total work by College subject to availability of funds for which the contractor cannot make any excuses in execution of the remaining work and also college will not be held responsible for any losses occurred to contractor due to any quantity deviation caused by the same.**

**OFFTG. PRINCIPAL  
BHARATI COLLEGE**

**LIST OF ANNEXURES:**

- i. Annexure –A - Technical Bid – Eligibility**
- ii. Annexure – B - Qualifying Bid Document**

**TECHNICAL BID - ELIGIBILITY CRITERIA**

a) Experience of having timely & successfully completed similar works viz., road construction works, toilet (repair or new work) & allied civil works in govt. sector / PSU's during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-

[1] Two similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

[2] One similar completed work costing not less than the amount equal to 80% of the estimated cost.

b) Should not have been blacklisted by any PSU / Govt. Department (a self certification is required)

c) The Bidder company/firm should have at least one branch offices(s) in Delhi/NCR for 100% support services. Documentary proof need to be submitted for office address.

d) PAN, TIN & GST Numbers should be a mandatory requirement for all bidders and it should be clearly mentioned in tender documents.

e) Average financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 80% of the estimated cost.

f) Defect Liability and free maintenance period shall be twelve months from the date of virtual completion of the works.

***Supporting document(s) to be enclosed for above or else bids will be rejected.***

**OFFTG. PRINCIPAL  
BHARATI COLLEGE**

## ANNEXURE - B

QUALIFYING BID DOCUMENT

<b>S.No.</b>	<b>Description</b>	<b>To be filled by the bidder</b>
1.	Name & address of the Firm/Company	
2.	Name & Designation of the authorized person submitting the Bid.	
3.	Companies specifically into execution of road works. Proof to be submitted.	
4.	Tel. No.	
5.	E-mail	
6.	Number of years of experience in doing similar business.	
7.	Experience of having timely & successfully completed similar works viz., road construction works, toilet (repair or new work) & allied civil works in govt. sector / PSU's during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following-: Two similar completed works costing not less than the amount equal to 40% of the estimated cost or One similar completed works costing not less than the amount equal to 80% of the estimated cost.	
8.	PAN No. and IT returns for the last three financial years to be uploaded).	
9.	GST Registration No.	
10.	Details of EMD and tender fees.	EMD DD No. _____ Date: _____ Tender fees DD No. _____ Date: _____
11.	Signed copy of the NIT documents. (TO BE UPLOADED)	
12.	The Bidder company/firm should have at least one branch offices(s) in Delhi/NCR for 100% support services. Documentary proof need to be submitted for office address.	
13.	Should not have been blacklisted by any PSU / Govt. Department.	

**DECLARATION**

I/we hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I/we understand that in case any deviation is found in the above statement at any stage, I/we will be blacklisted; performance bank guarantee will be forfeited and will not qualify to have any dealing with the department in future.

(Signature of authorized signatory with Name, stamp & date)



**General note :**

1. Tenderer signing the Tender should in case of firm clearly specify whether they are signing as (a) Sole proprietor (b) Partner (c) Under the owner of attorney (d) Director, Manager or Secretary etc. as the case may be. Copies of the documents authorizing the Tenderers signing the Tenders on behalf of such companies firms or persons should be attached with the Tender.
2. There should be no over writing/correction in schedule of rates. If any, that must be initialed. Conditional Tenders are also liable to be rejected. The rates must be inclusive of all taxes including GST, octroi, carriage and local charges etc.
3. The work will be awarded in phases as per site availability and work may possibly be reduced to 50% for which the contractor cannot make any excuses in execution of the remaining work and also college will not be held responsible for any losses occurred to contractor due to any deviation caused by the same.
4. If any Tenderer withdraws before the final acceptance of the Tender or if any fails to deposit the security as prescribed, with in stipulated period the earnest money of the Tenderer is liable to be forfeited.
5. The Principal, Bharati College reserves the right to reject/accept any Tender or Tenders without assigning any reason thereof and may or may not accept the lowest or any of the Tender as the authority to accept the Tender rests with the Principal, Bharati College. He further reserves the right to accept all for any Tender in part/parts.
6. The Principal, Bharati College will not be liable to pay any interest on the earnest money or security deposit, which remains in its custody.
7. The Principal, Bharati college also reserves the right to forfeit the earnest money and the security deposit, if after the acceptance of the Tender, the successful Tenderer, fails to comply with any of the terms & condition set out in agreements which may be drawn up as a consequence of the acceptance of the Tender, In such cases, the right to cancel the Tender/contract is also retained by the College and the decision of the Principal, Bharati College (including forfeiture of the earnest Money/Security deposit) will be final and binding.
8. TDS will be recovered on the Gross amount payable for the work done as applicable from time to time.
9. If there is any dispute in the interpretation of any clause/clauses in the terms & condition of the contract or in case of any other dispute, the matter will be referred to the sole arbitrator nominated by Principal, Bharati College whose decision in this regard will be final & binding to both the parties.
10. If the contractor refuses to accept the work order for any specified work or fails to give the specified output, College reserves the right to get work done by other agency/contractor even at higher rates and difference of the cost will be deducted from the contractor's pending bills or security along with penalty, as the case may be.
11. The contractor shall receive all letters addressed to him by Principal, Bharati College either personally or through his authorized person failing which letters will be posted to

him. Department will not be responsible for non-receipt of letters & contents of such letters shall be binding on the contractor as if these letters have been received by him on the date of posting.

12. The work will be done as per directions/specification given by the concerned. All works should be done as per tender specifications and list of makes provided in the technical bid.
13. Work at site should be commenced within 7 days from the date of issue of letter of Intent.
14. The work should be completed within 210 days from the 7<sup>th</sup> day of issue of letter of Intent.
15. Minimum value of work for running bills is Rupees sixteen lakhs and the same shall be honored within 15 days from the date of issue of certificate of payments by the Architect.
16. Any attempt direct or indirect on the part of the Tenderer to influence by any means for the acceptance of a particular Tender will render the Tender liable to exclusion from consideration.
17. Next working day shall be applicable in case there happens to be a holiday on any of the dates above for sale and receipt of the Tenders.
18. Incomplete Tender, conditional Tender or Tender without earnest money is not likely to be considered.
19. In unavoidable circumstances like war, Civil Commotion, Fires, Floods Strikes or lock outs either party can intimate within 21 days of occurrence and upto 60 days on option to terminate the contract.
20. The contractor will be responsible & liable to make good any losses, which may be caused to the Deptt. or/and other agency due to negligence of the contractor and of his any employees.

**OFFTG. PRINCIPAL  
BHARATI COLLEGE**

**ROADCONSTRUCTION WORKS, TOILET REPAIRS & PARAPET REPAIR  
WORKS OF BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058.**

**(TECHNICAL BID)**

**Architects**

**M/s SPACE ACE**

**ARCHITECTS & INTERIOR DESIGNERS**

**V-20A/05 DLF CITY-III, GURGAON,  
HARYANA - 122002**

**TEL. PH. No. :- 0124-4106618**

**Email: [spaceace.india@gmail.com](mailto:spaceace.india@gmail.com)**

Dated: \_\_\_\_\_

**ROAD CONSTRUCTION WORKS, TOILET REPAIRS & PARAPET REPAIR  
WORKS OF BHARATI COLLEGE, AT C-4, JANAK PURI, NEW DELHI-110058.**

<b>S.NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO</b>
1	NOTICE INVITING E-TENDERS	1-10
2	CONTENTS	11-12
3	DETAILS OF TENDER	13-14
4	SUMMARY OF SALIENT FEATURES	15-16
5	NOTICE TO CONTRACTORS	17-18
6	LETTER INVITING TENDER	19
7	STANDARD TENDER OFFER	20-22
8	INSTRUCTIONS TO TENDERERS	23-27
9	GENERAL CONDITIONS OF CONTRACT	28-44
10	SPECIAL CONDITIONS OF THE CONTRACT	45-62
11	SPECIAL CONDITIONS FOR CEMENT & STEEL	63-64
12	QUALITY ASSURANCE OF THE WORK	65-66
13	GENERAL CONDITIONS TO PREVENT AIR POLLUTION	67
18	ARTICLES OF AGREEMENT	68-80

**SECTION- I: DETAILS OF TENDER**

1	Details of work to be done	ROAD CONSTRUCTION WORKS, TOILET REPAIRS & PARAPET REPAIR WORKS
2	Form of contract	Item rate tender
3	Earnest money (Refundable)	Rs 2,23,000/- in form of demand draft in favor of the "Principal, Bharati College" Payable at New Delhi in a Separate Sealed Envelope.
4	Cost of tender documents (Non refundable):	Rs. 3,000/- in form of demand draft in favor of the "Principal, Bharati College" Payable at New Delhi in a Separate Sealed Envelope.
5	Period of contract / time of completion	210 Days
6	Last date and time for Receiving of sealed tender	26/09/2019 by 3.30PM Interested bidders may download the tender enquiry documents and submit their tenders online at Central Public Procurement Portal website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and bid online through the portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .
7	Place and date of opening	Same as above 30/09/2019 10.00PM ( technical Bid ) 07/10/2019 10.00 PM ( financial bid of technically qualified bidders only)
8	<b>Eligibility Criteria</b>	<p>Experience of having timely &amp; successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>[1] Two similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>[2] One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>a. At least 3 year experience in doing similar business viz., road construction works, toilet (repair or new work) &amp; allied civil works in govt. sector / PSU's.</p> <p>a) Should not have been blacklisted by any PSU / Govt. Department (a self certification is required)</p> <p>b) The Bidder company/firm should have at least one branch offices(s) in Delhi/NCR for 100% support services. Documentary</p>

		<p>proof need to be submitted for office address.</p> <p>c) PAN, TIN &amp; GST Numbers should be a mandatory requirement for all bidders and it should be clearly mentioned in tender documents.</p> <p>d) Average financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 80% of the estimated cost.</p> <p>e) Defect Liability and free maintenance period shall be twelve months from the date of virtual completion of the works.</p> <p><b><i>Supporting document(s) to be enclosed for above or else bids will be rejected.</i></b></p>
--	--	--

**SECTION- II:SUMMARY OF SALIENT FEATURES**

1	Type of Contract	Item rate basis
2	Validity of offer	210 days from the last date of submission of bid.
3	Earnest Money Deposit (Refundable)	Rs. 2,23,000/- by demand draft only drawn in favor of the “Principal Bharati College” Payable at New Delhi in a separate sealed envelope.
4	Cost of tender documents (Non refundable)	Rs. 3,000/- by demand draft only drawn in favor of the “Principal Bharati College” Payable at New Delhi in a separate sealed envelope.
5	Date of commencement of work at site	Within 7 days from the date of issue of letter Intent.
6	Mobilization advance	No mobilization advance will be paid.
7	Period of completion	210 days from the 7 <sup>th</sup> day of issue of letter of Intent.
8	Minimum value of work for running bills	Rs. 16.0 lakhs
9	Interim Payments	ONCE IN THIRTY DAYS
10	Period of honoring of certificates	15 days from the date of issue of certificate of payments by the Architect.
11	Retention Money	10% to be retained from each R/A bill.
12	Defect Liability period	12 months from the date of issue of virtual Completion certificate by the Architect.
13	Liquidated Damages	0.5% per week or part there of subject to the max of 10% of total contract price.
14	Language for communication	English
15	Insurance, Custom Duties & taxes, work contract tax, sales tax, service tax.	To be provided and paid by contractor (price quoted to include all taxes)
16	Assignment &Subletting	Not allowed
17	Rates of B.O.Q's items	To be quoted all inclusive and including all taxes, GST, charges, surcharges, cess etc. i.e., net to the

		College.
18	Period of submitting final bill by contractor	One month from the date of virtual completion.
19	Labour Cess	1% of contract value will be deducted by Bharati College as labor Cess payable to Delhi Government.
20	Water charges	0.50% of the total project cost shall be deducted towards water charges from contractor's final bill.
21	Electricity charges	0.50% of the total project cost shall be deducted towards electricity charges from contractor's final bill.
22	Signing of Agreement	Within seven days of the issue of letter of intent/work order.
23	Income tax deduction	At prevailing rate from each running bill.

Signed this \_\_\_\_\_ dated \_\_\_\_\_ 2019

Signature of contractor  
with date and seal



**SECTION – III: NOTICE TO CONTRACTORS**

M/s \_\_\_\_\_

**SUB :ROAD CONSTRUCTION WORK, TOILET REPAIRS & PARAPET REPAIR WORKS OF BHARATI COLLEGE, AT C-4, JANAK PURI, NEW DELHI-110058.**

Dear Sir,

1. The Bharati College, New Delhi takes the pleasure in inviting you to tender for the aforesaid work,
2. Sealed tender should be addressed to **The Principal, Bharati College at C-4, Janak Puri, New Delhi-110058.**
3. The tenders are required to submit their offer in sealed packet.
4. The clarification on technical issues, if any, may be obtained from the architect, M/s SPACE ACE, V-20A/05, DLF- City- III, Gurgaon, Haryana- 122002 Phone no 0124-4106618 on any working day during normal working hours.
5. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work acquaint himself with all local conditions and matters pertaining thereto.
6. Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with all the conditions/specifications, as laid down. Any tender with any of the document not so signed may be rejected.
7. Any additions and alternations made filling the tender must be attested by initial of the tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No request, advice or any change in rates or conditions after submission of the tender will be entertained.
8. The tenderers shall deposit with Bharati College payable at Delhi Rs 2,23,000/- by Demand Draft only from any of the scheduled bank in favor of the “Principal Bharati College” as the Earnest Money. The EMD of the unsuccessful tenderers will be returned without any interest within 30 days, after a decision is taken regarding the award of the Contract. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall stand rejected. It may be noted that conditional Tender may be liable to be rejected. The EMD of the Tenderer shall be forfeited in the following circumstances:-
9.
  - (i) the Tenderer withdraws his bid;
  - (ii) the tenderer either fails to start the work within a period of 7 calendar days or fails to execute the agreement within 15 days after the receipt of letter of acceptance of tender or the Letter of intent;
  - (iii) the Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

- (iv) any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.

EMD of successful tenderer(s) shall be refunded to the successful Tenderer on receipt of Performance Security. If desired by the successful Tenderer in writing, the EMD may be converted into the Performance security and balance amount shall be deposited by him to complete the Performance Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Tenderer including warranty obligations.

10. Within 7 (working) days of the receipt of intimation from the Bharati College of the acceptance of his/their tender, the successful tenderers shall be bound to implement the Contract by signing agreement in accordance with the terms and conditions of the contract attaching herewith, but the work order or the written acceptance by the Bharati College of tender will constitute a binding agreement between the Bharati College and the Contractors so tendering whether such formal contract is or not subsequently entered into.
11. All compensations or other monies payable by the Contractor to Bharati College under the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention money being reduced by reason of- any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his retention money. [A1]

In case, where the same item of work is mentioned at more than one place in the Schedule of quantities the lowest of the rates quoted by the Contractor for the item shall be taken for the payment of that item.

12. Time is the essence of the Contract. The work should be completed in 210 days by the Contractor from 7th day of issue of letter of Intent to commence the work. Tenders shall not claim any extension of time. However, the Bharati College to its sole discretion may extend the time for completion of work.
13. The contractor fails to complete the work by the schedule date of completion or within any sanctioned extended time, he will have to pay liquidated damages for the period that work remains incomplete as per the relevant clause.
14. The quantities contained in the Schedule are only approximate. The work as actually carried out and done will be measure up from time to time, for which payment will be made subject to the terms and conditions of the Contract.
15. The work will be awarded in phases as per site availability and work may possibly be reduced to 50% for which the contractor cannot make any excuses in execution of the remaining work and also college will not be held responsible for any losses occurred to contractor due to any deviation caused by the same.
16. Tender shall be valid for period of one hundred and eighty days (**180 days**) from the last date of submission of bid to Bharati College. However, Bharati College is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so. The along with their tender.

**The Principal,**  
Bharati College  
C-4, Janak Puri, New Delhi-110058.

**SECTION – IV: LETTER INVITING TENDER**

To,

---

**SUB: ROAD CONSTRUCTION WORKS, TOILET REPAIRS & PARAPET REPAIR WORKS OF BHARATI COLLEGE AT C-4 JANAK PURI, NEW DELHI-110058.**

Dear Sir,

**A. Sealed item rate tenders are invited for the subject work as detailed below:**

A copy of tender document with one set of drawings is enclosed for submitting your offer.

Name of work : ROAD CONSTRUCTIONWORKS, TOILET REPAIRS & PARAPET REPAIR WORKSOF BHARATI COLLEGE AT C-4 JANAK PURI, NEW DELHI-110058.

1. Time for completion of the work : **210 DAYS**

2. Earnest Money Deposit : Rs.2,23,000/- by demand draft in favor of “PRINCIPAL BHARATI COLLEGE, NEW DELHI only

Important: In case the contractor withdraws his offer within the validity period of the tender, the earnest money deposited along with tender shall stand forfeited.

**B. CONDITIONAL OFFER**

1. Any tenderer who proposes alterations to any of the conditions, specifications laid down in the tender documents or proposes any new conditions, whatsoever will be liable to be rejected.

2. In case any tenderers, in spite of clause 1.0 above proposes any new conditions or proposes alteration to any condition / specifications, which will have financial effect if the condition/alteration are not accepted, then at the financial effect plus or minus shall be indicated by the tenderer against each such condition/alteration proposed by the tendered for withdrawal of the condition/alteration, along with his tender offer.

No financial effect shall be considered after opening of tender.

3. Bharati College reserves the absolute right to accept / reject any or all tenders Without assigning any reason.

Kindly acknowledge the receipt of this letter with all enclosures and confirm that you will submit your order by due date.

4. The Principal, Bharati College reserves the right to increase or decrease the quantity given in the tender. The quantities and drawing given are tentative and can vary and Change as per working drawings supplied for construction/furnishing.

**The Principal,**  
Bharati College  
C-4, Janak Puri,  
New Delhi-110058.

**SECTION – V: STANDARD TENDER OFFER**

**THE BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058**

**Item Rate Tender & Contract for Works**

**TENDER**

- 1.0 I/We have read and examined the notice inviting tender, Schedule, specifications applicable, Drawings & Designs, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. We have also visited the site and are familiar with the surroundings including applicable taxes.
- 1.2 I/We hereby tender for the execution of the work specified for by the **The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058** within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and the Conditions of contract and with such materials as are provided by and in respects in accordance with, such conditions so far as applicable.
- 1.3 I/We agree to keep the tender open for one hundred & eighty days (**180 days**) from the last date of submission of bid and not to make any modifications in its terms and conditions.
- 1.4 A sum of Rs. 2,23,000/- (Rupees two lacs twenty three thousand only) is hereby forwarded in the form of Demand Draft of a Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058 or the authorized officer in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards performance security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
- 1.5 I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Principal.
- 1.6 I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited by The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058 and the same may at the option of the competent authority on behalf of The Principal, Bharati College, C-4, Janak Puri, New Delhi-110058 be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

1.7 **Declaration –**

- i. I/We have read and understood the terms and conditions given in the Tender Document;
- ii. I/We are eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
- iii. I/We have accept and agrees to all the terms and conditions of the Tender;
- iv. I/We shall comply with all the terms and conditions of the Tender;
- v. All the information / documents provided in his bid are true to the best of my/our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and I/We shall indemnify the College for the loss caused due to the cancellation and I/We shall be liable for penal / legal action including black listing.
- vi. I/We understand that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

Dated.....

**Sign. & Stamp of Contractor**

Postal Address

**Witness:**

Address:

Occupation:

**ACCEPTANCE**

The above tender (as mentioned by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058 for a sum of Rs..... (Rupees .....

The letters referred to below shall form part of this contract Agreement:

- a)
- b)
- c)

**For & on behalf of The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058**

Dated .....

Signature/Designation.....

**SECTION-VI: INSTRUCTION TO TENDERERS**

1.0 The tenderer shall examine carefully all the tender documents consisting of:

**TECHNICAL BID**

- Invitation to Tenderers
- Instructions to Tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Special Conditions for Cement & Steel
- Quality Assurance of the work
- General Conditions to prevent Air-Pollution
- Articles of Agreement

**FINANCIAL BID**

- Schedule of Quantities

These shall form part of the agreement.

1.1 Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, suitable location for construction of godowns, stores and labour huts, the extent of leads and lifts involved in the work (over the entire duration of contract) i/c traffic restrictions, approach difficulties, restricted working area, security checks and other obstructions & local conditions, as required for satisfactory execution of the work. His rates should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the Department on this account. And no hindrance on this account shall be allowed. Ignorance of site conditions or local information shall not be considered as an excuse for non-performance of the contract. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Principal/Architect does not accept any liability whatsoever in this regard.

1.2 Time is the essence of the contract and the tenderers are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the Architects/the Principal. Tenders shall not claim any extension of time. However, the Principal to its sole discretion may extend the time for completion of work.

1.3 The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the BOQ and all the items should be totalled up in order to show the aggregate value of the entire tender. The rates quoted by the tenderer should be expressed accurately both in words and figures so that there is no discrepancy. All corrections in the tender shall be duly attested by initials of the tenderers. Corrections if not attested, may entail rejection of tender. The rates quoted by the tenderers in item rate tender will be the basis (and not the amounts in case of discrepancies) in finalizing the tender.

- 1.4 It shall be clearly understood that the rates quoted in the tender are to be for complete work at site as per instructions to tenderers, conditions of contract, special conditions of contract specifications and drawings, addenda referred to therein and also for all such works as are necessary for the proper completion of the contract although specific mention thereof may not have been made in the specifications or in drawings or in tender documents. The rates shall be firm and shall not be subject to cost escalation on account of labor and material and labor conditions or any other reason whatsoever.
- 1.5 The tenderers shall use only the form issued with this tender to fill up the rates.
- 1.6 Every page of the tender shall be signed on the **bottom of right hand side** and any tender not so completed is liable to be treated as defective and liable to be rejected.
- 1.7 The successful tenderer will be notified about the acceptance of his tender by the Bharati College and he will execute agreement within 7 (seven) days thereof, failing which his tender would be liable to rejection with forfeiture of the Earnest Money and the employer would be at Liberty to award it to another tenderer.
- 1.8 The contract will be governed by the Indian Contract Act, Indian Sale of goods Act and all other relevant laws. All payments due to the contractor under the contract will be made in Indian Rupees Currency.
- 1.9 The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work. The rates shall be inclusive of Sales Tax if applicable at New Delhi for or any other tax or duty levied by any Government or Public bodies. The rates shall be firm and shall not be subject to cost escalation of labor and material and exchange variations, labor conditions or any other conditions whatsoever.
- 1.10 A schedule of approximate quantities for various items accompanies this tender. It shall be clearly understood that neither the architect nor the College accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alterations by omission, deduction or additions at the discretion of the employer in consultation with the architect without violating the terms of the contract.
- 1.11 The College does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the specified rates without any extra charges or compensation.
- 1.12 Tax deductions will be made as per the prevailing rates from the contractors on account bills as notified by the various govt. authorities.

## **2.0 LOCATION**

The site is located at Bharati College, C-4, Janak Puri, New Delhi-110058. It is necessary for the tenderer to inspect the site to ascertain the nature of site, access thereto, location,



facilities for procurement of material and working: labor rates prevalent in the area, all matters affecting the rates and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them. Tenderers must get acquainted with proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

### **3.0 SUBMISSION OF TENDER**

- 3.1 You are request to quote strictly as per the terms and conditions, specifications, Standards given in the tender document and not to stipulate any deviations.
- 3.2 Addenda to this document if issued prior to submission of the tender must be signed and submitted along with the tender document. The tenderer should write clearly revised quantities in "Schedule of Rates" of Tender Document and should price the work based on the revised quantities when amendment for quantities are issued in addenda.
- 3.3 Tenderers must return all the documents and drawings issued to them, while submission of their tender duly stamped and signed.

### **3.4 RATES TO BE IN FIGURES AND WORD**

The tender shall quote in English both in figures as well as in words the rates and amounts tendered by him in the schedule of rates of each item in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer. The owner shall have the right to carry out arithmetical corrections and the unit rate quoted in words shall be considered for calculations and arriving at the contract sum.

### **4. CORRECTIONS OF ERASURES**

- 4.1 All corrections and alterations in the entries of tender papers should be signed in full by the tenderers. Corrections with white fluid and overwriting are not permitted.
- 4.2 Any printing or typographical errors / omission in tender document shall be referred to the architect and their interpretations regarding correction shall be final and binding on contractor.

### **5.0 TRANSFER OF TENDER DOCUMENTS**

A transfer of tender document purchased by one intending tenderer to another is not Permitted.

### **6.0 EARNEST MONEY**

- 6.1 The tenderer must pay the amount of Earnest Money as mentioned in the Letter Inviting Tender.
- 6.2 The EMD of the unsuccessful tenderers will be returned without any interest within 30 days, after a decision is taken regarding the award of the Contract.

- 6.3 EMD of successful tenderer(s) shall be refunded to the successful Tenderer on receipt of Performance Security. If desired by the successful Tenderer in writing, the EMD may be converted into the Performance security and balance amount shall be deposited by him to complete the Performance Security. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Tenderer including warranty obligations.
- 6.4 The EMD of the Tenderer shall be forfeited in the following circumstances:-
- a. the Tenderer withdraws his bid;
  - b. the tenderer either fails to start the work within a period of 7 calendar days or fails to execute the agreement within 15 days after the receipt of letter of acceptance of tender or the Letter of intent;
  - c. the Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
  - d. Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.

## **7.0 VALIDITY**

Tenders submitted by tenderers shall be remaining valid for acceptance for period of one hundred and eighty days (**180 days**) from the last date of submission of bid to the Bharati College.

## **8.0 ADDENDA**

Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the design or contract terms or specifications or quantities.

- 8.1 All addenda issued by the architect shall become part of the tender documents. Tenders shall be opened at the fixed date & timings indicated in the tender forwarding letter, in presence of those tenderes who have submitted tenders & may be present.

## **9.0 RIGHT TO ACCEPT OR REJECT TENDER**

The acceptance of a tender will rest with College who does not bind itself to accept the lowest tender and reserve to the absolute authority to reject any or all the tender received without assigning any reason reasons.

## **10.0 TIME SCHEDULE**

The time allowed for carrying out the job is (210 days) two hundred and ten days to be reckoned from the seventh day of letter of intent.

The drawings issued along with tender documents are to give fair idea of type of works and for the purpose of bidding only. Working drawings for the purpose of execution of work at site shall be issued to the successful tender only after issue of the work order.

## **11.0 PRESENTATION**

Contractors invited for negotiations shall be required to make a presentation regarding achieving quality, timely completion & safety regulations.

- 12.0 Contractor shall quote rates in full rupees, not in fractions.

### **13.0 SIGNING OF THE CONTRACT**

- 13.1 The successful tender shall be required to execute agreement on stamp paper of appropriate value in the Performa attached with this tender document within 7 (seven) days from the date of receipt of the notice of acceptance of tender or letter of intent. All cost involved therein shall be borne by the contractor. In the event of failure on the part of the successful tenderer to sign the agreement within the above-stipulated period, the earnest money will be forfeited and acceptance of the tender shall be considered as cancelled.
- 13.2 On acceptance of the tender, the tenderer shall furnish the names, addresses and work experience of his accredited representatives who would be responsible for taking instructions from the architect.

## SECTION VII - GENERAL CONDITIONS OF THE CONTRACT

### **DIRECTIONS REGARDING PROCEDURES**

In construing these conditions, specifications and Contract Agreement, the following words shall have the meaning here in assigned to them except where the subject or context otherwise requires:

- (a) **"Employer"** Shall mean **Bharati College at C-4, Janak Puri, New Delhi-110058** and shall include its legal representative/s assign/s or authorized officer.
- (b) **"Contractor/Builder"** Shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include legal personal representatives of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.
- (c) **"Architect"** Shall mean **SPACE ACE** whose registered office is situated at V-20 A/05, DLF Phase-III, Gurgaon, Haryana-122002. (and shall include his authorized representative) or in the event of his death or termination of his services by the Employer in his sole and unqualified discretion, such other person/persons as shall be provided always that no person subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decision or direction given or expressed by the Architect specified here in unless otherwise approved by the Employer.
- (d) **"Contract"** Means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of **The Principal, Bharati College at C-4, Janak Puri, New Delhi-110058** and the Contractor, together with the documents referred to there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architect and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them:

- (i) The expression **works** or **work** 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 contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- (ii) The **site** shall mean the land/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.
- (iii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s).
- (iv) **Tendered Value** means the value of the entire work as stipulated in the letter of award of work.

## 1.1 GENERAL

The work shall be carried out strictly in accordance with the drawings amplified by the specifications of materials and workmanship given hereunder. The drawings and specifications shall be taken together and shall complement each other. In case of any discrepancy, the following order of preference shall be followed:

- (a) Particular Specifications.
- (b) Drawings.
- (c) CPWD Specifications & DSR 2018.
- (d) National Building Code and Relevant IS Provisions.

In case there are no specifications for items shown on the drawings or where items are not exhaustively described, the general specifications of CPWD shall be followed for which nothing extra shall be paid. However the specification should be got approved from the Architect before commencement of work.

## 1.2 DRAWINGS AND SPECIFICATIONS

- (a) After signing the Contract, the contractor will be given free of charge three prints of all working drawings. The contractor shall make at his own expense any additional copies he requires. One copy of the drawing furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall, at all reasonable times be available for inspection and use by the Architect and his representatives any by any other person authorized by him in writing.
- (b) Such further drawings and instructions including revisions, as the Architect may furnish to the Contractor shall form part of this contract.
- (c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is started and obtain instructions of the Architect in case of any discrepancy.
- (d) The Architect with approval of the The Principal, Bharati College at C-4, Janak Puri, New Delhi-110058 shall have power and authority to supply to the Contractor from time to time during the progress of the work, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of work and the Contractor shall carry out and be bound by the same.

### **1.3 ARCHITECTS STATUS AND DECISIONS**

(a) Status:

The Architects shall have general supervision and direction of the work. He has authority on behalf of the Employer to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The architect shall be the interpreter of the conditions of contract and the judge of its performance.

(b) Decisions:

The Architect shall, within a reasonable time, make decisions on all claims of the contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion or direction of the Architects with respect to all or any of the following matters shall be referred to the Principal, (Bharati College) and decision so taken shall be final & binding to the contractor.

- i) Variation or modifications of the design.
- ii) The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
- iii) Any discrepancy in the drawings or between the drawings and or specifications.
- iv) The removal and / or re-execution of any work by the contractor.
- v) The dismissal from the work of any persons employed therein.
- vi) The opening up for inspection of any work covered up.
- vii) The amending the making good of any defects under defects liability period.
- viii) Approval of materials and workmanship.
- ix) The contractor to provide everything necessary for the proper execution of the work.

(c) Dismissal:

The contractor shall on the report of the architects immediately dismiss from the works within 24 hours any person employed by him for the above work, who may, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re-employed on the works without the permission of the Architects.

### **1.4 EXTENT OF CONTRACT**

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for

the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the any time and from time to time of the work material, failing his so doing the same may be provided by the Architect at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs 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. In no case, the employer shall be a party to any such claim/claims and the contractor shall indemnify the employer against any claim for any person on this account.

### **1.5 ASSIGNMENT OR SUB LETTING OF CONTRACT**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the employer.

### **1.6 POWER TO MAKE ALTERATIONS**

Architect shall have power to make any alterations or additions to the stipulated specifications, drawings, designs, and in instructions that may appeal to him to be necessary or, advisable during the progress of the work and the contractor shall have no claim for compensation on account of such alterations or additions. The contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Architect and such alterations shall not invalidate the contract and any additional 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 and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Architect/ The Principal, (Bharati College), shall be conclusive as to such proportions.

### **1.7 WORKS SUBJECT TO APPROVAL OF ARCHITECT**

All works to be executed under the contract shall be subject to approval of the architect 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.

### **1.8 CONTRACTORS OFFICE AND STORES**

All offices, sheds and stores required by the contractor shall be enacted at his own cost with the prior approval of The Principal, (Bharati College) or his representative and shall be dismantled and removed upon the completion of the work if so directed within 7 (seven) days of the issue of such intimation.

### **1.9 URGENT REPAIRS AND URGENT WORKS**

If by reason of any accident or failure or other event occurring to or in connection with the work or any part thereof either during the execution of the work or during the period of Guarantee, any remedial or other work or repair shall in the opinion of The Principal, (Bharati College) be urgently necessary for security and the contractor is unable or

unwillingly at once to do such work or repair, the employer may on its own get the work done/remedied/repared as the resident engineer may consider necessary. If the work or repair so done by the employer is such, which, in the opinion of the Architect the contractor was liable to do at his own expense under the contract, all costs and changes incurred by the employer in doing so shall on demand be paid by the contractor to the employer or may be deducted by the employer from any money due or which may become due to the contract. Provided always that the resident engineer shall soon after the occurrence of any such emergency as may be reasonable notify the contractor thereof in writing.

## **1.10 DIRECTION FOR EXECUTION OF WORK**

### **1.10.1 Setting outs**

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the architect in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labor in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by The Principal, (Bharati College) shall at once inform the architect or their representatives. The checking of the work by the architect/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work as per the best practices of construction.

### **1.10.2 Work to be to the satisfaction of the Architect**

The contractor shall execute, complete and guarantee the work in accordance with the contract to the satisfaction of the architect and shall comply with their instructions & directions concerning the work.

### **1.10.3 Engagement of Labor**

The contractor shall be solely responsible for the labor/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Employer and that there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Employer.

The contractor shall employ labor in sufficient numbers either directly or through subcontractors, where such sub letting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labor Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof and any other law relating thereto and rules made there under time to time.

The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Employer, deputed for this specific purpose. Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employer's and employee's



contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

The contractor shall indemnify the employer against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

#### **1.10.4 Disruption of Progress**

The contractor shall give written notice to the Architect whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval is issued by the Architect within a reasonable time. The notice shall include details of the drawing or order required and by when if is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Architect to issue within a time reasonable in all the circumstances any drawings or order requested by the contractor and the work suffers delay then the architects shall take such delay into account in determining any extension of time to which the contractor is entitled under provisions of contract hereof, however no other compensation will be admissible on this account.

#### **1.10.5 Rectification of Defects**

If, it shall appear to the Architect or his representative in-charge of the works that any work any has been executed with unsound, imperfect or un-skillful workmanship or material or any inferior description, the contractor shall, on demand, in writing from the Architect specifying the work material or articles complained of shall rectify or remove and reconstruction work so specified in part, as the case may require.

#### **1.10.6 Variation in quantity**

In case the quantity of any item of the work executed increases or decreases by any amount the quoted item rates would be firm.

#### **1.10.7 SAMPLING OF MATERIALS**

The contractor shall submit the samples of various materials for the approval of the Architect. The contractor shall use the material only after the approval of the Architect. The verification of the material shall be done on random base during the progress of the work in either the following manner:

- (a) Random samples would be picked up during execution of work from site & if decided by the Architect, it would be sent to one of the approved laboratories for test & quality check.
- (b) The Architect may direct the contractor to submit the challan of delivery of the material brought at site. It would be on Random based. The Architect may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material.

- (c) Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Architect, well in advance of actual execution and shall be preserved till the completion of the work. All the materials procured by the contractor shall be in conformity with the sample approved by the Architect for the same. Any material, even though approved by Architect if found defective subsequently shall be replaced / removed by the contractor at his own risk & cost.
- (d) For certain items, if frequency of tests is not mentioned in the CPWD Specifications then 25% of the frequency mentioned in relevant I.S. Code shall be applied for testing. Wherever BIS marked materials are brought to the site of work, the contractor shall, if required by the Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
- (e) For any specific job wherever required before execution as desired by Architect a detailed works of drawings with complete fittings, fixture and pattern shall be supplied by the agency at free of cost and shall be got approved from the Architect with conformity to specific job and quality of product as per manufacturer specification before execution of work in advance.

#### **1.10.8 SAMPLES OF TESTING**

The cost of tests shall be borne by the contractor.

#### **1.10.11 Free Access to work site**

The contractor shall provide all necessary and reasonable facilities and free access to the works and his records at site of work to the Architect / Employer. The Contractor shall also provide facilities and space to the satisfaction of the Architect / Employer for inspection of any part of work.

#### **1.10.12 Inspection of work**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect and the contractor shall at all times with reasonable notice or the intention of the Architect to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be deemed to have been given to the contractor himself.

#### **1.10.13 Preparation of Construction Program Schedule**

As and when sufficient planning information is available, the contractor in consultation with the Architect shall prepare a program schedule of the activities. Contractor should prepare bar-charts & articles path method analysis of the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalization of contract. Throughout the work, all programs, schedules and charts shall be revised wherever any significant change occurs. The contractor shall also submit weekly progress chart to the Architect.

#### **1.10.14 Site Order Book**

The contractor shall maintain a Site Order Book at the site of the works wherein the instructions of the Architect shall be reasoned. The site order book shall be the property of the employer and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in token of his having persuaded the orders given therein.

#### **1.10.15 Hindrance Register**

A Hindrance Register shall be maintained at the site of work wherein the contractor shall notify the items affected and the execution of work, the date on which the delay was cleared. These entries shall be initialed by the Architect as well.

#### **1.10.16 Suspension of Work**

The contractor shall on the written order of the Architect/ The Principal, (Bharati College) suspend the progress of the work or any part thereof for such time or time and in such a manner as the Architect/ The Principal, (Bharati College) may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Architect/ The Principal, (Bharati College) or their representative-in-charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.

#### **1.10.17 Extension of time for completion**

Time is the essence of the contract. The owner and the contractor in consultation with the Architects shall agree upon the work progress chart. The chart shall be prepared in direct relation to the time stated in the contract or the works order for completion of the individual items thereof and/or the contract or works order as a whole. It shall indicate the forecast of the dates of commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the architects and the Contractor within the limitations of time imposed in the contract.

If the works be delayed:

- i.) By force majeure, or
- ii.) By reasons of abnormally and bad weather
- iii.) By reason of serious loss or damage by fire or
- iv.) By reason of civil accommodation local combination of workmen or strike or lockout effecting any of the trades employed on the work or
- v.) By reason of delay on the part of contractor or trade men engaged by the owner in executing works not forming part of the contract or
- vi.) By reason of proceeding taken threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the Contractor's own default, or

By reason of any other cause which in the absolute discretion of Owner is beyond contractor's control then in any such case the owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or groups of items of work for which separate periods of completion are mentioned in the contractor or works order as applicable.

Upon the happening of any such event causing delay, the contractor shall immediately give the notice thereof in writing to the architects with a copy to Employer but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Architect/Employer to proceed with the works Extension of time shall be granted.

#### **1.10.18 Liquidated Damages for Delay**

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract.

The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Employer on demand amount without prejudice to other rights and remedies the Employer may have against the contractor, **1.0% (one percent) of contract price per week** or part thereof as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion, provided, that the total liquidated damages payable shall not exceed **10%** of the accepted contract price. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

#### **1.10.19 Defects Liability Period**

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the employer any defect which may develop or may be noticed before the expiry of 12 (twelve) calendar months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.

#### **1.10.20 Defacement**

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his own expenses to the satisfaction of the Architect.

### **1.11 SECURITY DEPOSIT**

#### **1.11.1 Rate of Security Deposit (Retention Money)**

The employer will, at the time of making any payment to the contractor for work done or supplies made under the contract deduct 10% of Gross value of each interim bill. The maximum amount of Retention money + Earnest Money shall amount to total Security Deposit.

All compensations or other sums of money payable by the contractor to the employer in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums which may become due to the contractor by the employer 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 ten days. Thereafter make good in demand draft, endorsed in favor of the employer as aforesaid any sum or sums

which may have been deducted from, or raised by sale of his security deposit or any part thereof.

### **Total Security Deposit: -**

The Total Security Deposit on the contract is calculated as under

10.0% to be retained as retention money from each running bill including EMD amount.

Total Security Deposit shall comprise of --

Earnest Money Deposit

Retention money deposit @10% of each bill.

The EMD and retention money combined will form total security deposit and will be retained for a period of 12 months (i.e Defects liability period).

### **1.11.2 Forfeiture of Security Deposit**

The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Architect if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.

### **1.11.3 Interest on the Security Deposit**

No interest would be payable by the employer to the contractor on the security held in deposit.

### **1.11.4 Responsibilities for the Structural Adequacy**

The contractor shall comply with the provisions of the contract and with due cares and diligence, execute and maintain the work and provide all labor, including supervision of all works, structural plans and other things whether of temporary or permanent nature required for such execution and maintenance in so far as the necessary for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibilities for the adequacy, suitability and safety at site of all the works and methods of the construction provided.

## **1.12 MEASUREMENT**

**1.12.1** All bill supported with measurement details shall be submitted by the contractor @15 days to the Architect for all works executed in the previous period and the Architect/Employer or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible.

All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.

### **1.12.2 Final Bill**

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 30 days of completion of work.

When the final bill has been verified and corrected, the architect will give seven days notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the contractor fails to take appropriate action as above within the period prescribed, the bill finalized by the architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

### **1.12.3 Claim for Interest**

No claim for interest will be entertained by the Employer with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the employer in making interim or final payments or otherwise.

### **1.12.4 Rates for extra Additional, Altered or Substituted work**

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- a. If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- b. If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- c. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intending to charge for such works supported by analysis of the rate or rates claimed (CPWD analysis). Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rate.
- d. In case of furniture items, the minor changes / modifications in the design shall not be considered as deviation, and no price adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above however the decision of the Architects whether the charge / modification in the design of furniture items is minor or major, shall be final and binding on the contractor.

### **1.12.5 Reimbursement of Variation in Price**

Prices and rates quoted by the Tenderers shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labor or due to whatsoever reasons shall be considered, not even for extended period of completion.

## **1.13 GUARANTEES**

### **1.13.1 Quality of Work**

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial or necessary to fulfill the guarantee is called for. Such variations may be made by the contractor only when authorized by the architect.

### **1.13.2 Rejection**

If during the "Period of Guarantee", any work or material shall fail in any respect to meet the above guarantee, the contractor shall replace such work or material in a condition which will meet the above guarantee, immediately.

### **1.13.3 Cost of Execution of work or repair etc.**

All work of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

### **1.13.4 Remedy on Contractor's failure to carry out the work required**

If the contractor shall fail to do any such work as aforesaid required by the architect, the employer shall be entitled to carry out such work from/through other person at the contractor's own cost. The employer shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may be come due to the contractor.

### **1.13.5 Certificate of completion of works**

On completion of the work, the contractor shall be furnished with a certificate, but no such certificate be given nor shall the work be considered to have been completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Architect) in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work is to be executed, or of which he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the architect may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith pay the amount

of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

## **1.14 RESCINDING/TERMINATE CONTRACT**

### **1.14.1 Rescinding Contract**

In any case in which under any clause or clauses of this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit in hand of employer (whether paid in one sum or deduced by installments) the architect on behalf of the employer shall have power to adopt any of the following course, as deemed best suited to the interests of employer.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the architect shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the employer.
- (b) To employ a new contractor paid by the employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labor and the price of the materials on site (of the amount of which cost and price certificate of architect shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of the contract. The certificate of the architect as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part of the work of the contractor 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 has been executed by him (of the amount of which excess certificate in writing of the architect 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 employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.
- (d) In the event of any of the above courses being adopted by the architect, the contractor will have no claim for compensation of any loss sustained by him by reason of his having purchased any materials, or entered into any engagements made any advances on account of execution of the work or performance of the contract. And in case of the provisions aforesaid, the contractor shall not be entitled to be paid for any work actually performed under this contract unless and until the architect shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **1.14.2 Termination of the Contract**

- a. If at any time after the commencement of the work the employer for any reason whatsoever does not require the whole or part thereof as specified in the tender



to be carried out, the Employer shall have the right to terminate this Agreement and The Principal, (Bharati College) shall communicate the termination by giving a notice in writing to the contractor.

- b. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out.
- c. The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

### **1.14.3 Jurisdiction**

The contractor and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into at New Delhi.

### **1.14.4 Bye Laws of Local Authorities**

The contractor shall conform to the provisions of all applicable Government Acts which relate to works and to the regulations and bye laws of any local authorities. The Contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations etc., and all other fees payable to the local authorities. The Contractor shall keep the employer indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Bye-laws.

Further the Contractor shall specifically ensure compliance of various Labor Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications while dealing with the employment of labor such as:

The Payment of Wages Act, 1936  
 The Minimum Wages Act, 1938  
 The Workmen Compensation Act, 1923  
 The Contract Labor (Regulations & Abolishing) Act.  
 The Employer's Liabilities Act, 1938  
 Industrial Dispute Act, 1938  
 Maternity Benefit Act, 1961  
 The Employees State Insurance Act, 1948

Safety code, labor welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

### **1.14.5 Liasoning& Co- ordination with Local Municipal Authorities**

The contractor has to liason and takes any clearance from local authorities like MCD /other authorities for approval to start works and during carrying out the works including Defect Liability Period if needed.

The contractor shall pay to the municipal, police or other authorities all the fees etc. that may be required by law and obtain requisite licences for temporary constructions, enclosures required in the course of execution of the contract and pay all fees taxes and charges which shall be leviable on that account. No extra claim will be entertained on this account. All licensing fees, royalty charges for property rights etc. shall be paid by the contractor direct to the authorities concerned. No extra claim will be entertained on this account.

**NOC for Tree cutting before start of work.** The official receipt deposited with authority for N.O.C. for tree cutting will be reimbursed by college.

**1.15** The tenderer shall be deemed that he has satisfied himself as to the nature and location of the work, general and local conditions and particularly those pertaining to transport, handling and availability and storage of materials, availability of labour, weather conditions at site and general ground and highest floor level and the tenderer has quoted accordingly. The department will bear no responsibility for lack of such knowledge and also the consequences there of. The information and site data shown in the drawings and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only.

**1.16** All the materials will be arranged by the contractor himself.

**1.17**All material shall only be brought at site as per programme finalized with the Architect. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.

**1.18**Contractor shall engage well experienced skilled labour and deploy modern T & P and other equipments to execute the work

**1.19**Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD specification 2009 Vol. I & II. With up to date correction slips and instructions of Architect. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed. In case I.S. specifications are also not available, the decision of the Architect, given in writing based on acceptable sound engineering practices and local usage shall be final.

**1.20**A reference made to any Indian Standard Specifications in these documents shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

**1.21**The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only)

**1.22**The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing / new work adjacent properties/structures due to negligence on his part. No hindrances shall be caused to traffic as well as occupants during the execution of the work.

**1.23**The contractor shall act in close co-ordination with client department so as to ensure unhindered construction activity as well as smooth functioning of institute.

**1.24**The contractor shall honor the existing instructions of the security guard & other relevant instructions/restrictions imposed for the safe secure & proper working of the occupant's office etc., and plan the movement of material & labor accordingly for the purpose of execution of the work without making any claim for the same.

**1.25**The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Architect and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor and he shall arrange his work with that of the others in an acceptable manner and in proper sequence and co-ordination with others.

**1.26**Normally contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site conditions/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations the contractor shall make available to the department proper means of transport such as vehicle at his own cost.

**1.27** No payment shall be made to the contractor for any damage caused by rain, floods, earthquake or any other natural causes whatsoever during execution of work. The contractor at his own cost will make the damages to the work good and no claim on this account shall be entertained.

**1.28** Existing cables, pipe cables, overhead wires, sewer lines, water lines and similar services encountered in the course of execution of work shall be protected against the damages by the contractor at his own cost. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In no case such services should be stopped to the existing buildings.

**1.29 ENGAGING SPECIALISED AGENCIES FOR WATER PROOFING WORKS:-**

- a. The Contractor shall engage specialized agency having adequate technical capability and experience of having executed works of similar items satisfactorily.

- b. The Specialized agency for the water proofing work shall be got approved from Architect well before actual commencement of the item of work. The contractor shall submit the list of specialized agencies proposed to be engaged by him along with necessary performance certificates and credentials within 30 days from the date of issue of acceptance letter to substantiate technical capability and experience of the agency for prior approval of the Architect. The contractor shall be responsible for any delay in submitting proposal & relevant document and reply to any query thereon for the approval of competent authority and no hindrance on this account shall be admissible.
- c. The approval of specialized agency shall be final and binding on the contractor and he shall comply such approval.

### **1.30 WATER PROOFING TREATMENT**

- a. Guarantee Bond: For the entire work of Water Proofing, Ten years guarantee bond in the prescribed proforma (forming part of this document) shall be executed by the contractor duly signed by both specialized agency and the contractor to meet their liabilities under the guarantee bond. However, the sole responsibility in respect of efficiency of water proofing shall rest with the building contractor.
- b. **10% of the cost of the work done under water proofing sub-head shall be retained as security deposit for water proofing work in addition to normal security deposit and the amount so withheld would be released as (i) 50% of this amount would be released after five years from the date of completion of the entire work under the agreement and (ii) Balance 50% amount would released after ten years from the date of completion of the entire work under the agreement if the performance of the work done is found satisfactory.** If any defect is noticed during the guarantee period, it shall be rectified by the contractor within seven days of receipt of information of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

This Performance security shall be in addition to the security deposit, performance guarantee & performance security mentioned elsewhere in the document.

## **SECTION VIII – SPECIAL CONDITIONS OF THE CONTRACT**

### **1.1.0 Insurance for Works**

The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the employer and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Contractor or of any sub contractor or employee.

The contractor shall deposit the policy and receipt for the premiums with the employer within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the employer. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any moneys due on which may become due to the contractor. The contractor shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the employer deems fit.

### **1.1.1 Insurance in respect of damage to persons and property**

- a. The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the employer and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.
- b. The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- c. The contractor shall indemnify the employer against all claims which may be made against the employer by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance

company in the joint name of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims which may be made upon the employer whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

- d. The employer shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.
- e. If the contractor fails to comply with the terms of these conditions, the employer may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the contractor or may at the option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.
- f. Such insurance whether effected by the employer or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the employer completed in all respects according to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the employer until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.
- g. The works shall be executed in close co-ordination with the progress of other work. This being absence of the contract, no claim for idles labor will be entertained.

## **2.0 SCOPE OF CONTRACT:**

The Contractor shall carry out and complete the said road construction, toilet repairs and parapet repair works for college complete in every respect in accordance with Contract and with the directions of and to the satisfaction of the Architects and the employer. The Architects may in their absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect's Instructions" in regard to:

- a) The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.
- b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings And/or Specifications.

- (c) The removal and / or re-execution or any works executed by the Contractor.
- (d) The removal from the site of any material brought there on by the contractor and the Substitution of any other material there from.
- (e) The dismissal from the works of any person / persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause "Removal of Improper Work and Material".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions provided always that verbal instruction. Directions and explanations given to the Contractor or his representative upon the works by the Architects shall, if involving a variation, be confirmed in writing by the Contractor within 3 days and if not dissented from in writing within further 3 days by the Architect. Such shall be deemed to be the Architect's instructions within the scope of the contract.

If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the Contract. Then unless the same were issued owing to some breach of this contract by the Contractors. The Employer shall pay to the Contractor on the Architect's Certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

### **3. SCHEDULE OF QUANTITIES:**

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurements specified in the particular specifications and shall be considered to be approximate. The employer does not undertake to carry out the whole of work as shown in the drawings and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The Contractor shall not be allowed any compensations or damages for the work so omitted or cancelled by the employer. Each tender item should be filled in with the rates and amounts in separate columns and all the sections should be totalled up in order to show the aggregate value of the entire tender. The rates should be filled both in figures and words for each item and in case of discrepancy the rates filled in words shall be considered as correct for the evaluation of tender amount. The initials of the tenderers shall duly attest all corrections in the tender Schedule. Corrections, which are not attested, may entail the rejection of tender.

### **4. SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rate and Prices, which rates and prices shall cover all their obligations under the contract, and all matters and things necessary for the proper completion of the works.

### **5. ERRORS IN SCHEDULE OF QUANTITIES:**

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the Contract and be dealt with as an authorized extra or deduction.

## **6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, General conditions; specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy in the drawings or between the drawings, general conditions, specifications and Schedule of Quantities. He shall immediately refer the same in writing to the Architect, who shall decide in consultation with the employer which shall be followed and their decisions shall be final and binding in the matter.

The Contractor shall supply, fix and maintain at his own cost, during the execution of any works, all necessary centering; scaffolding, staging, planking, strutting, hoarding, watching and lighting by nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent roads, streets, collars, vaults, pavements, walls, houses, building all other erections, matters or things. The Contractors shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, etc. as occasion shall require or when ordered so to do and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architects.

## **7. AUTHORITIES, NOTICES, PATENT, RIGHTS AND ROYALTIES:**

The contractor shall conform to the provisions of the statutes relating to the works, and to the Regulation and bye-laws of any local authority, and or any water, lighting and other Companies and / or Authorities with whose systems and the executed works building proposed to be connected, and shall before making any variation from the drawings or specifications. That may be necessitated, by so conforming give to the Architects written notice with a copy to the Employer specifying the variations proposed to be made and the reason for the making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions regulations or bye-laws in Question.

The Contractor shall bring to the attention of the architect all notices required by the said acts, regulations or bye-laws to be given to any Authority, and pay to such Authority or to any Public Officer all fees that may be properly chargeable in respect of the works and lodge the receipts with the Architect/Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights designs, trademarks or name of other projected rights in respect of any work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

## **8. MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION:**

All materials and workmanship shall, as far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Architects instructions and the Contractor shall upon the request of the Architect's furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and / or carry any test of any materials which the Architect and I or Employer may require.



It will always be the responsibility of the Contractor to select and obtain all materials of good quality from the manufacturers without having any manufacturing defect there.

## **9. THE SETTING OUT**

The Contractor shall at his own expense set out the works accurately in accordance with plans and to the complete satisfaction of the Architect. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in the respect shall appear during the progress or on completion of any part of the work. The Contractor shall at his cost rectify such error if called upon to do so to the satisfaction of the Architect and the Employer. The Architect and/or his representatives shall from time to time inspect the work. But such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects at his own cost which may be found exist at any stage of the work or after the same is completed.

**10.**The Contractor shall be solely responsible at all times for the use of good quality materials and for doing good workmanship even though the, Employer/Architects have failed to bring to his notice during their inspection of works about use of the some defective materials, and bad workmanship during the execution of the works and after completion of the works. In all cases of faulty execution and finish of the works due to use of faulty, defective and interior materials, used in the works. And due to their bad workmanship Contractor shall be liable for the payment towards damages to the Employer as ascertained by the Architect/Owner and/or he shall have to rectify the same works at his cost.

## **11.OPENING UP WORKS:**

The Contractor shall notify the Architect in writing for their inspections of such works/, items to ensure that the same is executed as per specifications or which required to be' measured before covering/concealing the same. After notifying the Architect, he shall await instructions, which shall be given within three days of receipt of such notice. If the Contractor covers up the work, before he has up notified to reinstate all work that may subsequently be, at any time, damaged, on account of any defect or insufficiency of the specifications. The Contractor shall at the request of the architect, within such time as the Architect so desires, open up for inspection any such work, and should the contractor refuse or neglect, to comply with such request, the Employer, through the Architect may employ other workmen. to open up the same. If the said work has been covered up in contravention up of the Architect's instructions, or if, on being opened up. it be found in accordance with the drawings and specifications, or the instructions of the Architect, the expenses of such other workmen shall be borne by and recoverable from the contractor, or may be deducted from any amount due or which may become due to the contractor. IF the work has been covered up after being approved by the Architects/ Employer's representatives and is uncovered subsequently and be found in accordance with the said drawings and specifications and instructions, then the expenses aforesaid shall be borne by the Employer and be added to the contract sum provided always that in the case of any urgent work so opened up and requiring immediate attention, the Architect shall within three days after receipt of the written notice from the Contractor that the work has been opened, make or cause the inspection thereof to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover the same and shall not be required to open it up again, except at the expense of Employer.

## **12. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ONWORKS:**

**12.1** The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

**12.2** The contractor shall maintain and be represented on site, at his own cost at all times while the work is in progress, by an experienced and qualified Engineer with valid diploma, approved by the Architect with 5 years of experience and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. The contract's Engineer appointed at the site shall not be removed from the work without the written consent of the Architects / Employer. Any directions explanations, instruction or notices given by the Architect / Employer to such representative shall be deemed to be given to the contractor and shall be binding as such on the contractor.

**If contractor fails to appoint the said engineer, then department will be at liberty to deduct a sum of Rs. 30,000/- per month (rupees thirty thousand only) from any sum due to contractor or from his final bill for entire duration of the work.**

## **13. SUB-CONTRACTORS**

All Specialists, Merchants, Tradesmen and others executing any work of supplying and or fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and /or Specifications, who may be nominated or selected by the architect are hereby declared to be subcontractors employed by the contractor, are herein referred to as nominated subcontractors.

No nominated subcontractors shall be employed on in connection with the works against whom the contractor shall make reasonable objection or (save Where the Architects and Contractors otherwise agree) who will not enter into a contractor providing:

- a) The nominated sub-Contractors shall indemnify the contractor/ Employer against the same obligations in respect of the sub -contract as the contractor is bound under this contract for performance of his obligations with the Owner.
- b) The nominated sub -contractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any workman's compensation Act in force.
- c) Payment shall be made to the nominated sub-contractor within 14 days of receipt of the Architect's Certificate:, provided that before any Certificate is issued, the Contractor shall upon request furnish to the Architect proof that an nominated sub- Contractor's account included in the previous certificates have been duly discharged. If however the Owner is called upon to make such payments, the same may be done upon a Certificate of the Architect and deduct the amount thereof from sums due or which may become due to the Contractor.

## **14. UNFIXED MATERIAL**

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the architect and when the contractor shall have

received payment in respect of any Certificate in which the Architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the employer and the contractor shall be liable for any loss or damage to any such materials. The payment certified against value of any unfixed materials shall not in any way exonerate the contractor from his obligation the supply of good, quality materials, which may be found to exist at any stage of work even after the same is completed.

#### **15. REMOVAL OF IMPROPER WORK AND MATERIAL**

The Architects shall during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time/ times, as may be specified in the order, of any materials which in the opinion of the Architect are not accordance with the specifications or the instructions of the Architect, and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workman ship, not in accordance with the drawings and specification or instructions, and the contractor shall forthwith carry out such orders at his own cost, In case of default on the part of the contractor to carry out such orders, the employer shall have to employ and pay other persons to carry out the same and all expense consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recovered or may be deducted by the Architects/Employer from any money due or may become due to the contractor.

In lieu of correcting work not done in accordance with the contract, the Architect may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damage to the employer, as his option may be reasonable.

#### **16. CERTIFICATE OF VIRTUAL COMPLETION:**

The Contractor shall intimate in writing to the Architects as and when the works are complete in all respects in order to enable the Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Architects have carried in writing that the same have been 'Virtually complied'.

The defects liability period shall commence from the date of such Virtual Completion Certificate.

#### **17. OTHER PERSONS ENGAGED BY THE EMPLOYER:**

The employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the employer. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

#### **18. FIRE INSURANCE**

a) The Contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract, against loss or damage by fire and all natural calamities and against all other risks in an office to be approved by the Employer in

the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for further sum if called upon 'to do so by the Architect, the premium of such further sum being allowed to the Contractor as an authorized extra.

Such policy shall cover the property of the employer only, and shall not cover any property of the Contractor or of any sub-contractor or employees. The contractor shall deposit the policy and receipts for the premiums with the Employer within 10 days from the date of signing the Contract. In default of the Contractor insuring as provided above. The employer on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The Contractor in case, of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the architect deems fit in consultation with the owner.

- b) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be detained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificates shall only include the value of the said materials and goods as and from time as they are reasonably properly and not prematurely brought upon the site and then only if property stored and /or protected against weather.

## **19. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR**

- a) The contractor shall pay to the labor engaged by him in connection with work directly or indirectly through sub-contractors, wages not less than the minimum fixed by the appropriate Governments Authorities under minimum wages Act, 1946, as amended and shall duly and properly comply with or ensure compliance with, a legislation laws, rules or regulations relating to the Employment of labor. The Contractor shall be liable for any damages or loss caused to the Owner by violation of the provisions of this clause. A violation of this clause shall also be deemed to be a breach of Contract. If the employer is called upon to make any payment towards wages etc. of the labor employed by the Contractor, the same will be done from the outstanding payments against pending or future bills of the Contractor.
- b) The contractor shall be solely responsible for the labour/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Employer and that there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Employer.
- c) The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Employer, deputed for this specific purpose.
- d) Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employer's and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

**20. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECTS INSTRUCTION:**

If the Contractor after receipt of writing notice from the Architect requiring compliance with such further drawing and/or Architect's instructions, fails within seven days to comply with the same, the Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractors by the Owner on a Certificate by the Architect as a debit or may be deducted by him from any moneys due or which may become due to the Contractor.

**21.** If there are any discrepancies omission and errors in meaning or the actual contents of each item of Schedule of Quantities and other conditions of all the tender documents. the reasoning, the opinion and decision given by the Architect shall be taken as final and binding on both parties without any further appeal.

**22. SUSPENSION OF WORKS:**

If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the works or on account of anv of the causes mentioned in the Clause "Extension of Time", shall suspend works or in the opinion of the Architects, shall neglect fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in clause 23 (removal of improper work and materials), the Employer through the Architect shall have the power to give notice in writing to the Contractor requiring that the works be proceeded within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not remove the site of works or from any ground contiguous there to any plant or materials belonging to him which shall have been placed thereon for the purpose of the work and the Employer shall have lien upon such plants and materials to subsist from date of such notice being given until the notice shall have been complied with. Provided always that such Hen shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the Employer shall have entered upon and taken possession of the works and site as hereinafter provided.

If the Contractor shall fail seven days after such notice has been given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of works and site, and of all such plants and materials thereon intended to be used for the works, and the Employer shall retain and hold a been upon all such plants and materials until the work shall have been completed under powers hereinafter conferred upon him.

If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor his agents and servants from entry upon or access to the same, except that the Contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Architects before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the Architect may be reasonably necessary for completing the works, without undue delay of expense using for that purpose the plant and materials above mentioned in so far so they are suitable and adapted to such use.

Upon the completion of the works, the Architect shall certify the amount of the expenses properly incurred consequent and incidental to the default of the Contractor as aforesaid and in completing the works by other persons.

Should the amount so certified as the expenses properly incurred be less than the amount which should have been due to the Contractor upon the Completion of the works by the him. the difference shall be paid to the Contractor by the Employer should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payments as is included in the Contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Architect shall give notice to the contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Employer may remove and sell the same, holding the proceeding loss the cost of the removal and sale to the credit of the Contractor. The Owner shall not be responsible for any loss sustained by the Contractor from he sale of the plant and materials etc. in the event of the Contractor not removing it after notice.

### **23. PRIME COST AND PROVISIONAL SUMS:**

- a. Where 'Prime Cost (P.C.) prices or provisions sums of money are provided for any goods or works in the specifications or Schedule of Quantities, the same are exclusive of any trade discounts, or allowances, discount for cash or profit which the Contractor may require and for carriage and fixing.
- b. All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms, at the discretion of the Architect or the Employer. The Employer reserves to himself the right of paying directly for any such goods or work and the Architect may deduct the said prices or sums from the amount of the Contract. Should any good or works for which prune cost prices or provisional sums are provided or portions of same shall not be required, such prices or sums, together with the profits allowed for the same and such additional amount as the contractor may have allowed for carnage and fixing will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor or otherwise the Contractor shall, at his own cost fix the same, if called upon to do so, and the Contractor shall also receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works.
- c. In case in which provisional quantities of materials are contained in the Contract, the Contractor shall provide such materials to such amounts or to greater or lesser amounts as the Architect shall direct in writing at the net rates at which he shall have priced such items in his Schedule of Quantities. Should, however, any such items be entirely omitted, which omissions shall be at the Architect's discretion, no profit on such items shall be allowed to the Contractor.
- d. No Prime cost sum or sums (or any portion thereof) shall be included in any certificate for payment to the Contractor until the receipted accounts relating to them have been produced by the Contractor to the Architect. Such accounts shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount. Provided always, that should the Contractor in lieu of producing such receipted accounts, request the Architect in writing to issue a certificate on the

Employer for such sum or sums due either on account or in settlement to a sub-contractor direct, the Architect shall, upon satisfying himself that the sub-contractor is entitled to the same, to issue the certificate and sum or sums be deducted from the amount of the Contractor, at the settlement of accounts and any profit or sum to which the Contractor is properly entitled, in respect of such sub-contract, and which is in conformity with the terms of contract as though the amount of such certificates, to the sub-contractor had been included in a certificate drawn in favour of the Contractor.

- e. If the Contractor neither produces the receipt nor give authority to the Architect to issue a certificate in favor of such sub-contractor direct, the Architect may upon giving the Contractor seven days notice in writing of his intention to do so, issue to the sub-contractor such certificate direct to the Employer and obtain a receipt from the sub-contractor which receipt shall he deemed a discharged for the amount, of such certificate as thought, given by the contractor In such event, the Contractor shall not be allowed any profit he may have added in the Schedule of Quantities upon such subcontract, The exercise of the option referred to herein-before by the Contractor and the issue of Certificate, as before described to sub-contractor upon the Contractor's request or the issue to the sub-contractor direct of certificates by the Architect, shall not, however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the sub-contractor for which he may be liable under the terms of the contract.
- f. If any provisional items are provided for work of a nature usually carried out by the Contractor in the ordinary course of their business, the Employer shall give the Contractor an opportunity of tendering for the same without prejudice to the Employer's right to reject the lowest or any tender.

#### **24. CERTIFICATES AND PAYMENTS:**

The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Architect on the bills submitted by the Contractor in the Performa prescribed by the Employer on account of the work executed when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of Work for Interim Certificates (or less at the reasonable discretion of the Architects) has been executed in accordance with this Contract.

The Payment shall, however, to a retention of the percentage of such value named in the Appendix hereto mentioned as 'Retention Percentage until the total amount, retained shall reach the sum named in the appendix as 'Total Retention Money' after which time the installments shall be upto the full value of the work subsequently so executed. The Architects may in their discretion include such amount, as they may consider proper on account of materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed. The Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Architect the sum of money named in the Appendix as 'Installment after Virtual Completion', being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architect/ Employer at the expiration of the period referred to as 'The Defects Liability Period' in the Appendix hereto from the date of

Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or at or after the completion shall not relieve the Contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt with in the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any Certificate if any works or any parts thereof are not being carried out to his satisfaction. The Architect may by any certificate make any correction in any previous certificate, which shall have been issued by him.

All efforts shall be made so that invariably the payment upon the Architect's Certificates are made within the period named in the Appendix as Period of Honoring of Certificates after such certificates have been delivered to the Employer. Notwithstanding the aforesaid, the Employer shall have a right to withhold payment of pending of future bills of the Contractor if there is any demand from his workers for payment of wages etc. which he is legally bound to pay, and adjust, the same against such bills and release the balance amount, if any, to him.

## **25. NOTICE IN WRITING:**

Written Notices for the Employer, the Architect, or the Contractor may be served personally or otherwise proved to have been received or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of a Company or Corporation, Notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation.

Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

That the responsibility of procuring various items of materials which will require to be incorporated in the works will be that of the Contractor. No material for incorporation of the work including Cement shall be issued to the Contractor by the Employer.

The Contractor shall indemnify the Employer against any loss caused (at any time during the execution of the said works, or during the Defects liability Period after completion of the said works), on account of defective workmanship in works and on account of use of the materials which are not as per Specification in the said works referred to in this Contract, even though they received the payments from the Employer against the same works.

## **26. SETTLEMENT OF DISPUTES AND DIFFERENCES:**

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Tender / Contract, or the breach, termination, effect, validity, interpretation or application of this Tender / Contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Principal, (Bharati College) or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New



Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

### **27. SERVICE OF NOTICE TO CONTRACTOR:**

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the address of the Contractor as shown on the tender form.

### **29. SERVICE OF NOTICE ON EMPLOYER:**

Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the Employer's registered office.

### **30. PRICES ARE FIRM AND NOT SUBJECT TO ANY VARIATION:**

All rates and prices in this contract are firm for the entire period of contract. No price escalation or de-escalation or adjustment to the contract price or rates of item shall be made in respect of any increase or decrease after the submission and/or acceptance of tender, in the prevailing market rates of labor or materials etc on account of any reason, statutory or otherwise, which may result in an increase or decrease of the cost in carrying out the work. The accepted agreement rates for various items are taken as including all the above and firm for the entire period of contract.

All liabilities that may arise due to any statutory increase in the cost of labor and/or material shall be borne by the Contractor till the entire completion of work and nothing extra shall be paid.

### **31. PROVIDENT FUND AND E.S.I.S.**

The contractor shall bear full liability for payments under provident fund and employees State Insurance Scheme and other labor laws for his workers and staff.

### **32. SHOP DRAWINGS:**

All road works, toilet related samples to be got approved from the architect before execution. The cost of above to be included in the tender of respective items. The Successful Tenderer shall submit Shop Drawings for review prior to execution.

### **33. MEASUREMENTS OF WORKS:**

The Architects/Owner may from time to time intimate the Contractor that they require the works to be measured jointly and the contractor shall forthwith attend or send a qualified agent to assist the Architects/Employer or their representatives in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent then the measurements taken by the Architects/ Employer shall be taken to be correct measurements of the works- The measurements. Unless otherwise stated, shall be taken in accordance with the 'method of measurements' mentioned in the particular specifications. In case of any dispute arises in the 'Method of measurements' then the final decision given by the Architects regarding the method of measurement shall be

Taken to be correct and final by the Contractor and the Employer. The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Architect's knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

**34.** In case of failure to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the Employer shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be adjusted with the Retention Money / Security deposit of the Contractor or recovered from the Contractor. Further, if the supplied items are not in accordance with the ordered items then the Employer reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Employee on this account shall be adjusted with the Retention Money / Security deposit of the Contractor.

**35.Black-Listing** – Tenderer would be also be liable to be black-listed under following circumstances:-

- Giving false, misleading or fake information / document in the tender / bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Work / Purchase Order at the quoted prices;
- Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

**36. WATER:**

Water shall be made available to the Contractor @0.50% of total bill. Connection will be provided at one point in the premises and the Contractor shall have to make his own arrangements for carriage / storage of water.

**37. ELECTRICITY:**

The Employer shall make available electricity at the site of work to the Contractor. Temporary light points required in working area will be provided by the Contractor at his own cost in consultation with the Architect at site. The tender rates shall be quoted accordingly by the contractor.

**The recovery for electricity shall be affected as per the rates paid by the Employers to the Electricity Supply Co. from time to time, from his payments due or @ 0.50% of the project cost.**

**38.** The contractor shall have to make approaches to the site, if so required, and keep them in good condition for transportation of labour and materials as well as inspection of works by the Architect / Employer / Engineer-in-charge. Nothing extra shall be paid on this account.

**39.** The contractor shall, at all times, carry out work on the running road in a manner creating minimum interference in the flow of traffic as per direction of Architect .

- 40.** All setting out activities concerning establishment of bench marks, theodolite stations, centre line pillars, etc. including all materials, tools, plants, equipments, theodolite and all other instruments, labour etc. required for performing all the functions necessary and ancillary thereto at the commencement of the work, during the progress of the work and till the completion of the work shall be carried out by the contractor. Nothing extra shall be paid on this account.
- 41.** The contractor shall carry out true and proper setting out of the work under the supervision of the Architect or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the Road/ culvert. If at any time, during the progress of the work, any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Architect shall rectify such error to the entire satisfaction of the Architect. The supervision and/or checking by the Architect or his authorized representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks, pegs and pillars provided for the setting out of works. Nothing extra shall be paid on this account.
- 42.** All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size.
- 43.** The contractors shall submit his final bill to the Architect within 30 days of completion of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 44.** The contractor shall forfeit his claim in case he fails to submit his bill within 9 Months after completion of his work.
- 45.** Some restrictions may be imposed by the concerned authorities on quarrying of sand, stone etc. from certain areas. For timely completion of work, the contractor shall have to bring such material from other quarries located elsewhere, and nothing extra shall be payable on this account.
- 46.** The malba / garbage, removed from the site, shall be disposed off by the contractor at any of the approved MCD dumping ground.
- 47.** The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
- 48.** The structural and other drawings for the work shall, at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
- 49.** The contractor shall maintain in good condition, all work executed till the completion of entire work allotted to the contractor.

- 50.** The tendered rates for all items of work, unless specified otherwise, shall include the cost of all operations, labor, materials, de-watering and other inputs involved in the execution of the items.
- 51.** Unless otherwise specified in the Schedule of Quantities, the rates for all items of work shall be considered as inclusive of working in or under water and/or liquid mud and/or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer.
- 52.** All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of Employer and same are not to be removed or taken away by the contractor or any other person without the special license and consent in writing of the Architect, but the Employer is not to be, in any way, responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 53.** No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
- 54.** Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Architect. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
- 55.** The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate himself, the Architect shall do the needful for getting the samples collected and tested; the result of such tests and consequences thereof shall be binding on the contractor. All expenditure required for collection, preparation & forwarding the samples to the laboratory will also be recovered from the contractor.
- 56.** Other agencies working at site may also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks etc. as may be required from time to time.
- 57.** The work shall be carried out in such a manner so as not to interfere and disturb other works being executed by other agencies, if any.
- 58.** The contractor will not have any claim in case of any delay on the part of department in removal of trees or shifting / removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
- 59.** Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.

- 60.** The work shall be carried out in the manner complying, in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- 61.** On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labor camp. The contractor shall be bound to follow all such restrictions and adjust the program for execution of work accordingly. Nothing extra shall be paid on this account.
- 62.** For the safety of all labor directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors shall, in addition to the provision of CPWD safety code and directions of the Architect /, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account:
- |                 |   |
|-----------------|---|
| IS 3696 Part I  | Safety Code for Scaffolds and ladders.                      |
| IS 3696 Part II | Safety Code for Scaffolds and ladders Part II ladders.      |
| IS 3764         | Safety Code for excavation work.                            |
| IS 4138         | Safety Code for working in compressed air.                  |
| IS 7293         | Safety Code for working with construction machinery.        |
| IS 7969         | Safety Code for storage and handling of building materials. |
| IS 4130         | Safety Code for demolition of buildings                     |
- 63.** The contractor shall have to make his own arrangement for housing facilities for staff and labor away from construction site outside the college campus and shall have to transport the labor to and from between construction site and labor camp at his own cost. No labor huts will be allowed to be constructed at the project site except for two temporary sheds for chowkidar and storekeeper including store.
- 64.** The contractor must take adequate precaution to ensure that no spillage of construction material takes place on to the carriageway. Failure to observe this will make the contractor liable to pay compensation @ Rs.100/- (Rs. One Hundred Only) per day per metre length of each carriage way as affected by spill over of any construction material subject to a maximum of 5% (Five percent) of tendered cost of the work put to tender. The decision of Architect in this regard shall be final and binding on the contractor.
- 65.** The right of carry out the work either in conformity with or in a manner entirely different from the terms of this tender document that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work, is reserved with the Architect.
- 66.** The execution of any items of work where any incidental work is actually required but not specifically stated in the tender, it is to be understood that the rate quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.
- 67.** Architect shall have full powers to send workmen and employ on the premises to execute fittings and other work not included in the contract. For whole operations the contractor is to afford every reasonable facility during ordinary working hours

provided such operations are carried out in such a manner as not to impede the progress of work included in this contract, in the opinion of Architect.

- 68.** At the time of construction, contractor shall embed all electrical/other fixtures like base plates, brackets, conduits, etc. for street lighting, etc. as per the directions of the Architect. Nothing extra whatsoever will be payable on this account.
- 69.** All the workers employed by contractor at site should be in a dress code with reflective jackets.
- 70.** The Chain age at every pole should be marked before start of the work on the road.
- 71.** The work shall be carried out road wise i.e. the work taken on any road/Roads shall be completed in full including all repair work.
- 72.** The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours.

**SPECIAL CONDITIONS FOR CEMENT & STEEL**

1. The contractor shall, at his own expense procure and provide all materials including cement and steel required for the work.
2. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
3. The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost. The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock and key system.
4. Contractor has to produce manufacturers test certificate for each lot of cement & steel procured at site.

**5. CONDITIONS FOR CEMENT:-**

- a. The contractor shall procure 43 grade ordinary Portland Cement conforming to IS 8112/ Portland Pozzolana cement conforming to IS 1489 (Part-I), as required in the work, from reputed manufacturers of cement such as ACC, UltraTech, Birla Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement or from any other reputed cement Manufacturer having a production capacity not less than one million tones per annum. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Architect and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Architect to do so.
- b. The cement shall be got tested by the Architect and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.
- c. The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Architect.
- d. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Architect.
- e. The cement in bags shall be stacked by the contractor in two godowns one for fresh arrival to be tested for quality and another already tested in use having weather proof





### QUALITY ASSURANCE OF THE WORK

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Architect. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Architect for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Architect along with samples and once approved, he shall stick to it.
3. The contractor shall submit shop drawings of staging and shuttering arrangement, aluminum work, and other works as desired by Architect for his approval before execution. The contractor shall also submit bar bending schedule for approval of Architect before execution.

#### 4. Test Laboratories:

##### A) Laboratory at site:

The contractor shall provide at site, the testing equipment and materials for the field and as per scope of work and as per direction of Architect tests mentioned in the list of mandatory tests given in CPWD specifications 2009 Vol. 1 & 2 with correction slips at his own cost. Nothing extra shall be payable to him on this account. In all cases, cost of samples and to and fro carriage shall be borne by the contractor.

The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Architect. The contractor shall provide all necessary facilities for the purpose. The laboratory shall be equipped, inter alia, with the following equipments:

- a) Concrete cube-crushing tests
- b) Sieve analysis of fine and coarse aggregates
- c) Silt content in fine aggregates
- d) Moisture content in aggregates
- e) 12 or more as required Steel moulds for 150mm x 150mm x 150mm test cubes and all other testing equipment .
- f) Dumpy level, Theodolite, Set Squares, Spirit levels, Brumla bobs, 1m, 2 m , 4 m and 6 m straight edges etc.

##### g) Equipment for concrete testing:

Water Measuring Equipment	1	5ltr, 2ltr, 1ltr, ½ltr	1 No. /each
	2	Measuring cylinder capacity 500ml, 250ml, 100ml.	1 No. /each
	3	Beakers with capacity 500ml, 200ml, 50ml.	1 No. /each
Laboratory Tools	1	Hacksaw with 6 baldes	1 No.

	2	Measuring tape 2 mtr.	1 No.
	3	Depth gauge 20cm.	1 No.
	4	Vernier Calliper.	1 No.
	5	Micrometer screw 25mm gauge	1 No.
Miscellaneous item	1	Showels & Spade.	1 No. /each
	2	Plastic or GI Buckets 15 ltr., 10ltr & 5ltr.	3 Nos. /each
	3	Wheel Barrow.	1 No.

Other instruments like Vernier Callipers, a good quality plumb bob, spirit level minimum 30cm long with 3 bubbles for horizontal vertical, wire gauge (circular type) disc, foot rule, long nylon thread, magnifying glass, screw driver 30 cms long, ball pin hammer 100 gm, plastic bags for taking samples etc.

The equipments not relevant for this work may be exempted by Architecton the written request of the agency.

The any other equipment relevant for this work may be asked by Architectfrom the agency.

All test which can be performed in the site lab with above equipments shall be done at site except that at least 10% testing of materials shall be got done from external laboratories. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. The testing charges shall be born by the Contractor .

#### **B) Other Laboratories:**

The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Architectand shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor.

- 1 If the tests, which were to be conducted in the site laboratory, are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.
- 2 The tests, as necessary, shall be conducted in the following laboratory. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the Architector his authorized representative.
  - a) IIT Delhi.
  - b) Delhi Technical University (Formerly known as Delhi College of Engineering).
  - c) National Council for Cement and Building Materials, Ballabh Garh.
  - d) Any Govt./State undertaking Lab.
  - e) Any other NABL Accredited lab

**GENERAL CONDITIONS TO PREVENT AIR POLLUTION****1.0 GENERAL**

- a. The dismantled material/building rubbish received from dismantling/demolishing shall be dumped to the dumping ground in properly covered truck with precaution.
- b. Agency/contractor shall not dump the construction material on the metalled road and shall keep the construction material on the physically demarcated space by Architect.
- c. All the building material responsible for pollution shall be brought at site from sources covered by tarpaulin and shall take all precautionary measure to ensure that no dust particles are permitted to pollute the air quality, failure of which Agency shall be liable to pay damages as decided by Architect. The decision of Architect shall be final & binding.
- d. All the trucks or vehicles of any kind, which are used for construction purpose and/or are carrying construction materials like cement, sand and other allied material, shall be fully covered in the process of transporting the material.
- e. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
- f. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
- g. Contractor should provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- h. There shall be no burning of leaves, plastic etc at construction site.
- i. Contractor should ensure that directives of Hon'ble National Green Tribunal orders dated 04-12-2014 and 10.04.2015 in O.A. No. 21 of 2014 and O.A. No. 95 of 2014 and MoEF guidelines of 2010 or any direction issued by Hon'ble NGT upto last date prescribed for submission of bid regarding dealing with Air Pollution from construction and demolition sites.

**AGREEMENT (ON Rs. 100 NON JUDICIAL STAMP PAPER)**

The Principal, (Bharati College)  
C-4, Janak Puri,  
New Delhi-110058.

AND

M/s \_\_\_\_\_

THIS AGREEMENT is entered into on \_\_\_\_\_ October, 2019

**BETWEEN**

A **The Bharati College**, having its address at C-4, Janak Puri, New Delhi-110058 hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns} of the First Part;

AND

B M/s \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as “Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

The Employer and the Contractor are hereinafter, collectively referred to as the “Parties” and individually as a “Party”.

FOR : ROAD CONSTRUCTION WORKS, TOILET REPAIRS & PARAPET WALL REPAIRS AT BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058 at the accepted tendered cost for Rs \_\_\_\_\_ Rupees \_\_\_\_\_) subject to the executed and verified quantities

WHEREAS the Employer is desirous doing Road Construction works at **C-4, Janak Puri, New Delhi-110058** and for that purpose have selected the Architects for road works of the building at **C-4, Janak Puri, New Delhi-110058** and for that purpose the Architects and the Employer have entered into a Service Agreement.

WHEREAS, the Employer is desirous of employing a Contractor for road construction works at Bharati College, more specifically stated in the Technical Bid Documents.

1. The Contractor shall have to complete the work within 210 days from signing of Agreement.

## **2. SCOPE OF WORK:**

The site shall mean the land under BHARATI COLLEGE SITUATED AT C-4, JANAK PURI, NEW DELHI-110058 into or through which work is to be executed under the contract or any adjacent land, area or common paths through which work is to be executed under the contract or any adjacent land, area or common paths which may be allotted or used for the purpose of carrying out the contract.

The Contractor shall carry out and complete the said road construction, toilet repairs and parapet repair works for college complete in every respect in accordance with Contract and with the directions of and to the satisfaction of the Architects and the employer. The Architects may in their absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect's Instructions" in regard to:

The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.

Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings And/or Specifications.

- (c) The removal and / or re-execution or any works executed by the Contractor.
- (d) The removal from the site of any material brought there on by the contractor and the Substitution of any other material there from.
- (e) The dismissal from the works of any person / persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause "Removal of Improper Work and Material".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions provided always that verbal instruction. Directions and explanations given to the Contractor or his representative upon the works by the Architects shall, if involving a variation, be confirmed in writing by the Contractor within 3 days and if not dissented from in writing within further 3 days by the Architect. Such shall be deemed to be the Architect's instructions within the scope of the contract.

If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the Contract. Then unless the same were issued owing to some breach of this contract by the Contractors. The Employer shall pay to the Contractor on the Architect's Certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

## **3. GOVERNING LAW AND JURISDICTION:**

This agreement shall be constructed and interpreted in accordance with the laws of India. All disputes and difference of any kind whatsoever arising out of or in connection with this contract shall be deemed to have arisen in New Delhi and only courts having jurisdiction over Delhi shall determine the same.

#### **4. ENGAGEMENT OF LABOR**

The contractor shall be solely responsible for the labor/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Employer and that there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Employer.

The contractor shall employ labor in sufficient numbers either directly or through subcontractors, where such sub letting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labor Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof and any other law relating thereto and rules made there under time to time.

The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Employer, deputed for this specific purpose. Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employer's and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

The contractor shall indemnify the employer against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

#### **5. FINAL BILL:**

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 30 days of completion of work.

When the final bill has been verified and corrected, the architect will give seven days notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the contractor fails to take appropriate action as above within the period prescribed, the bill finalized by the architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

#### **6. CLAIM FOR INTEREST:**

No claim for interest will be entertained by the Employer with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the employer in making interim or final payments or otherwise.

## **7. RATES FOR EXTRA ADDITIONAL, ALTERED OR SUBSTITUTED WORK:**

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- a. If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- b. If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- c. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intending to charge for such works supported by analysis of the rate or rates claimed (CPWD analysis). Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rate.
- d. In case of furniture items, the minor changes I modifications in the design shall not be considered as deviation, and no price adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above however the decision of the Architects whether the charge / modification in the design of furniture items is minor or major, shall be final and binding on the contractor.

## **8. REIMBURSEMENT OF VARIATION IN PRICE:**

Prices and rates quoted by the Tenderers shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labor or due to whatsoever reasons shall be considered, not even for extended period of completion.

## **9. PREPARATION OF CONSTRUCTION PROGRAMME SCHEDULE:**

As and when sufficient planning information is available, the contractor in consultation with the architect shall prepare a program schedule of the activities. Contractor should prepare bar-charts & articles path method analysis of the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalization of contract. Throughout the work, all programs, schedules and charts shall be revised wherever any significant change occurs. The contractor shall also submit weekly progress chart to the architect.

## **10. BYE LAWS OF LOCAL AUTHORITIES:**

The contractor shall conform to the provisions of all applicable Government Acts which relate to works and to the regulations and bye laws of any local authorities. The contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for

encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The contractor shall keep the employer indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Bye-laws.

Further the Contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications while dealing with the employment of labour such as:

1. The Payment of Wages Act, 1936
2. The Minimum Wages Act, 1938
3. The Workmen Compensation Act, 1923
4. The Contract Labor (Regulations & Abolishing) Act.
5. The Employer's Liabilities Act, 1938
6. Industrial Dispute Act, 1938
7. Maternity Benefit Act, 1961
8. The Employees State Insurance Act, 1948

Safety code, labor welfare Act or rules or any modification thereof or any other laws and regulations framed by the Competent Legislative Authorities from time to time.

## **11. LIAISONING & CO- ORDINATION WITH LOCAL MUNICIPAL AUTHORITIES:**

The contractor has to liaison and takes any clearance from local authorities like MCD /other authorities for approval to start works and during carrying out the works including Defect Liability Period if needed.

The contractor shall pay to the municipal, police or other authorities all the fees etc. that may be required by law and obtain requisite licenses for temporary constructions, enclosures required in the course of execution of the contract and pay all fees taxes and charges which shall be livable on that account. No extra claim will be entertained on this account. All licensing fees, royalty charges for property rights etc. shall be paid by the contractor direct to the authorities concerned. No extra claim will be entertained on this account.

NOC for Tree cutting before start of work. The official receipt deposited with authority for N.O.C. for tree cutting will be reimbursed by college.

## **12. TERMINATION OF THE CONTRACT**

If at any time after the commencement of the work the employer for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, the Employer shall have the right to terminate this Agreement and The Principal, (Bharati College) shall communicate the termination by giving a notice in writing to the contractor.

The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out.



The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

### **13. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ONWORKS:**

**13.1** The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

The contractor shall maintain and be represented on site, at his own cost at all times while the work is in progress, by an experienced and qualified Engineer with valid diploma, approved by the Architect with 5 years of experience and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. The contract's Engineer appointed at the site shall not be removed from the work without the written consent of the Architects / Employer. Any directions explanations, instruction or notices given by the Architect / Employer to such representative shall be deemed to the given to the contractor and shall be binding as such on the contractor.

**If contractor fails to appoint the said engineer, then department will be at liberty to deduct a sum of Rs. 30,000/- per month (rupees thirty thousand only) from any sum due to contractor or from his final bill for entire duration of the work.**

### **14: CONSULTANT/ARCHITECT APPOINTED TO MONITOR THE WORK ALONG WITH GIVING CLARIFICATIONS AND DECISIONS :-**

Consultant/Architect shall mean M/s Space Ace whose registered office is situated at V-20 A/05, DLF Phase-III, Gurgaon, Haryana-122002. (and shall include his authorized representative) or in the event of his death or termination of his services by the Employer any consultant or person whose authorization to act as consultant for the project would be given by the Employer .

### **15: QUALITY OF WORK**

The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial or necessary to fulfill the guarantee is called for. Such variations may be made by the contractor only when authorized by the architect.

## **16. SECURITY DEPOSIT**

The employer will, at the time of making any payment to the contractor for work done or supplies made under the contract deduct 10% of Gross value of each interim bill. The maximum amount of Retention money + Earnest Money shall amount to total Security Deposit.

All compensations or other sums of money payable by the contractor to the employer in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums which may become due to the contractor by the employer 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 ten days. Thereafter make good in demand draft, endorsed in favor of the employer as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

### **Total Security Deposit: -**

The Total Security Deposit on the contract is calculated as under

10.0% to be retained as retention money from each running bill including EMD amount.

Total Security Deposit shall comprise of --

Earnest Money Deposit

Retention money deposit @10% of each bill.

The EMD and retention money combined will form total security deposit and will be retained for a period of 12 months (i.e Defects liability period).

### **B. Forfeiture of Security Deposit**

The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Architect if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.

### **C. Interest on the Security Deposit**

No interest would be payable by the employer to the contractor on the security held in deposit.

## **17. COMPLIANCES OF LAW:-**

- a. Contractor shall carry out the Work and Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Work and Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Work and Services, whether held by Contractor, Employee or Architect.
- b. Contractor shall indemnify and hold Employer harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Contractor failing to comply with any law, or regulation, or such permit or license relating to any part of the Work and Services.”

**18. INTELLECTUAL PROPERTY RIGHTS:**

Contractor shall ensure that it holds all necessary patents, licence rights and other proprietary rights required in respect of any device or method used by it while conducting the Work and Services under this agreement. Contractor shall indemnify and hold the Employer harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Contractor failing to comply with this obligation.

**19. INDEMNITY:**

a. The contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified the Institute, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Institute, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor, while performing the conditions of this agreement.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

c. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

**20. FORCE MAJEURE**

The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

**21. CONFIDENTIALITY OF INFORMATION**

a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

- b. Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the Employer. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.
- c. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.
- d. Service provider shall sign Non-Disclosure Agreement with the College for confidentiality of the data and information/records of the College.

## **22. BLACKLISTING**

The Employer may by notice in writing blacklist the Contractor for suitable period in case Contractor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct.

## **23. DISPUTE RESOLUTION:-**

Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with this Contract / Agreement, or the breach, termination, effect, validity, interpretation or application of this Contract / Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Principal (Bharati College) or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

## **24. INDEPENDENT CONTRACT & RELATIONSHIP BETWEEN THE PARTIES**

The relationship of Contractor to College under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

## **25. NON-EXCLUSIVE AGREEMENT**

The agreement between the parties is a non-exclusive agreement and parties are free to enter into any such agreement with any other person or agency during currency or the extended currency of this Agreement.

**26. COMPLETE / ENTIRE AGREEMENT:**

This Agreement, its Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

**27. REPRESENTATIONS AND WARRANTIES:**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

**28. NON WAIVER:**

Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

**29. SEVERABILITY:**

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

**30. ASSIGNMENT & SUB-LETTING**

The contractor shall not assign, delegate, transfer, etc., any of their right/s and / or obligation/s under this agreement to any third person/s, concern/s, firm/s, company/ies or entity/ies.

**31. ALTERATION AND MODIFICATION**

Any alteration or modification or waiver in connection with this agreement will not be effective unless made in writing and signed by the parties.

**32. HEADINGS:**

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

**33. SUB-CONTRACTORS**

All Specialists, Merchants, Tradesmen and others executing any work of supplying and or fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and /or Specifications, who may be nominated or selected by the architect are hereby declared to be subcontractors employed by the contractor, are herein referred to as nominated subcontractors.

No nominated subcontractors shall be employed on in connection with the works against whom the contractor shall make reasonable objection or (save Where the Architects and Contractors otherwise agree) who will not enter into a contractor providing:

- a) The nominated sub-Contractors shall indemnify the contractor/ Employer against the same obligations in respect of the sub -contract as the contractor is bound under this contract for performance of his obligations with the Owner.
- b) The nominated sub -contractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any workman's compensation Act in force.

Payment shall be made to the nominated sub-contractor within 14 days of receipt of the Architect's Certificate:, provided that before any Certificate is issued, the Contractor shall upon request furnish to the Architect proof that an nominated sub- Contractor's account included in the previous certificates have been duly discharged. If however the Owner is called upon to make such payments, the same may be done upon a Certificate of the Architect and deduct the amount thereof from sums due or which may become due to the Contractor.

#### **34. CERTIFICATE OF VIRTUAL COMPLETION:**

The Contractor shall intimate in writing to the Architects as and when the works are complete in all respects in order to enable the Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Architects have carried in writing that the same have been 'Virtually complied'.

The defects liability period shall commence from the date of such Virtual Completion Certificate.

#### **35. SAMPLING OF MATERIALS**

The contractor shall submit the samples of various materials for the approval of the Architect. The contractor shall use the material only after the approval of the Architect. The verification of the material shall be done on random base during the progress of the work in either the following manner:

- (a) Random samples would be picked up during execution of work from site & if decided by the Architect, it would be sent to one of the approved laboratories for test & quality check.
- (b) The Architect may direct the contractor to submit the challan of delivery of the material brought at site. It would be on Random based. The Architect may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material.
- (c) Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Architect, well in advance of actual execution and shall be preserved till the completion of the work. All the materials procured by the contractor shall be in conformity with the sample approved by the Architect for the same. Any material, even though approved by Architect if found defective subsequently shall be replaced / removed by the contractor at his own risk & cost.

- (d) For certain items, if frequency of tests is not mentioned in the CPWD Specifications then 25% of the frequency mentioned in relevant I.S. Code shall be applied for testing. Wherever BIS marked materials are brought to the site of work, the contractor shall, if required by the Architect, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
- (e) For any specific job wherever required before execution as desired by Architect a detailed works of drawings with complete fittings, fixture and pattern shall be supplied by the agency at free of cost and shall be got approved from the Architect with conformity to specific job and quality of product as per manufacturer specification before execution of work in advance.
- (f) The cost of tests shall be borne by the contractor.

**36.** Contractor should ensure that directives of Hon'ble National Green Tribunal orders dated 04-12-2014 and 10.04.2015 in O.A. No. 21 of 2014 and O.A. No. 95 of 2014 and MoEF guidelines of 2010 or any direction issued by Hon'ble NGT upto last date prescribed for submission of bid regarding dealing with Air Pollution from construction and demolition sites.

**37. PRECEDENCE:**

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Purchase / Work Order
- (4) The Offer / RFP / Tender

**The filled BOQ( financial Bid ) and signed original tender documents ( technical bid ) would be part of this Agreement .**

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
The Principal (Bharati College)  
by:

( Signature )  
( Director )

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
M/s \_\_\_\_\_  
by:

(Signature)  
(\_\_\_\_\_)

In the presence of:

- 1.
- 2

SIGNED, SEALED AND  
DELIVERED  
For and on behalf of  
M/s Space Ace  
by:

In the presence of:

- 1.
- 2