TENDER DOCUMENT

FOR

Dismantling, and Relocation of Bamboo Structure in Shaheed Bhagat Singh College at Sheikh Sarai Phase II, New Delhi .

To,
The Principal
Shaheed Bharat Singh College
Sheikh Sarai Phase II,
New Delhi - 110017.

ARCHITECTS:
S.K. Associates

 signature of the bidder with company seal.

TENDER NOTICE

Work: Dismantling, and Relocation of Bamboo Structure at Shaheed Bhagat Singh College, University of Delhi, Sheikh Sarai Phase II, New Delhi .

Sealed Tenders are invited in two bid system from reputed contractors AS PER ELIGIBILITY CRITERIA listed below for carrying out **: Dismantling, and Relocation of Bamboo Structure at Shaheed Bhagat Singh College, University of Delhi, Sheikh Sarai Phase II, New Delhi** as per the specifications given in the tender.

1. The followings are the **ELIGIBILITY CRITERIA/TECHNICAL BID CRITERIA** for the contractors to participate in the tender bid:

   a) The tenderer firm should have worked under NECTAR, Department of Science and Technology, Ministry of Science and Technology, Government of India in erecting class rooms of Bamboo structures in University of Delhi.
   b) **The tenderer firm should have the Average annual financial turnover during the last two Years ending 31st March, 2018 of at least Rs 15 Lacs.**

   c) The bidder/agency/firm should have experience of having successfully dismantling and relocating/ erecting the class rooms of bamboo structures in Colleges/ Departments of University of Delhi or other government departments.

   d) The contractor should have a Registered Office/Branch in Delhi/NCR at least for the last 3 years.

2. **Important Note:**

   a) The bidder shall attach authenticated documentary proof in support of financial turnover Certificates/annual audited reports of last 2 years certified by Chartered Accountant/Statutory Auditors.

   b) The bidder should attach work order copies/PO Copies/Completion Certificate/Performance Certificate from the employer clearly indicating the nature, magnitude, date of starting and date of completion of work.

   c) The bidder should provide proper documentary proof supporting their claim in respect of all the above criteria.

3. The entire tendering process is online through CPPP (Central Public Procurement Portal) and all the technical and financial bids have to be submitted **online only** through **http://eprocuregov.in** and no tender in physical form would be accepted. The Notice inviting tender and tender document can also be downloaded from college website www.sbsc.in. The tender fee of **Rs 1000/- (Rs. One Thousand only) which is non-refundable should be submitted in physical form by way of DD / Pay order (PO) drawn in favour of Principal Shaheed Bhagat Singh College**, payable at New Delhi before the last date and time of the submission .
4. The tender documents should accompany an **Earnest Money Deposit (EMD)** of **Rs. 50000/- (Rs Fifty Thousand)** by way of **DD / Pay order (PO)** drawn in favour of **"Principal Shaheed Bhagat Singh College"**, payable at New Delhi. The EMD shall not bear any interest**. Tender documents in pdf form shall be compulsorily uploaded at CPPP. However, in addition the documents of technical bid/qualifying criteria can also be submitted along with submission of the EMD.**
5. No tender would be opened if the EMD is not submitted before the last date and time of the submission of tender. Time is the essence of contract. The dismantling site should be cleared in 30 days and the entire work should be completed in **120 days for relocation including dismantling period** from the date of issue of LOI/work order.

 signature of the bidder with company seal.

6. The last date of filing the tender is **4:00 P.M. on 29/10/2018**

7. The documents required to qualify the Technical Bid is to be submitted online duly filled in and signed on all the pages and stamped by the bidder accompanied by details of the Company Profile, audited balance sheet for last 2 years along with other relevant documents in pdf form. Only tender fee and EMD drafts are to be submitted in physical form at the office of Mr. R.P. Singh Sr PA to Principal before the closing date and time of tender.

8. The tenders shall be opened on **31/10/2018 at 2:30pm.**

9. The Price bid of the Bidder who satisfies the eligibility criteria and qualifies in the Technical bid in all respects only will be opened and that too on online portal only.

10. The College reserves the right to accept any Tender or accept Tenders in part or to reject any or all Tenders without assigning any reasons thereof and will not be liable to Offer any explanation whatsoever.

11. The EMD of the successful bidder would be retained with **Shaheed Bhagat Singh College**, while the EMDs of the unsuccessful bidders would be returned after the placing of work order with the successful bidder.

12. In case if the Bidder after being declared successful L-1 bidder withdraws from the bid or fails to execute the work within the prescribed time his EMD would be forfeited.

13. The bidder must carefully read and examine the whole tender document visit the site at his own expenses, study the technical specifications, drawings etc before Submitting the tender.

14. No consideration shall be given to a tender received after the expiry of time as stipulated above and no extension of time will normally be allowed for submission of the tender.

15. The Notice inviting tenders, the conditions of tender and duly completed form of tender, Specifications etc will inter alia form part of the contract agreement to be executed by the Successful bidder with the College.

16. **Pre-bid Meeting**: For any clarification on the Bidding Document, a pre bid meeting will be held on 25/10/2018 at 3:00 p.m. at PRINCIPAL COMMITTEE ROOM Shaheed Bhagat Singh College At Sheikh Sarai Phase II, New Delhi.

17. Conditional bids would be summarily rejected.

18. Only one bid would be considered from one firm.

19. **Execution of Contract Agreement**: Bidder is required to execute contract agreement for the said work as per the prescribed proforma on a non-judicial stamp paper of Rs.100/- within 15 days from the issue of LOI/Award Letter. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any

 signature of the bidder with company seal.

MEMORANDUM

Name of work	:	**Dismantling, and Relocation of Bamboo Structure at Shaheed Bhagat Singh College, University of Delhi, Sheikh Sarai Phase II, New Delhi .**
Earnest Money Deposit	:	**Rs. 50,000/-Thousand (Rs. Fifty Thousand only)**
Date of Commencement of work	:	From the date of issue of LOI/ Work order
Period of Completion of commencement	:	**30 days for dismantling and clearing the site, and 120 days for relocation including dismantling period** from the date of issues of LOI/work order
Payment Terms	:	a) 70% payment of total value of work can be claimed in phases through running bill as per progress of work i)Minimum amount of value of work to be taken for issue of Interim Certificate for payment : Rs.3,00,000/- . b) 30% to be released after successful completion of work and handed over to the satisfaction and certification of the consultant/Architect **of Shaheed Bhagat Singh College**.
Retention percentage to be deducted From RA Bills as Security Deposit (SD)	:	**10%** of the gross value of the bill
Defects Liability period (DLP)	:	1 year from the date of completion
Refund of Security Deposit (SD)	:	100% of Security Deposit after expiry of Defects Liability Period (DLP) without any interest
Liquidated Damages (LD)	:	0.5% of the Contract value per week or part thereof delay subject to a maximum of 10% of the contract value.
Time within which the payment is to be made	:	20 days

THE CONDITIONS OF TENDER

1. **Online Tender**:

   The bidders have to have to participate in e-tendering only and no bid in physical form whatsoever would be accepted. Only tender fee and EMD demand draft would be accepted in physical form.

2. **Amendment to Bid documents**:

   At any time prior to the deadline for submission of Bids, **Shaheed Bhagat Singh College** may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.

   i) The amendment will be issued on the CPPP only (i.e. http://eprocure.gov.in). Those bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

3. **Clarification on Bids:**

   i) To assist in the examination, evaluation and comparison of the technical bids, **Shaheed Bhagat Singh College** may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, the **Shaheed Bhagat Singh College** reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

   ii) **Shaheed Bhagat Singh College** reserves the right to conduct joint post bid discussion after

opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform.

4. Abnormal Rates:

The bidder is expected to quote rate for each subsection after careful analysis of cost involved for the performance of the completed sub-section considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder for any items are unusually high or unusually low, it will be sufficient case for the rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

5. Change Orders:

At any time during the execution of the contract, changes may be made in the specifications, scope of contract by given a written notice to the contractor by **Shaheed Bhagat Singh College** may make any changes in the quality and/or quantity of the work or any part thereof that may, in its opinion, be necessary and for that purpose the **Shaheed Bhagat Singh College** shall have the power to order the Contractor to do and the Contractor shall do any of the following:-

i) Increase or decrease or split the quantity of work include in the contract,
ii) Omit any such work,
iii) Change the character, quality or kind of any such work,
iv) Change the dimensions of any such work,
v) Execute additional work of any kind necessary for completion of the work under the contract,

and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the **Shaheed Bhagat Singh Singh College**, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the **Shaheed Bhagat Singh College** taking into account the market rate and labour cost at the site for similar works and shall be final.

6. Acceptance / Rejection of Bid:

i) **Shaheed Bhagat Singh College** does not bind itself to accept the lowest tender.
ii) **Shaheed Bhagat Singh College** also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
iii) **Shaheed Bhagat Singh College** also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of **Shaheed Bhagat Singh College** regarding the same shall be final and conclusive.

7. Each and every page of the tender document must be signed by an authorized person.

8. The tenders must be submitted in the prescribed format only.

9. The Bidder must include these charges in the rates quoted, if applicable. No separate claim on this account will be entertained under any circumstances whatsoever. The bidder shall quote his rates inclusive of cost of materials, corresponding wastages, labour, GST, and any other taxes and duties, octroi, and cost of transportation of materials to work site etc.

10. Errors in the schedule of quantities, rates and amount shall be dealt with in the following manner:

a. In the event of a discrepancy between the rates quoted in words and the rates in figures, lowest rate will be taken into consideration.

b. In the event of an error occurring in the amount column as a result of wrong calculation the unit rate shall be regarded as firm and the amount shall be amended accordingly based on the quantity given.

c. All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.

11. The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates.

12. No alterations which are made by the bidder in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be rejected and invalidated.

13. The bidder must have site visit his own expenses for gathering all the information related to work **The site can be inspected on 17/05/2018** from 10:00 a.m. to 3:00 p.m

14. The bidder shall also bear all expenses in connection with the preparation and submission of this tender.

15. EARNEST MONEY DEPOSIT (E.M.D) :

The bidder shall also deposit an amount of Rs. 50,000/- (Rs. Fifty Thousand only) in the form of a Demand Draft/pay order drawn on any Nationalized/scheduled Bank in favour of the **"Principal Shaheed Bhagat Singh College ",** Payable at **New Delhi** at the time of submission of the tender as Earnest Money. **Shaheed Bhagat Singh College** is not liable to pay any interest on Earnest Money.
The EMD of unsuccessful bidder shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful bidder shall be retained as part of security deposit and for the due fulfillment of the contract.

The Earnest Money Deposit submitted by the bidder will be forfeited if,

a) If successful bidder fails to execute an Agreement within specified time as per intimation/request of the **Shaheed Bhagat Singh College**,
b) He withdraws his tender or backs out after acceptance,
c) He withdraws his tender before the expiry of validity period stipulated in the bidding document,
d) He violates any of the terms and conditions of the tender,
e) He revises any of the items quoted during the validity period,
f) Evidences are found to be fraudulent/non-genuine.

16. SECURITY DEPOSIT (S.D) :

Security Deposit shall be deducted from running/progressive bill/s of the contractor @ 10% of the gross value of the each bill. Security Deposit shall not bear any interest. The security deposit shall retained by **Shaheed Bhagat Singh College**, till the end of the defect liability period.

17. COMPLETION PERIOD :

The time is the essence of contract. The dismantling work shall be completed within 30 days and the entire relocation work shall be completed within **120 DAYS including dismantling period** by the contractor from the date of issue of the work order. The work shall be commenced immediately after the issue of LOI . The work is of urgent nature and the completion time schedule should be strictly adhered to by the contractor.

18. The tenders submitted shall remain valid for acceptance for a period of **90 days** from the date of their opening. Should any bidder after being declared as successful bidder withdraws his tender or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.

19. It is not binding on **Shaheed Bhagat Singh College** to accept the lowest tender and reserves the rights to reject any or all the tenders received without assigning any reasons thereof. Further **Shaheed Bhagat Singh College** reserves the right to award

any portion of the work or portions of the work to different bidders or to award the entire work to one bidder.

20. The bidder whose tender is accepted is bound to execute a formal agreement with **Shaheed Bhagat Singh College** in accordance with the draft agreement which will include the notice inviting tender, tender conditions, other papers herein, special conditions, drawings and specifications etc. Irrespective of whether a formal agreement is drawn or not the contractor on being awarded the contract is liable based on acceptance of his tender. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

21. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Architect **Consultant/ Shaheed Bhagat Singh College.**

22. On acceptance of the tender the contractor shall in writing inform **Shaheed Bhagat Singh College and t**he Consultants the names of his accredited representatives who will be responsible to take instructions from the Consultants/ **Shaheed Bhagat Singh College.**

23. The work or any part of it shall not be transferred assigned or subject without the consent of the **Shaheed Bhagat Singh College**.

24. The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by **Shaheed Bhagat Singh College** on other works / sub works in connection with the work.

25. The contractor will be required to insure the work and keep it insured until one month after the date of taking over the works by **Shaheed Bhagat Singh College** or otherwise as per the terms of the contract, against loss or damage by fire and other usual risks other than the risks accepted in the terms of the contract with an approved in **Shaheed Bhagat Singh College**.

26. The contractor is required to comply with all relevant Acts of Govt. relating to labour rules and regulations made thereunder from time to time submit at the proper times all particulars and statements required to be furnished to the labour authorities.

27. For all the items of work executed by him, the contractor will be required to supply, at his own expenses, to the Consultants, copies of post card size photographs in triplicate for each of the works, taken from two approved portions of each item of work at intervals of not more than two weeks during the progress of the work and also at every important stages of the work or as directed by the Consultants/ **Shaheed Bhagat Singh College**.

28. In carrying out the work, the contractor shall comply with the provisions of the safety code, annexed to these papers.

29. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs.100/- (Rupees Hundred Only) regarding their non-blacklisting/Left any work abandoned in any of the government department and public sector undertaking/enterprise in India and central vigilance commission during the last five financial years as per Annexure-X.

FORM OF TENDER FOR WORKS

To,
The Principal
Shaheed Bhagat Singh College,
Sheikh Sarai Phase II,
New Delhi,
Delhi-110017.

Dear Sir,

1. Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the articles of agreement, special conditions, the schedule of quantities, and conditions of the contract and with such conditions of the contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract so far as applicable.

2. Should this tender be accepted, in whole or in part, I/We hereby agree (I) to abide by and fulfill all the terms and provisions of the said conditions of the contract annexed hereto and the conditions of tender so far as applicable or in default thereof to forfeit and pay to **Shaheed Bhagat Singh College, Sheikh Sarai Phase II, New Delhi-110017 ,** the sums of money mentioned in the said conditions.
   a. A sum of **Rs**. **50,000/-(Rupees Fifty Thousand only)** is here by forwarded as Earnest Money Deposit in form of Demand Draft /pay order drawn on any Nationalized/schedule bank in favor of **"Shaheed Bhagat Singh College" ,** payable at New Delhi.
   b. I/We agree (i) that should I/We fail to commence the work specified in the above mentioned memorandum **Shaheed Bhagat Singh College** shall without prejudice to any other right or remedy be the liberty to forfeit the Earnest Money, otherwise shall be retained by **Shaheed Bhagat Singh College** towards security deposit mentioned in the above memorandum. (ii) to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the Consultants/ **Shaheed Bhagat Singh College** and as per said conditions of the contract.

The name of the Proprietor /Partners/Directors of our

firm are: Signature of bidder with seal

Dated the .....day of 2018

PERFORMA -I

BIDDER TECHNICAL DETAILS

S. No.	Particulars/Details	
1.	Name of the Bidders/ Firm	
2.	Year of establishment	
3.	Communication Address	
4.	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
5.	Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
6.	Alternate Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
7.	PAN No.	
8.	GST. Registration	
9.	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
10.	Beneficiary Bank Details	
	Bank Account No	Rs.
	……./NEFT Code	
	Name of the Bank	

 signature of the bidder with company seal.

	Address of Bank	
11.	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
12.	Name of Directors / Partners/ proprietor(s) (Please enclose relevant document/deed)	
13	Status of the firm (Company / Firm/ Proprietary)	
14	Whether registered with the registrar of companies / registrar of firms. If so, mention number and, date.	
15	Whether the bidder is income tax assessee, If so, please mention permanent account number. Furnish copies of income tax returns for three years duly certified	
16.	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past performance of your organization.	
17.	Whether you accept all the terms and conditions of the tender; Yes/No	

 signature of the bidder with company seal.

DETAIL OF EXPERIENCE – PROFORMA-II

1. Details of Similar Experience: Details of Similar works executed during the last 2 years

Sl. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Location of work	Value of Work (In lakh)	Stipulated Time of Completion	Actual time completion with date of start & completion	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give

(Fill up the above table & Enclose legible copies of the supporting documents)

2. Financial Capability: Average Annual Turn Over of the bidder in the last 3 years

SL. No.	**Financial Year**	**Turnover (Rs. in lakh)**
1.	2016-17	
2	2017-18	
	Average	

(Fill up the above table and Enclose copy of Turn over certificates certified by any Chartered Accountant.)

Proforma -III

 signature of the bidder with company seal.

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)

I/We understand that **Shaheed Bhagat Singh College** ____ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s_____

who are submitting offer for providing services to **Shaheed Bhagat Singh College** ___ against Tender Specification No. _____ hereby undertake to comply with the following in line with Information Security Policy of **Shaheed Bhagat Singh College** _____, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of **Shaheed Bhagat Singh College**

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:

DECLARATION

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Dated: ____ , 2018.

To,
The Principal
Shaheed Bhagat Singh College,
Sheikh Sarai Phase II,
New Delhi,
Delhi-110017.

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of nonperformance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been blacklisted by **Shaheed Bhagat Singh College** or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, **Shaheed Bhagat Singh College** may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of **Shaheed Bhagat Singh College** in selection of Bidders will be final and binding to us.

Date: Signature of authorized person

Place: Full Name & Designation:

Company's Seal:

 signature of the bidder with company seal.

TENDER FORM

To,
The Principal
Shaheed Bhagat Singh College,
Sheikh Sarai Phase II,
New Delhi,
Delhi-110017.

Dear Sir,

I/We, the undersigned having carefully gone through and clearly understood the Specifications, with conditions of contract for the above mentioned work, do hereby tender to execute and complete the whole of the works strictly in accordance with the said specifications, etc. at the rates set out in the priced bill of quantities.

I/We am/are sending you herewith an amount of Rs. **50000/ (Rupees Fifty Thousand Only)** as Earnest Money by Demand Draft / Pay Order which amount is not to bear any interest and I/We do hereby agree that the same may be forfeited by you in the event of your accepting my/our tender and I/We fail to execute the contract when called upon to do so.

It is understood that the lowest or any tender will not necessarily be accepted and **Shaheed Bhagat Singh College reserves** the right to accept or reject any or all the tenders and that **Shaheed Bhagat Singh College** is not bound to assign any reason for the same.

I/We agree to keep our offer open for a period of 60 days from the date of opening of tenders.

Thanking you,

Yours faithfully,

Date:

Place (Contractor's signature with seal)

SPECIMEN COPY

Not to be filled. To be executed at the time of award of contract

ARTICLES OF AGREEMENT

Stamped Paper of Appropriate Value

This Agreement entered into on this the _____day of _____ Two Thousand and Eighteen (_____/____/2018) at_____

Between SHAHEED BHAGAT SINGH COLLEGE., a constituent college of University of Delhi, at **Sheikh Sarai Phase II, New Delhi, Delhi-110017.** , represented herein by its……(hereafter referred to as "THE COLLEGE" which expression shall mean and include, wherever the context so requires or admits, its assigns, nominees, successors-in-interest and administrators)

and

……., a contractor having office at …….. (Address) (hereafter referred to as "the Contractor" which expression shall mean and include, wherever the context so requires or admits, its successors-in-interest, administrators and executors).

WITNESSES AS FOLLOWS:

I. WHEREAS the College is a constituent College of university of Delhi

II. WHEREAS the College is desirous of engaging the services of …….. (name of contractor) in respect of …… (name of work) for consideration to be mutually agreed upon by the parties. Whereas the College desirous of appointing …… (name of contractor) as its Contractor to carry out works specified in the Tender documents and the Contractor is desirous of being appointed thus

NOW THIS AGREEMENT WITNESSES THAT in consideration of the above and of the covenants of the parties contained herein, The College hereby engages ……. (name of contractor) as its Contractor for performing work, the scope of which is specified in tender documents, which appointment is hereby accepted by the Contractor, on the mutual terms and conditions contained below:

1. ENGAGEMENT

The College hereby engage the Contractor above named for performing the works specified in the tender documents and employing labour to perform the said works in respect of ……. (name of work).

2. DURATION/TENURE OF CONTRACT AGREEMENT

The engagement of the Contractor by the college under this Agreement shall be for a period of …… months, certain, commencing from …….. This Agreement shall automatically stand terminated upon expiry thereof unless extended by mutual agreement.

3. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

3.1 The contractor shall perform all the works specified in Conditions of contract to this agreement and may engage contract labour for the said purpose, the minimum number to be specified by the College.

3.2 The contractor shall and hereby agrees and confirms to comply with all the provisions of Labour laws and industrial laws in respect of the labour employed thereof.

3.3 The Contractor shall apply for and obtain license as provided for under Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970 whenever it employs 20 or more workmen on any day in a year and also obtain renewal from time to time.

3.4 The contractor shall apply for and obtain license as provided under section 12 of contract Labour (Regulation and Abolition) Act, 1970 for each branch or office as a separate unit.

3.5 The Contractor shall strictly comply with all the terms and conditions that the licensing authority may impose at the time of grant of license and the College shall not be responsible for the same.

3.6 The Contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof.

3.7 The Contractor shall duly maintain a register giving particulars of the contract labour employed, nature of work, rate of wages, etc.

3.8 The Contractor shall also ensure the compliance of the following labour legislations:

(i) Minimum Wages Act, 1984;
(ii) Employees Provident Fund;
(iii) Employees State Insurance Act, 1948
(iv) Workmen's compensation Act, if the ESI Act does not apply.

3.9 The contractor shall obtain an independent code number under the Employees State Insurance Act, 1948 and the Employees Provident Fund.

3.10 The Contractor shall ensure that the compliance with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and other labour legislations is current and up to date at all times during the performance of the works specified in the tender document.

3.11 The Contractor shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time it shall be the responsibility of the College.

3.12 The Contractor or its workmen shall not at any point of time have any claim whatsoever against the College.

3.13 The Contractor shall indemnify the College in so far as liability incurred by the College on account of any default by the contractor.

3.14 Neither the Contractor nor his workmen can be treated as employees of the College for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the College.

3.15 If the contractor fails to discharge his duties or neglects to perform the work agreed to be done under the agreement, the College is entitled to terminate this agreement as per Clause 6 and get the work done by/through others and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement.

4. REMUNERATION

4.1 The College shall pay the Contractor, remuneration for services rendered under the provisions of this Agreement. Provided however, that such remuneration shall be payable only if the Contractor has duly performed all its obligations and covenants under this Agreement and has discharged all its functions and responsibilities to the satisfaction of the College.

4.2 The rate of remuneration payable by the College shall be mutually agreed between the College and the Contractor from time to time, in writing, which shall be read as part and parcel of this Agreement;

4.3 The remuneration payable shall be subject to deduction of tax at source.

1. MISCELLANEOUS

5.1 The College 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;

5.2 The Contractor shall at all times during this Agreement and thereafter, indemnify and keep indemnified the College, its officers, employees and representatives, from all or any claims, losses, demands, damages, etc, which the College, 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;

5.3 Any amendment and/or modifications to this Agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties;

5.4 If any provision contained herein should be held unlawful, becomes incapable of performance by either Party, is rendered void or unenforceable for any reason, that provision shall be severed from this Agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this Agreement.

6. TERMINATION

If the Contractor, in the opinion of the College, fails or neglects to fulfill any or all terms and conditions of the Agreement, the College shall be entitled to terminate this Agreement, without assigning any reason, by a written notice of thirty (30) days to the Contractor and the Contractor shall not have any right to claim any damage/compensation from the College for the same.

7. **NOTICES**

All notices required to be given under this Agreement shall be deemed to be sufficiently given if they are forwarded by registered post A.D./hand delivery with acknowledgement to:

The College at:

To,
The Principal
Shaheed Bhagat Singh College,
Sheikh Sarai Phase II,
New Delhi,
Delhi-110017.
.

The contractor at: ……..

8. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the laws of India. The Courts in New Delhi City alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

9. **DISPUTE RESOLUTION**

In case any dispute/s or difference/s arises between the Parties in connection with any matter relating to this Agreement including termination thereof then at the option of the College, the same shall be referred to Arbitration by a sole Arbitrator appointed by the College. The decision of the sole arbitrator shall be final and binding on the Parties. The provisions of the Arbitration and Conciliation Act, 1996 and amendments, if any, thereto shall be applicable to such arbitration. The place of Arbitration shall be New Delhi and the language of arbitration shall be in English.

10. The original of this agreement shall be with the College and the signed duplicate or Photocopy of the agreement shall be handed over to the Contractor.

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE EXECUTED THESE PRESENTS ON THE DAY, DATE, MONTH AND YEAR WRITTEN HEREINABOVE IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

WITNESSES: 1.	For Saheed Bhagat Singh College
2.	For Contractors

(Signature of the Contractor with seal)

CONDITIONS OF CONTRACT

1. **Interpretation Clauses:**

a. In constructing these conditions, the specifications, schedule of quantities and contract agreement, the following words shall have the meanings here in assigned to them except where the subject or context other requires.

b. Headings and marginal notes to the conditions of contract shall not be deemed to form part thereof or be taken in to consideration in the interpretation or construction there of or of the contract.

c. Where the context so requires (i) words importing persons include firms and corporations and (ii) words importing the singular only also include the plural and vice versa.

d. Employer shall mean **Shaheed Bhagat Singh College,** having its Office **for Shaheed Bhagat Singh College at Sheikh Sarai Phase II, New delhi.**

e. Consultant**:** Shall mean **architects** and engineers, Project Management or in the event of their ceasing to be Consultant for the purposes of this contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.

f. **Contractor** shall mean the execution agency/firm/Company and include his/their legal representatives, permitted assigns, or successors.

g**. Site:** The site shall mean the site where the works are to be executed (**Shaheed Bhagat Singh College**, **at Sheikh Sarai, New Delhi**) including any building and erections thereon allotted by the Employer for the Contractor's use.

h. **The Contract:** Shall mean the tender documents comprising the notice inviting tender, form of tender conditions, the drawings and priced bill of quantities with their preamble, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any, the specifications referred to in the conditions, designs, drawings and instructions issued from time to time by the **Consultants/ Shaheed Bhagat Singh College** and all these documents taken together are deemed to form one contract and shall be complementary to one another.

i. **Bills of Quantities:** Variously also termed priced bill of quantities, schedule of rates, shall means the schedule of quantities originally furnished with the notice inviting tender, duly priced in by the bidder and accepted by the Employer for

   a. Inclusion as a part of the contract for determining the consideration payable to the contractor for executing the work and as part of the contract agreement it is also referred to as the contract scheduled.

j. **Notice in writing** or written notice shall mean a notice in written, typed or printed characters sent (Unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

k. Act **of Insolvency:** Shall mean any act of Insolvency as defined by the presidency towns Insolvency Act. Or the provincial Insolvency Act or any is amending such original.

l. **Net Prices:** If in arriving at the contract amount the contractor shall have added

to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in a tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the contractor, the total amount of any price cost items and provisional sums of money shall be deducted from the total amount or the tender. The expression "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

m. **The works** (or the work) shall unless there by something either in the subject or context repugnant to such construction, be considered 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 addition. Wherever the word "works" is used it shall cover "installation" also under the same definition.

n. **Executed Risks** are risks due to riots (otherwise than among contractors Employees) and civil commotion (in so far as both these are uninsurable war (whether declared or not) invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from air craft, acts of God such as earthquake, lighting and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Employer or causes solely due to use of occupation in manner for which the woks/installations in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

o. Provisional **Items** shall mean items for which only very approximate quantities have been included in the tender documents.

p. **Virtual Completion** of works / installations shall mean the substantial Completion of the works / installations in accordance with the contract enabling the employer to take over the same.

2. **Consultant/ Shaheed Bhagat Singh College Instructions :** The contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully, to the designs, drawings and instructions in respect of the work given by the **Consultants/ Shaheed Bhagat Singh College** and under the directions of and under the supervision of and subject to the approved in all respects by the Consultant/ **Shaheed Bhagat Singh College** who may in their discretion and from time to time issue further drawings, and/or written instructions, directions and/or written instructions, details and explanations which are hereafter collectively referred to as Consultant/ **Shaheed Bhagat Singh College** in regard to:

a. Variation or modification of the design quality or quantity of works of the addition or omission or substitution of any work.

b. Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specifications.

c. The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials therefor.

d. The dismissal from the works of any persons employed there upon.

e. The opening up for inspection of any work covered up.

f. The amending and making good of any defects under clause 19.

g. The removal and/or re-execution of any works executed by the

contractors, on account of defects under clause 18.

The contractor shall forthwith comply with and duly execute any work comprised in such **Consultants/ Shaheed Bhagat Singh College** instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Consultant/ **Shaheed Bhagat Singh College** shall if involving a variation, be confirmed in writing by the contractor within seven days by and if not dissented from writing with in a further seven days by the Consultants/ **Shaheed Bhagat Singh College**, such shall be deemed to the Consultant/ **Shaheed Bhagat Singh College** instructions within the scope of the contract.

Manner of Execution of work: The **Consultant/ Shaheed Bhagat Singh College** shall be entitled to, direct at what point or points and in what manner the works are to be commenced, and from time carried on.

Variation to be approved by Employer : Not withstanding anything herein contained, the **Consultant/ Shaheed Bhagat Singh College** or his representative shall not, without prior concurrence in writing which will result in the Employer having to pay the contractor any additional sum greater than Rs. 2500/- and all such instructions issued to the employer. The contractor shall submit through the **Consultant/ Shaheed Bhagat Singh College** a statement of analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance of the Employer under the terms and clauses 16 hereof shall form a supplementary schedule of quantities.

3. **Agreement copies to be supplied:** The contract Document shall remain in the custody of the Consultant/ **Shaheed Bhagat Singh College** (Employer) and shall be produced by him at his office as and when required by the **Employer/Consultant/ Shaheed Bhagat Singh College** or the contractor. The contractor on the signing hereof shall be furnished by the **Consultant/ Shaheed Bhagat Singh College (Employer**) free of cost with a certified copy of the agreement and one copy each of all drawings on the works and the **Consultants/ Shaheed Bhagat Singh College** or his representatives shall at all reasonable times have access to the same. Before the issue of the final certificate to the contractor he shall, if so required, forth with return to the Consultant/ **Shaheed Bhagat Singh College** all drawings and specifications.

4. **The contractor to provide everything necessary:** 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 rates and amounts shall except as otherwise provided cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
The contractor shall provide at his own cost all materials (except such, materials if any, as may in accordance with the contract be supplied by the Employer) machinery, plant, tools, appliances, implements, ladders cordage, tackle, scaffolding, in fact everyt hing necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be reasonably inferred there from, and if the contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Consultant/ **Shaheed Bhagat Singh College** who shall decide which is to be followed, subject to:

   i. Anything shown or contained in any one or other of (a) the drawings. (b) Specifications and (c) the contract schedule and not shown in the others shall be equally binding as if it were contained in each of them.

   ii. Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.

iii. The following orders of preference shall apply:
(a) The drawings, (b) specifications, covered by bill of quantities, (c) Technical specifications.

5. **Contractor to confirm to legal regulations :** The contractor shall confirm to the provisions any Act of the Legislature relating to the works and to the regulations and Bye - laws of any authority and if any water, lighting and other companies and/or authorities with whose system the structure is proposed to be constructed, and shall , before making any variations from the drawings or specifications that may be necessitated by so conforming give to the **Consultant/ Shaheed Bhagat Singh College** written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work, confirming to the provisions, Regulations or bye-laws in question and any variations so necessitated shall be dealt with under clause 12 & 16.

The contractor shall bring to the attention of **the Consultant/ Shaheed Bhagat Singh College** 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 office all fees that may be properly chargeable in respect of the works and lodge the receipts with the **Consultant/ Shaheed Bhagat Singh College.**

The contractor shall indemnify the Employer against all claims in respect of patent rights and shall define all actions arising from such claims to and himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

The Employer is entitled to deduct all taxes and rates as per existing laws and rules, from any money due or that may become due to the contractor.

The contractor shall indemnify the Employer from and against all claims, demands, proceedings damages, or to which it may put by reason not confirming to or complying with any of the provisions or requirements of any act or sanction, central or state, rules, regulations, Bye-laws of local authorities, panchayats, collector or any other companies relating to or in water, light or other amenities at the site.

6. **Contractor Responsible for setting out work :** The contractor shall on the basis of dimensioned drawings and information necessary for the purpose furnished by the Consultants/ **Shaheed Bhagat Singh College** set out the works on site at his own expense and responsible for the correctness of the positions, levels, dimension and setting out by the representative of the consultant or of the Employer shall not in any way he shall amend at his own cost and to the satisfaction of the **Consultant/ Shaheed Bhagat Singh College,** any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.

7. The contractor shall maintain at the site comprehensive registers, posted up-to-date, showing the nature of the materials/articles/goods their identification marks, dates and the results of the tests, etc. such registers shall be got countersigned by the representatives of the Consultant/Employer at site and extracts from the Consultant and the Employer. The form of the registers shall be mutually set.

The costs of the sets and of the materials and labour and equipment if any, involved in the testing operations shall be borne by the Contractor in all cases except as otherwise provided for in the contract.

8. **Supervision by Contractor:** The contractor shall give all necessary personal superintendence during the execution of works, and thereafter as long as the

Consultants / Shaheed Bhagat Singh College may consider necessary until the expiration of the "Defects Liability Period" satisfied in clause 19 herein. The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name shall be approved by the Consultant/ **Shaheed Bhagat Singh College** and who shall be Consultancy in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Consultant/Employer to such representative shall be held to have been given to the contractor. If the contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid the **Consultant/ Shaheed Bhagat Singh College** shall have powers to suspend the works till such time a competent qualified representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

9. **Dismissal of workman:** The contractor shall on the request of the Consultant/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the person shall not be again employed on the works without the permission of Consultant/Employer.

10. **Access to works: The** Employer, the consultant and his respective representatives shall at all reasonable times have free access to the works and /or to the workshops, factories or other places where materials are laying or from which they are being obtained and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Employer or the consultant except the representatives of public Authorities shall be allowed on the works at any time.

11. **Work not to be sublet:** The whole of the works included in the contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part share thereof or interest therein without the written consent of the Employer, and no undertaking shall relieve the contractor from active superintendence of the works during their progress.

12. **Variation not to vitiate the contract:** No alteration, omission or variation shall vitiate this contract but incase if the **Consultant/ Shaheed Bhagat Singh College** thinks proper at any time during the progress of the works to make any alterations in or additions to or omission from or substitutions for the original drawings, specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof to the contractor, in writing the contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without the previous consent in writing of the **Consultant/ Shaheed Bhagat Singh College** and the value of such extra, alteration, additions or omissions or substitutions shall in all cases be determined by the Consultant/ **Shaheed Bhagat Singh College** with the prior approval in writing of the Employer in accordance with the provisions of Clause 16 hereof, and shall be added to or deducted from the contract amount accordingly.

12.1 The supply and execution of any part of the carrying out of any works incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the contractor to extra paying providing that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, specifications and schedule of quantities and provided the same may be reasonably inferred thereof.

12..2 In the event of extra item/excess quantity including authorized variations result in an addition to the contract sum in excess of 10% be extended on payment by the contractor as follows:

i) In the proportion which the total executed contract value including authorized variations bears to the original contract value, the certificate of the **consultant/ Shaheed Bhagat Singh College** being conclusive as to such proportion:

ii) 10% of the additional value calculated way of i) above or such further value as may be considered to be reasonable by the consultant/ **Shaheed Bhagat Singh College**.

12.3 Similarly, the changing the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the contract schedule, or the carrying out of work under circumstances not contemplated in the specification or the contractor to extra payment.

13. **a) No compensation for alteration in or restriction of work :** If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part or parts thereof as specified in the tender to be carried out, the **Consultant / Shaheed Bhagat Singh College** shall give notice in writing of the fact to the contractor who shall not claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.

b) **Schedule of quantities on standard of measurement:** The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement.

14. **Errors in Bill of Quantities:** No error in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectified and the value thereof as ascertained under clause 16 herein shall be added to or deducted (as the case may be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.

15. **Measurement of works:** The **Consultant/ Shaheed Bhagat Singh College** may from time to time intimate to the contractor and the Employer that he required the works to be measured, the contractor shall fore with attend or send a qualified agent to assist the Consultant/ **Shaheed Bhagat Singh College** or the **Consultant/ Shaheed Bhagat Singh College** representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required either of them.

Provided that the contractor shall give notice of not less than ten clear days to the Consultant/ **Shaheed Bhagat Singh College** or his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered or placed beyond reach of measurement any work without the consent of the **Consultant/ Shaheed Bhagat Singh College** and his representative in ten days inspect the work and cause the measurements to be made if,

any work be so covered up without the consent of the **Consultant/ Shaheed Bhagat Singh College** or his representative-in- charge of the work, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall made for such work or materials with which the same was executed.

Should the contractor not attend or neglect or omit to send such agent then the measurements taken by the **Consultant/ Shaheed Bhagat Singh College** or person

approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract.
The contractor or his agent may at the time of measurement taken such notes and details as he may require.

All authorized extra works, omission and all variations made without **Consultant/ Shaheed Bhagat Singh College** knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurement.

16. **Price of variation:** The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

i. The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein. The extra work shall not exceed 10% of the total contract value.

ii. If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near substantiated by purpose bills/vouchers shall be adopted. Using factors and constants for quantum's of material labor, T & P and sundries from NBO/CPWD, standard PWD data/analysis in the order. When called upon to do so the contractor shall submit the required purchase bills/vouchers.

iii. In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution(deviation) occurs, shall be taken as the lowest applicable rate in the other schedule similarly, in case (ii) above, if similar or near similar items cannot be found in the schedule pertaining to the work which the addition, alteration or substitution(deviation) occurs, similar or near similar items from the other schedules shall be adopted.

iv. In the case of additional, altered or submitted (deviate) work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices substantiated by purchase bills/vouchers, using factors and constants for quantum's of material, labour, T&P and sundries from NBO/CPWD/Standard materials, labour, T&P and sundries from NBO/CPWD/Standard PWD/data analysis in the order thus written, adding 10% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the **Consultant/ Shaheed Bhagat Singh College**.

v. The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additions, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near to similar items in the contract schedule will be decided by the Consultant/ **Shaheed Bhagat Singh College**.

vi. In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principals enunciated and the Consultant/ **Shaheed Bhagat Singh College**. After scrutinizing the analysis and other p a p e r furnished, will allow such rates as he considers reasonable.

vii. Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender or the period schedule of quantities or , if not stated, then in accordance with the minimum local day work rates and wages for the district, notified by the concerned authority, provided that in either case if required by the **Consultant/ Shaheed Bhagat Singh College** vouchers, muster rolls and other documents required for proper verification of the labour employed and the materials developed on the said work and the costs thereof be delivered to the **Consultant/ Shaheed Bhagat Singh College** or his representatives at or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the **Consultant/ Shaheed Bhagat Singh College**. The margin to be allowed on actual costs to the contractor towards profits and overheads shall be 10%.

Viii **Deviation Limit :** It is the value of which the total executed contract value including authorized variation in excess of the original contract value, expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or substitutions (deviations) covered by authorized variations under clause 2 and 13 of the conditions of contract. The values of prime cost sums shall not be included in calculating the above percentage.

ix There shall be no escalation in the price once the price is fixed and agreed by Shaheed Bhagat Singh College with the contractor, but the contractor should agree to pass on to Shaheed Bhagat Singh College any benefit arising out of any subsequent reduction in the price due to reduction in duties and levies so after the prices are fixed, but before delivery of the goods.

17. **Unfixed Materials:** Wherein any certificate (of which the contractor has received payment) the **Consultant/ Shaheed Bhagat Singh College** has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Consultant/ **Shaheed Bhagat Singh College** . The contractor shall be liable for any loss or damage to such materials.

18. **Removal of Improper work, material, etc., :** The **Consultant/ Shaheed Bhagat Singh College** shall, during the progress of the work, have full powers to order in writing from time to time, removal from the works within such reasonable in the opinion specified in the order, of any materials which in the opinion specified in the order, of any materials which in the opinion of the **Consultant/ Shaheed Bhagat Singh College** are not in accordance with the specifications or the instructions of the Consultant/ **Shaheed Bhagat Singh College** or do not confirm to approved samples, the substitution of the rejected materials by proper other materials,and the removal and proper re-execution of any work executed with unsound, imperfect or skilled workmanship or with materials not in accordance with the contract, not withstanding that the same may have been passed or certified or, and paid for and the contractor shall fore with carry out such order at his own cost.

In case of default on the part of the contractor to carry out such order, the Employer shall have the power to being answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the **Consultant/ Shaheed Bhagat Singh College** shall be borne by the contractor, or may be deducted by the Employer from money due or that may become due to the contractor.

In lieu of re-execution of any work not in accordance with the contract **Consultant/ Shaheed Bhagat Singh College** may in their option allow it to remain but will allow for such work reduce rates. The decision of Consultant/ **Shaheed Bhagat Singh College** to exercise his option in this regard and the quantum of reduction to be made in the rate for

the item in question shall be final and binding on the contractor.

19. **Defects Liability Period:** Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period stated in the appendix hereto or if none so stated, within 12 months after the completion of the works arising in the option of the Consultant/ **Shaheed Bhagat Singh College** from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the Consultant/ **Shaheed Bhagat Singh College** and within such reasonable time as shall be stated therein specifying the work, materials or articles complied of notwithstanding that the same may have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost and incase of default. The Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall upon the Consultant/ **Shaheed Bhagat Singh College** certificate in writing be recoverable from the contractor by the Employer or may be deducted by the Employer from any money due or that may become due to the contractor or the Employer may in lieu of such amending and making and by the contractor deduct from any money due to or that may become due to the contractor a sum to be determined by the Consultant/ **Shaheed Bhagat Singh College** equivalent to the cost of the amending and making good such work and in the event of the amount retained under clause 27 being insufficient, recover the balance from the contractor, together with any expenses the Employer may have incurred in connection therewith, should any defective work have been done or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Consultant/ **Shaheed Bhagat Singh College** /Employer as provided in clause 11 the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor himself and been subject to the provisions of clause 2 thereof. The contractor shall remain liable under the provisions of this clause not withstanding the signing by the Consultant/ **Shaheed Bhagat Singh College** of any certificate including the final certificate, or the passing of any accounts.

20. Completion certificate: The works shall not be considered as completed until the Consultant/ **Shaheed Bhagat Singh College** has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work Within ten days of the completion of work, the contractor shall give notice of such completion to the Consultant/ **Shaheed Bhagat Singh College** shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued but no certificate of shall the work considered to be complete until the work as executed, all scaffolding, surplus materials, rubbish and cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Consultant**/ Shaheed Bhagat Singh College** . If the contractor fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended in terms of clause 24 herein, the employer after issuing due to notice, may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. And the expense, if any, so incurred may be recovered from any money due or that may become due to the contractor by the Employer.

21. **Contractor Liable for Damage done:**

21.1. The contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or if any nominated sub-contractor's employee whether such injury of damage arise from careless, accident or any other cause whatever in anyway connected with the carrying out of the contract. This clause shall be held to include, inter- alia, any damage to building, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as all damage caused to the buildings and works forming the subject of this contractor by frost or other inclemency of weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any acts of Government or otherwise and also in respect of any awards of compensation or damages consequent upon such claims.

21.2. 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 party.

21.3 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 anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the

contract, with an approved insurer a policy of insurance in the joint names of the employer and contractor against such a risks and deposits such policy or policies with the employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the employer against all claims which may be made upon the employer whether under the workmen's compensation act or any other statue in force during the currency of this contract or at common law in respect of any employee of the contractor or sub-contractor and shall at his own expenses effect and maintain, until the virtual completion of the contract, with an approved insurer 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 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 claim or proceeding and also in respect of award of compensation for damage arising there form.

The Employer with the concurrence of the consultant/ **Shaheed Bhagat Singh College** shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

22. **Responsibility for safety of building:** The contractor shall be responsible for the safety of the works (including the materials, temporary buildings and plant) until they are taken over by the employer and they shall stand at there risk, and be in the sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

22.a) **Insurance of the works:** The contractor shall within 7 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier against laws or damage by fire and unusual risks other than fire against which insures generally provide cover in a **CONTRACTORS ALL RISK POLICY**, with names of the

employer and contractor(the name of former being placed first in the policy), for the full amount of the contract. Such policy shall cover the property of amount of the employer only and Consultant and surveyor's fees for assessing the claim and in connection with his services generally in re-instatement sub-contractor or employee.

The contractor shall deposit the policy and receipts for the premium paid with the consultant within a week of the date of commencement of the work unless otherwise instructed by the consultant/ **Shaheed Bhagat Singh College.** In default of the consultant/ **Shaheed Bhagat Singh College** on his behalf may be due or that may become due to the contractor. The contractor shall as soon as claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completions of the works in the same manner as though the fine or other such risk had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as the consultant/ **Shaheed Bhagat Singh College** deciders.

23. **Liquidated damages:** If the contractor fails to complete the works by the date stated in the Memorandum or within any extended time under clause 24 herein below the contractor shall pay or allow the employer the sum named in the appendix as "Liquidated damages" for period during completion of the work as defined in the contract, and the employer may deduct such damages from any money due or that become due to the contractor.

24. **Extension of time:** If the contractor shall desire of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as (a) force majeure or (b) any an act of God or (c) proceedings taken or threatened by or dispute with adjoining or neighboring owners or public owners or public authorities arising otherwise than though the contractors or (d) the work or delays of other contractors or the consultant/ **Shaheed Bhagat Singh College** and not referred to in the schedule of quantities and or specifications or (e) strike or lockout affecting any of the building trades or directly the work or (f) delays in the supply of materials stipulated to be supplied by the employer or any other valid ground, he shall apply in writing to the consultant/ **Shaheed Bhagat Singh College** withn 15 days of the date of such hindrance an account of which he desires such extension as aforesaid and the consultant/ **Shaheed Bhagat Singh College**, if in his opinion reasonable grounds have been shown thereof, may with the previous approval in writing of the employer make a fair and reasonable extension of time for completion of contract works, but the contractor shall nevertheless the constantly use his Endeavour's to prevent delay and shall do all that may reasonable be required of him to proceed with the work expeditiously provided.

a. That the contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and
b. That the contractor shall suspend the works whenever called upon to do so in writing by the **consultant/ Shaheed Bhagat Singh College** and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.

25. **Failure of contractor to comply with consultant/ Shaheed Bhagat Singh College Instruction:** If the contractor, after receipt of written notice from the consultant/ **Shaheed Bhagat Singh College** requiring compliance within a week fails to comply with such further drawings/and/or consultant/ **Shaheed Bhagat Singh College** instructions, the employer may employ and pay other persons to execute any such work whatsoever that may employ and pay other persons to execute any such work whatsoever that may necessary to give effect thereto, and all costs incurred in connection there with shall be recoverable from the contractor by the employer on the certificate of **the consultant/ Shaheed Bhagat Singh College** as a debt or may be deducted by him from any money due or to become due to the contractor.

26. **Termination of contract by Employer**: If the contractor being an individual or a firm commits any "Act of Insolvency", or college shall have an order for compulsory/voluntarily or be subject to the supervision of the court and of official assignee or the liquidator in such acts of insolvency or winding up, as the case may be and shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the consultant/ **Shaheed Bhagat Singh College** that he is able to carry out and fulfill the contract and to give security therefore, if so required by the **consultant/ Shaheed Bhagat Singh College** OR if the contractor (whether an individual, firm of incorporated company) shall suffer execution to be issued. OR shall suffer any payment under this

contract to be attached by or on behalf of any of the creditors of the contractor. OR shall assign or subject this contract without the consent in writing of the employer first obtained. OR shall charge or encumber this contract or any payments due or which may become due to the contractors there under; OR if the **consultant/ Shaheed Bhagat Singh College** shall certify in writing to the employer that the contractor.

i) Has abandoned the contract, or

ii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or

iii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving the consultant/ **Shaheed Bhagat Singh College notice** to proceed.

iv) Has failed to remove the materials from the site or to pull down and replace work for seven days after receiving from the consultant/ **Shaheed Bhagat Singh College** written notice that the said materials or work were condemned and rejected by the consultant/ **Shaheed Bhagat Singh College** under these conditions, or

v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or

vi) Has to determine of good workmanship or without the consent if writing of the employer sublet any part of the contract.

Then and in any of the said causes the employer may not withstanding any previous waiver, after giving seven day's notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the **Consultant/ Shaheed Bhagat Singh College** or the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently executed had been executed by or behalf of the contractor. And further the employer by his agents or servants may enter upon and take possessions of the works and all plant, tools, scaffolding, sheds, machinery, steam or other power utensils and materials laying upon the premises or the adjoining lands or roads, and use the same as his own property or may deploy the same by means of his own servants and workmen in carrying on and completing the works or by employing other contractor or persons to complete the work and the contractor shall not in any way interrupt do not act, matter, or thing to prevent or hinder such other contractor/s or other person or persons employed for completing and finishing or using the materials as soon thereafter as convenient the Consultant/ **Shaheed Bhagat Singh College** shall give notice in writing to the contractor to remove his

surplus materials and plant, and should be contractor fail to do so within a period of 14 days after receipt thereof by him the employer shall be entitled to sell the same by public auction and give credit to the contractor for the amount realized.

The contractor's account shall also be credited with the amount that would have been payable to him, for uncompleted work (completed by the Employer through other contractor/s or person as aforesaid) in terms of his agreement as if the contractor had not been determined and he (the contractor) had continued to execute the work to it completion. The actual gross expense to the employer including incidental charges in completing the uncompleted work through other contractor/s or person or persons shall be debited to the contractor's accountant if it be not less than the credit for the uncompleted work as above referred if however, the said debit to be made less than the said credit then the amount to be debited shall be less than the said credit, then the amount to be debited shall be equal to the value of the credit given as above referred.

The consultant/ **Shaheed Bhagat Singh College** shall thereafter as certain and certify in writing what (if anything) in the final accounting is due to payable to the contractor for the sale of the surplus materials and plant and loss the employer shall have been put any owing, to the contractor and vice versa, and the certificate of the Consultant/ **Shaheed Bhagat Singh College** in this regard shall be final and conclusive between the parties.

27. **Certificate and payment:** All bills in triplicate shall be submitted by the contractor along with detailed measurements of the work completed at site provided. The consultant shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having some to be verified and to the extend work has been executed in accordance with the contract, issue interim certificate and the employer shall make payment to the contractor (as per payment terms mentioned in Memorandum) on the basis of such certificates within the period specified for honoring interim certificates) subject to retention of SD at the percentage mentioned in the said Memorandum till the whole SD is collected.

And when the works have been virtually completed and the **Consultant/ Shaheed Bhagat Singh College** shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the **Consultant/ Shaheed Bhagat Singh College** payment shall be made by the employer with in the time named in the Memorandum as "Installment after virtual completion". And 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 **Consultant/ Shaheed Bhagat Singh College** after the expiration of the period to as "the defects liability period" in the appendix hereto from the date of virtual completion or as soon after the expiry of such period as the works shall have been finally completed and all made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the **consultant/ Shaheed Bhagat Singh College** of any certificate during the progress relive the contractor from his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or material or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or materials which is reasonable examination would not have disclosed. No certificate of the **consultant/ Shaheed Bhagat Singh College** shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will be contractors have a claim for any amounts which the consultant/ **Shaheed Bhagat Singh College** might subsequently be discovered as not payable and in this respect the employer's decision shall be final and binding.

The **Consultant/ Shaheed Bhagat Singh College** shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The **Consultant/ Shaheed Bhagat Singh College**, may, in any certificate make any correction in any previous certificate which shall have been issued by him. No certificate of payment will be issued by **the Consultant/ Shaheed Bhagat Singh College** if the contractor fails to insure the works and keep them insured till the issue of the virtual

completion certificate of payment may be refused if the contractor fails to execute the formal agreement within two weeks of his being called upon to do so.

28. **Security Deposit / Retention moneys bear no interest:**
Return money/security deposit, or the balance of it available with the employer, shall be refunded to the contractor in the manner specified in the Appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return, not withstanding any provision to the contrary elsewhere in this contract.

29. **Matters accepted from Arbitration:** The decision, opinion, direction certificates (except for payment) with respect to all or any of the matters under clauses 2,4,7,9,12,16,18,19,24,26 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the **Consultant/ Shaheed Bhagat Singh College** or any refusal of the **Consultant/ Shaheed Bhagat Singh College** to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provisions as to opening the reference) as if it were a decision of the Consultant/ **Shaheed Bhagat Singh College** under the following clause.

30. **Arbitration Clause:**

i. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof on this contract or the rights touching or concerning the works or the execution or maintenance operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract or after determination, for closure or breach of the contract to the contract either of them and to the appointing authority who shall be appointed for this purpose by the employer (NIC) be referred for adjudication to a sole arbitrator to be appointed as herein after provided.

ii. For the purpose of appointing the sole arbitrator referred to above, the appointment authority will send within thirty days of receipt by him of the written notice aforesaid to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

iii. The contractor shall on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the appointing authority within thirty days of receipt of him of the names. The appointing authority shall there upon without any delay appoint the said person and the sole arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole arbitrator.

iv. If the appointing authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall be unconnected with either party. The appointing authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint him as the sole person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the appointing authority.

v. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

vi. The work under the contract shall however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceeding.

vii. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

Viii. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

ix. The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

x. The fees, if any of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of the parties. The costs of the reference and of the award including the fees, If any of the arbitrator who may direct to and by whom and in what manner, such costs or any part there of shall be paid and may fix or settle the amount of costs to be paid.

xi. The award of the arbitrator shall be final and binding on both the parties.

xii. Subject to aforesaid the provisions of the arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.

31. **Right of technical scrutiny of final bill:** The employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the employer to recover the sum.

32. **Employer entitled to recover compensation paid to workmen:** If, for any reason the employer is obliged, by virtue of the provisions of sub- section (1) of section 12 of the Work men Compensation Act 1923, to pay compensation to a work men employed by the contractor, in the execution of the works the employer will recover from the contractor the amount of compensation so paid, and without prejudice, to the right of the employer under sub-section (2) of section 12 of the said Act, the employer will be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the employer shall not be bound to contest any claim made against him under sub-section (1) of section 12, of the said act, except on the written request of the contractor and upon his giving to the employer full security for all cost for which the employer might become liable in consequence of contesting such claim.

33. **Labor laws/Regulations:** The contractor shall employ labor in sufficient numbers directly through sub-contractors to maintain throughout the period of the contract the rate of progress required according to approved program of work and of quality to ensure proper workmanship in accordance with the specifications and drawings and the Consultant/ **Shaheed Bhagat Singh College** instructions.

The contractor will comply with the provisions of all Acts of Government relating to labor and the rules and regulations made there under from time to time. He shall also submit at the proper time all particulars statements required to be furnished to the labor authorities on being directed to do so by the Consultant/ **Shaheed Bhagat Singh College**.

The contractor shall register and obtain necessary licenses, maintain all registers, records,

notices and documents and submit returns as prescribed by various enactments required under various statutes including the contract labour (Regulation and abolition) Act, 1970 and rules made there of all the statutory regulations that are in time in all matters concerning this contract. The contractor will also comply with all the rules and regulations stated in the minimum wages Act 1948 and the subsequent amendments. The contractor shall indemnify the employer against any liability that may arise due to the noncompliance of any provisions under minimum wages act 1948 or any enactment affecting the work contemplated under this contract.

34. **Apprentice Act:** The contractor shall comply with the provisions of the Apprentice Act 1961 and the Rules and Orders issued there under form time to time. Failure to do so will amount to a breach of contract and the employer may in his discretion terminate the contract. The contractor shall also be liable for any or other liabilities arising on account of any violation by him of the provisions of the Act.

35. **When Contractor Dies:** Without prejudice to any or remedies under this contract, if the contractor dies, the employer shall have the option of terminating the contract and the contractor would be compensated to the extent of work done and duly certified by the **consultant/Architect. & Employer**

36. **General Indemnity :**The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Panchayat, Collector or any companies relating to or in connection with the works or to labour or for supply of water, light or other amenities at the site.

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS IN RELATION TO EXTERIOR CIVIL WORKS.

SAFETY CODE

1. The contractor shall maintain in a readily accessible place " **FIRST AID APPLIANCES"** Including adequate sterilized dressings and cotton wool.

2. The injured person shall be taken to public Hospital without loss of time, in case where the injury necessitates hospitalization.

3. Suitable and strong and scaffolds should be provided for workmen for all works that cannot safety be done from ground.

4. No portable single, ladder shall be over 9 meters in length. The width between the side rails shall not be less than 30cm (clear) and the distance between two adjacent rungs not more than 30 cm. When a ladder is used an extra helper shall be engaged for holding the ladder.

5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing, the minimum height of which shall be one meter.

6. No floor, roof or any other part of the structure shall be so loaded with materials as to render it unsafe.

7. Workers shall be provided with protective glasses, footwear, headwear and rubber hand gloves wherever required.

8. Those engaged in welding works shall be provided with welder's protective eye and gloves.

9. I) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
   II) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint if dry rubbed and scraped.

10. Overalls shall be supplied by the contractor to the painter and adequate facilities shall be provided to enable the working painters to wash themselves during the period of cessation of work.

11. Hoisting machines and tackle used in the works including their attachments anchorage and supports shall be maintained in perfect conditions.

12. Ropes used in hoisting or lowering materials or as a means suspension Shall be of durable quality and of adequate strength and free from defects.

SPECIAL CONDITIONS

1. These specifications are for the work to be done. Items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Consultant/ **Shaheed Bhagat Singh College**.

2. The workmanship is to the best available and of a high standard, use must be made of Specialist" tradesman in all aspects of the work and allowance must be made in the rates for doing so.

3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Consultants/ **Shaheed Bhagat Singh College** in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.

4. Samples of all materials including those specified by name of the manufacturer or the brands, trades name or by the reference to catalogue Nos. are to be submitted to the either orders delivers in the bulk to site. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expanse of the contractor.

5. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Consultant/ **Shaheed Bhagat Singh College** before proceeding with such works.

6. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Consultant/ **Shaheed Bhagat Singh College** for approval.

7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by consultants or the **Shaheed Bhagat Singh College.**

8. The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.

9. Partition line out shall be done at the site before starting the work and got approved from the Consultants.

10. The contractor shall submit Bar chart (CPM method) for the complete work within one week of letter of acceptance of tender and get the same approved from Consultant/ **Shaheed Bhagat Singh College** in advance to co-ordinate the work with other agencies.

11. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, his own cost.

signature of the bidder with company seal.

12. GST, will be paid separately. All other taxes will be inclusive and the bidder should quote accordingly.

13. The rates are firm and no escalation on any account shall be allowed on accepted rates.

14. During working at site, some restrictions may be imposed by **Shaheed Bhagat Singh College** /Security staff of **Shaheed Bhagat Singh College** or Local Authorities regarding safety and security etc., the bidder shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.

15. No compensation shall be payable to the bidder for any damage caused by rains,lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

16. If the bidder fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/ Award Letter to proceed with the work, **Shaheed Bhagat Singh College** shall forfeit the earnest money deposited by him along with the tender.

17. All the works to be carried out in accordance with latest CPWD/ IS Specifications and as per the directions of **Shaheed Bhagat Singh College .**

18. The work has to be carried out in neat and tidy manner to the satisfaction of the **Shaheed Bhagat Singh College** and all care has to be taken to ensure that no part of the building gets damaged during execution of works. Materials used for carrying out the work shall be of standard quality as per technical specifications. Work has to be completed in all respect within **120 days including dismantling period** from the date of issue of LOI/Award Letter to the contractor.

19. If the bidder fails to undertake the job satisfactorily or violates the terms conditions or not attending the work effectively, **Shaheed Bhagat Singh College** has every right to cancel the contract and forfeit the EMD/security deposit without assigning any reason whatsoever.

20. The contractor has to comply with all the norms of municipal and other authorities as per regulations. Clearance from all local authorities for carry out the work shall be scope of bidder without any extra cost.

21. The bidder shall have to remove all 'malba/debris' if any from the site on same day at his own cost and cleaning of the site has to be done on daily basis. No assistance for cleaning work shall be provided by **Shaheed Bhagat Singh College**.

signature of the bidder with company seal.

22. The electricity cost for welding or any other work required in dismantling and relocation of bamboo rooms shall be borne by the contractor or else the it will be deducted from the bill of the contractor on presumptive basis.

23. COST OF TESTS

The bidder is bound to carry out the tests, if any, as per the Department of Science and Technology/ or the relevant agency guidelines for ascertaining the quality of the works executed/ materials used as and when directed by the **Shaheed Bhagat Singh College /Consultants**. The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the bidder except for such exclusions as are specifically mentioned in the specifications laid down in the contract. The cost of all test carried out in Laboratories as directed by the **Shaheed Bhagat Singh College** will be borne by the contractor.

24. DRAWING AND SPECIFICATIONS

A copy of tender documents and all relevant drawings and specifications shall be available at site for reference. All as built drawings both soft and hard copy has to be submitted by the contractor along with final bill

TECHNICAL SPECIFICATIONS FOR DISMANTLING AND RELOCATION WORK

1. The existing bamboo rooms are to be dismantled as the site is to be cleared for construction of staff flats. The dismantling has to be completed within 30 days from the date of award of contract.
2. The material and the fittings like doors, windows etc. of the existing bamboo rooms is to be carefully dismantled so that they can be used to relocate these bamboo rooms at different location as per the size and specification mentioned in drawings attached. Any additional material used in relocation has to be borne by the contractor.
3. The paint material shall also be borne by the contractor
4. Any other material used in relocation shall be borne by the contractor

1 2 . INSPECTION AND TESTING:

The Consultant/ **Shaheed Bhagat Singh College** shall be entitled at all times at the risk of contractor to inspect and/or test by itself through an independent agency appointed by the Employer to Inspect, and/or test all the materials, components, and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and as directed by Consultant/ **Shaheed Bhagat Singh College.**

signature of the bidder with company seal.

LABOUR LAWS AND RULES

The Contractor shall submit the labour report fortnightly to the Architect/Client & maintains relevant records and fulfils all conditions ad requirements in accordance with

a. T h e payment of Wages Act

b. Employer's Liability Act

c. Workmen's Co`mpensation Act

d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules

1971

e. A p p r e n t i c e s Act 1961

f. Any other Act or enactment relating thereto and rules framed there under

from time to time.

The **Site Engineer** shall refrain from involving himself and the supervisors under him by comments / advice / attempts at mediation in any kind of labour dispute at site. **His job is only to report to his superiors any happenings of this sort in an objective manner.**

RATES

1. Quantities mentioned are approximate and payment shall be made on actual measurements.

2. The rates mentioned in BOQ are for the labour of the items. The contractor is expected to carefully dismantle the rooms and use the fittings and bamboo structure to relocate the rooms at new site in the college as per the drawings attached. Any additional material required apart from the material available from dismantling will be borne by the contractor.

3. The quoted rates shall include the cost of the material if any extra used (apart from the material available from dismantling) due to carelessness/negligence in dismantling or otherwise as well as paints, anti-termite treatment in the foundation and the wooden bamboo panels.

4. The quoted painting rate shall include the painting material for painting the bamboo structure, fittings of doors, pipes, fans and any other paintable item.

signature of the bidder with company seal.

5. After completion of the work the site shall be cleared from all waste, rubble, left over materials etc., and thoroughly cleaned ensuring that all laminates, floorings, walls, furniture surfaces and tops etc., are spotless clean.

Annexure – X

UNDERTAKING

This is to confirm that we M/s _____ (give full address) have not been blacklisted/left any work abandoned in any of the government department and public sector undertaking / enterprise in India and central Vigilance commission, in last five year before release of advertisement. If the above information found false at any stage after the placement of Purchase/work Order, **Shaheed Bhagat Singh College, at Sheikh Sarai Phase II, New delhi.**Rein after called Procurement Consultant) will have full right to cancel the Purchase/work Order and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by, which may be deemed fit at that point of time.

Authorized Signatory

signature of the bidder with company seal.

LIST OF APPROVED BRAND NAMES

All material specified in the schedule of quantities, specifications and conditions of contract must conform to the following brand names. Samples of all materials to be used must be submitted and got approved before actual procurement and Owner / Architect reserves the right to select any of the brand names specified herein for use.

S.No:	**MATERIAL DESCRIPTION**	**BRAND / TRADE NAME OR EQUIVALENT APPROVED BY ENGINEER IN CHARGE**
1.	Paints	ASIAN, ICI, BERGER OR EQUIVALENT APPROVED BY ARCHITECT/CONSULTANT ON DOORS IRON PIPES WINDOWS ETC.
2.	Water proof paint	LACQUER /WEATHER PROOF PAINT OR EQUIVALENT APPROVED BY ARCHITECT/CONSULTANT ON WOODEN BAMBOO STRUCTURE
3.	Anti Termite Treatment	PCI TERMEX OR EQUIVALENT APPROVED BY ARCHITECT/CONSULTANT IN THE FOUNDATION AND ON THE BAMBOO STRUCTURE

Note:- For any other item required to be incorporated in work , sample shall be got approved from the Owner / Architect before actual procurement and commencement of that item of work.

signature of the bidd[illegible] company seal.

Signature Not Verified
Digitally signed by PARMOD KUMAR KHURANA
Date: 2018.10.12 18:48:30 IST
Location: eProcure