

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

F.NO: BC/ADMIN/BOUNDARY WALL WORKS/2023/ 542

Dated: 09/06/2023

**NOTICE INVITING E-TENDER FOR CONSTRUCTION OF NEW GUARD ROOM &
BOUNDARY WALL REPAIR WORK AT BHARATI COLLEGE CAMPUS OF BHARATI
COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058.**

Online e-tenders are invited on behalf of the Principal, Bharati College, University of Delhi from the eligible bidders for Construction of proposed guard room, amin gate and boundary wall repair works at Bharati College Campus of Bharati College at C-4, Janak Puri, New Delhi-110058:-

2. The complete set of tender documents can be downloaded from the website link <http://eprocure.gov.in> & www.du.ac.in & www.bharaticollege.du.ac.in the filled-in tender forms should be applied through online at <http://eprocure.gov.in>.

3. Approximate cost of the Works:- 72.0 Lakhs (approx.)

4. Time for work completion: 120 days from the 7th day of issue of letter of Intent.

5. Manual tender application will NOT be entertained.

6. The technical bids will be opened first and financial bids of technically qualified bidders only in the presence of the Purchase Committee.

7. Critical Dates:

	<u>DATE</u>
Published Date	13-06-2023
Bid Document Download	13-06-2023
Bid clarification start date	13-06-2023
Pre-Bid Meeting	14-06-2023 (at 12:00 noon)
Bid Submission Start Date	15-06-2023
Bid Submission End Date	05-07-2023
Technical Bid Opening Date	07-07-2023
Financial Bid Opening date	14-07-2023

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

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

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

**Principal
Bharati College**

SECTION- I: DETAILS OF TENDER

1	Details of work to be done	Construction of New Guard Room & Boundary wall repair works at Bharati College Campus of Bharati College at C-4, Janak Puri, New Delhi-110058
2	Form of contract	Item rate tender
3	Earnest money (Refundable)	Rs. 1,50,000/- in form of demand draft in favor of the “Principal, Bharati College” Payable at New Delhi in a Separate Sealed Envelope or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.
4	Cost of tender documents (Non refundable):	Rs. 5,000/- in form of demand draft in favor of the “Principal, Bharati College” Payable at New Delhi in a Separate Sealed Envelope or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058..
5	Period of contract / time of completion	120 Days
6	Last date and time for Receiving of sealed tender	05/07/2023 by 3.30 PM Interested bidders may download the tender enquiry documents and submit their tenders online at Central Public Procurement Portal website: https://eprocure.gov.in/eprocure/app and bid online through the portal www.eprocure.gov.in .
7	Place and date of opening	Same as above at 04.00 PM (technical Bid) On 13/07/2023 at 03.00 PM (financial bid of technically qualified bidders only)
8	Eligibility Criteria	a) Experience of having timely & successfully completed similar works viz., Boundary wall construction/ renovation works in govt. sector / PSU's/educational institutes during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:- [1] Two similar completed works costing

		<p>not less than the amount equal to 40% of the estimated cost.</p> <p>Or</p> <p>[2] One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>b) Should not have been blacklisted by any PSU / Govt. Department (a self certification is required)</p> <p>c) The Bidder company/firm should have at least one branch offices(s) in Delhi/NCR for 100% support services. Documentary proof need to be submitted for office address.</p> <p>d) PAN, TIN & GST Numbers should be a mandatory requirement for all bidders and it should be clearly mentioned in tender documents.</p> <p>e) Average financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 80% of the estimated cost.</p> <p>f) Defect Liability and free maintenance period shall be twelve months from the date of virtual completion of the works.</p> <p><i>Supporting document(s) to be enclosed for above or else bids will be rejected.</i></p>
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SECTION- II : SUMMARY OF SALIENT FEATURES

1	Type of Contract	Item rate basis
2	Validity of offer	180 days from the last date of submission of bid.
3	Earnest Money Deposit (Refundable)	Rs. 1,50,000/- in form of demand draft in favor of the “Principal, Bharati College” Payable at New Delhi in a Separate Sealed Envelope or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058..
4	Cost of tender documents (Nonrefundable)	Rs. 5,000/- in form of demand draft in favor of the “Principal, Bharati College” Payable at New Delhi in a Separate Sealed Envelope or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.
5	Date of commencement of work at site	Within 7 days from the date of issue of letter of Intent
6	Period of completion	120 days from the 7 th day of issue of letter of Intent (Site may be handed over in phased manner)
7	Interim Payments	Once in Every Month
8	Minimum value of work for running bills	Rs. 20 lakhs (except final bill)
9	Period of honoring of certificates	21 days from the date of issue of certificate of payments by the Architect
10	Retention Money	10% to be retained from each bills.
11	Defect Liability period	12 months from the date of issue of virtual Completion certificate by the Architect.
12	Liquidated Damages	0.5% per week or part there of subject to the max of 10% of accepted contract price.
13	Language for communication	English
14	Insurance, Custom Duties & taxes, work contract tax, sales tax, service tax	To be provided and paid by contractor (price quoted to include all taxes)
15	Assignment & Subletting	Not allowed
16	Rates of B.O.Q's items	To be quoted all inclusive and including all taxes, GST, charges, surcharges, cess etc. i.e., net to the

		Institute
17	Period of submitting final bill by contractor	One month from the date of virtual completion
18	Labor Cess	1% of contract value will be deducted by Bharati College as labor Cess payable to Delhi Government.
19	Water and electricity charges	<p>Water Supply: Water Supply will be provided at single point by Owner, Contractor shall at his own expense make all necessary arrangements for distribution of water for construction purpose.</p> <p>Electricity: 0.25% of the total project cost shall be deducted towards electricity charges from contractor's final bill.</p> <p>Water: 0.25% of the total project cost shall be deducted towards water charges from contractor's final bill.</p>
20	Signing of Agreement	Within seven days of the issue of letter of intent/work order.
21	Income tax deduction	At prevailing rate from each running bill

Signed this _____ dated _____ 2023

Signature of contractor
with date and seal

SECTION – III : NOTICE TO CONTRACTORS

M/s -----

**PROJECT: CONSTRUCTION OF NEW GUARD ROOM & BOUNDARY WALL
REPAIR WORKS AT BHARATI COLLEGE CAMPUS OF BHARATI COLLEGE
AT C-4, JANAK PURI, NEW DELHI-110058**

Dear Sir,

1. The Bharati College, New Delhi takes the pleasure in inviting you to tender for the aforesaid work,
2. Sealed tender should be addressed to **The Principal, Bharati College at C-4, Janak Puri, New Delhi-110058.**
3. The tenders are required to submit their offer in sealed packet.
4. Clarification on technical issues, if any, may be obtained from the Architect, M/s SPACE ACE, V-20A/05, DLF- City- III, Gurgaon, Haryana- 122002 Phone no 0124-4106618 on any working day during normal working hours.
5. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work acquaint himself with all local conditions and matters pertaining thereto.
6. Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with all the conditions/specifications, as laid down. Any tender with any of the documents not so signed may be rejected.
7. Any additions and alterations made to fill the tender must be attested by initial of the tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No request, advice or any change in rates or conditions after submission of the tender will be entertained.
8. The tenderers shall deposit with Bharati College payable at Delhi Rs 1,50,000/- by Demand Draft only from any of the scheduled bank in favor of the "Principal Bharati College" as the Earnest Money or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058. The EMD of the unsuccessful tenderers will be returned without any interest within 30 days, after a decision is taken regarding the award of the Contract. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall be rejected. It may be noted that conditional Tender may be liable to be rejected. The EMD of the Tenderer shall be forfeited in the following circumstances: -
 - (i) the Tenderer withdraws his bid;
 - (ii) the tenderer either fails to start the work within a period of 7 calendar days or fails to execute the agreement within 15 days after the receipt of letter of acceptance of tender or the Letter of intent;
 - (iii) The Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

- (iv) Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.
9. Within 7 (working) days of the receipt of intimation from the Bharati College of the acceptance of his/their tender, the successful tenderers shall be bound to implement the Contract by signing agreement in accordance with the terms and conditions of the contract attaching herewith, but the work order or the written acceptance by the Bharati College of tender will constitute a binding agreement between the Bharati College and the Contractors so tendering whether such formal contract is or not subsequently entered into.
 10. All compensations or other money payable by the Contractor to Bharati College under the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention money being reduced by reason of- any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his retention money.

In case, where the same item of work is mentioned at more than one place in the Schedule of quantities the lowest of the rates quoted by the Contractor for the item shall be taken for the payment of that item.
 11. Time is the essence of the Contract. The work should be completed in 120 days by the Contractor from 7th day of issue of letter of Intent to commence the work. Tenders shall not claim any extension of time. However, the Bharati College to its sole discretion may extend the time for completion of work.
 12. The contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay liquidated damages for the period that work remains incomplete as per the relevant clause.
 13. The quantities contained in the Schedule are only approximate. The work as actually carried out and done will be measure up from time to time, for which payment will be made subject to the terms and conditions of the Contract.
 14. Tender shall be valid for period of one hundred and eighty days (**180 days**) from the last date of submission of bid to Bharati College. However, Bharati College is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so along with their tender.

**Principal
Bharati College**

SECTION – IV: LETTER INVITING TENDER

To, _____

PROJECT: CONSTRUCTION OF NEW GUARD ROOM & BOUNDARY WALL REPAIR WORKS AT BHARATI COLLEGE CAMPUS OF BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058.

Dear Sir,

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

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

Name of work : **CONSTRUCTION OF NEW GUARD ROOM & BOUNDARY WALL REPAIR WORKS AT BHARATI COLLEGE CAMPUS OF BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058.**

1. Time for completion of the work : **120 Days (to be completed in phased manner)**

2. Earnest Money Deposit (Refundable) : **Rs 1,50,000/-** by demand draft
In favor of “Principal, Bharati College” payable at New Delhi or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.

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

3. Cost of tender documents (**Non Refundable**): **Rs. 5,000/-** in form of

demand draft in favor of “Principal, Bharati College” payable at New Delhi in a Separate Sealed Envelope or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.

4. Tenders to be submitted : **The office of the Principal
Bharati College Campus
C-4, Janak Puri, New Delhi-110058.**

5. **Last date for submission:
of tender** **05-07-2023**

6. Date for opening: 06-07-2023

B. CONDITIONAL OFFER

1. Any tenderer who proposes alterations to any of the conditions, specifications laid down in the tender documents or proposes any new conditions, whatsoever will be liable to be rejected.
2. In case any tenderers, in spite of clause 1.0 above proposes any new conditions or proposes alteration to any condition / specifications, which will have financial effect if the condition/alteration are not accepted, then at the financial effect plus or minus shall be indicated by the tenderer against each such condition/alteration proposed by the tendered for withdrawal of the condition/alteration, along with his tender offer. No financial effect shall be considered after opening of tender.
3. Bharati College reserves the absolute right to accept / reject any or all tenders without assigning any reason.

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

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

**Principal
Bharati College**

SECTION – V: STANDARD TENDER OFFER

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

TENDER

- 1.0 I/We have read and examined the notice inviting tender, Schedule, specifications applicable, Drawings & Designs, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. We have also visited the site and are familiar with the surroundings including applicable taxes.
- 1.2 I/We hereby tender for the execution of the work specified for by the **The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058** within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and the Conditions of contract and with such materials as are provided by and in respects in accordance with, such conditions so far as applicable.
- 1.3 I/We agree to keep the tender open for one hundred & eighty days (**180 days**) from the last date of submission of bid and not to make any modifications in its terms and conditions.
- 1.4 A sum of Rs. 1,50,000/- (Rupees one lakh and fifty thousand only) is hereby forwarded in the form of Demand Draft of a Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058 or the authorized officer in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards performance security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
- 1.5 I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Principal.
- 1.6 I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited by The Principal, Bharati College, C-4, Janak Puri, New Delhi 110058 and the same may at the option of the competent authority on behalf of The Principal, Bharati College, C-4, Janak Puri, New Delhi-110058 be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 1.7 **Declaration –**
- i. I/We have read and understood the terms and conditions given in the Tender Document;
 - ii. I/We are eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
 - iii. I/We have accept and agrees to all the terms and conditions of the Tender;
 - iv. I/We shall comply with all the terms and conditions of the Tender;

- v. All the information / documents provided in his bid are true to the best of my/our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and I/We shall indemnify the College for the loss caused due to the cancellation and I/We shall be liable for penal / legal action including black listing.
- vi. I/We understand that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

Dated.....

Sign. & Stamp of Contractor

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

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

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

- a)
- b)
- c)

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

Dated

Signature/Designation.....

General note :

1. Tenderer signing the Tender should in case of firm clearly specify whether they are signing as (a) Sole proprietor (b) Partner (c) Under the owner of attorney (d) Director, Manager or Secretary etc. as the case may be. Copies of the documents authorizing the Tenderers signing the Tenders on behalf of such companies firms or persons should be attached with the Tender.
2. There should be no over writing/correction in schedule of rates. If any, that must be initialed. Conditional Tenders are also liable to be rejected. The rates must be inclusive of all taxes including GST, octroi, carriage and local charges etc.
3. If any Tenderer withdraws before the final acceptance of the Tender or if any fails to deposit the security as prescribed, within stipulated period the earnest money of the Tenderer is liable to be forfeited.
4. The Principal, Bharati College reserves the right to reject/accept any Tender or Tenders without assigning any reason thereof and may or may not accept the lowest or any of the Tender as the authority to accept the Tender rests with the Principal, Bharati College. He further reserves the right to accept all for any Tender in part/parts.
5. The Principal, Bharati College will not be liable to pay any interest on the earnest money or security deposit, which remains in its custody.
6. The Principal, Bharati college also reserves the right to forfeit the earnest money and the security deposit, if after the acceptance of the Tender, the successful Tenderer, fails to comply with any of the terms & condition set out in agreements which may be drawn up as a consequence of the acceptance of the Tender, In such cases, the right to cancel the Tender/contract is also retained by the College and the decision of the Principal, Bharati College (including forfeiture of the earnest Money/Security deposit) will be final and binding.
7. TDS will be recovered on the Gross amount payable for the work done as applicable from time to time.
8. If there is any dispute in the interpretation of any clause/clauses in the terms & condition of the contract or in case of any other dispute, the matter will be referred to the sole arbitrator nominated by Principal, Bharati College whose decision in this regard will be final & binding to both the parties.
9. If the contractor refuses to accept the work order for any specified work or fails to give the specified output, College reserves the right to get work done by other agency/contractor even at higher rates and difference of the cost will be deducted from the contractor's pending bills or security along with penalty, as the case may be.
10. The contractor shall receive all letters addressed to him by Principal, Bharati College either personally or through his authorized person failing which letters will be posted to him. Department will not be responsible for non-receipt of letters & contents of such letters shall be binding on the contractor as if these letters have been received by him on the date of posting.
11. The work will be done as per directions/specification given by the concerned. All works should be done as per tender specifications and list of makes provided in the technical bid.
12. Work at site should be commenced within 7 days from the date of issue of letter of Intent.
13. The work should be completed within 120 days from the 7th day of issue of letter of Intent.
14. Any attempt direct or indirect on the part of the Tenderer to influence by any means for the acceptance of a particular Tender will render the Tender liable to exclusion from consideration.

15. Next working day shall be applicable in case there happens to be a holiday on any of the dates above for sale and receipt of the Tenders.
16. Incomplete Tender, conditional Tender or Tender without earnest money is not likely to be considered.
17. In unavoidable circumstances like war, Civil Commotion, Fires, Floods Strikes or lock outs either party can intimate within 21 days of occurrence and up to 60 days on option to terminate the contract.
18. The contractor will be responsible & liable to make good any losses, which may be caused to the Deptt. or/and other agency due to negligence of the contractor and of his any employees.

**PRINCIPAL
BHARATI COLLEGE**

2. GENERAL TERMS AND CONDITIONS:

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

3. EARNEST MONEY DEPOSIT (EMD) :

Earnest Money Deposit (EMD) for Rs.1,50,000/- (Rupees one lakh and fifty thousand only) in the form of Demand Draft drawn in favor of **“Principal, Bharati College”** payable at New Delhi or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058 must reach by hand or through registered post to the address at **“The Principal, Bharati College, University of Delhi, C-4, Janak Puri, New Delhi-110058** on or before the scheduled opening of the technical bid. The EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexure are found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit / EMD of successful bidder will be returned on receipt of performance bank guarantee as mentioned below. However the firms are in possession of valid and eligible exemption certificate issued by the Ministry of Micro, Small & Medium Enterprises/NSIC Certificate are exempted from furnishing the said Earnest Money Deposit.

TENDER FEES: **Rs. 5,000/-** in form of demand draft in favor of “Principal, Bharati College” payable at New Delhi in a Separate Sealed Envelope or may transfer to the College Account. The College Bank details are (Account Name: Bharati College Maintenance Grant A/c, Account Number: 1527000400332120 IFS Code: PUNB0495200, Bank: Punjab National Bank, Bharati College, University of Delhi, Janakpuri, New Delhi-110 058.

4. BID OPENING PROCEDURE:

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

LIST OF ANNEXURES:

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

Annexure –A - Technical Bid – Eligibility

TECHNICAL BID - ELIGIBILITY CRITERIA

a) Experience of having timely & successfully completed similar works viz., Construction of boundary wall/renovation works in govt. sector / PSU's / govt. institutions during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-

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

Or

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

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

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

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

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

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

g) Copy of the EMD and Tender Fee should be attached with the tender.

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

**PRINCIPAL
BHARATI COLLEGE**

Annexure – B - Qualifying Bid Document

QUALIFYING BID DOCUMENT

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

DECLARATION:

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

Dated_____

Sign. & Stamp of Contractor

Postal Address

Witness:

Address:

Occupation:

SPECIAL CONDITIONS OF THE CONTRACT

1.1.0 Insurance for Works

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

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

1.1.1 Insurance in respect of damage to persons and property

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

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

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

2.0 SCOPE OF CONTRACT:

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

- a) The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.
- b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings And/or Specifications.
- (c) The removal and / or re-execution or any works executed by the Contractor.
- (d) The removal from the site of any material brought there on by the contractor and the Substitution of any other material there from.
- (e) The dismissal from the works of any person / persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause "Removal of Improper Work and Material".

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

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

3. SCHEDULE OF QUANTITIES:

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

4. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

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

5. ERRORS IN SCHEDULE OF QUANTITIES:

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

6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

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

shall require or when ordered so to do and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architects.

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

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

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

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

8. MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

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

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

9. THE SETTING OUT

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

10. The Contractor shall be solely responsible at all times for the use of good quality materials and for doing good workmanship even though the, Employer/Architects have failed to bring to his notice during their inspection of works about use of the some defective materials, and bad workmanship during the execution of the works and after completion of the works. In all cases of faulty execution and finish of the works due to use of faulty, defective and interior materials, used in the works. And

due to their bad workmanship Contractor shall be liable for the payment towards damages to the Employer as ascertained by the Architect/Owner and/or he shall have to rectify the same works at his cost.

11. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ONWORKS:

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

12. UNFIXED MATERIAL

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the architect and when the contractor shall have received payment in respect of any Certificate in which the Architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the employer and the contractor shall be liable for any loss or damage to any such materials. The payment certified against value of any unfixed materials shall not in any way exonerate the contractor from his obligation the supply of good, quality materials, which may be found to exist at any stage of work even after the same is completed.

13. REMOVAL OF IMPROPER WORK AND MATERIAL

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

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

14. CERTIFICATE OF VIRTUAL COMPLETION:

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

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

15. OTHER PERSONS ENGAGED BY THE EMPLOYER:

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

works included in the Contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

16. FIRE INSURANCE

a) The Contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract, against loss or damage by fire and all natural calamities and against all other risks in an office to be approved by the Employer in the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for further sum if called upon 'to do so by the Architect, the premium of such further sum being allowed to the Contractor as an authorized extra.

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

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

17. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR

a) The contractor shall pay to the labor engaged by him in connection with work directly or indirectly through sub-contractors, wages not less than the minimum fixed by the appropriate. Governments Authorities under minimum wages Act, 1946, as amended and shall duly and properly comply with or ensure compliance with, a legislation laws, rules or regulations relating to the Employment of labor. The Contractor shall be liable for any damages or loss caused to the Owner by violation of the provisions of this clause. A violation of this clause shall also be deemed to be a breach of Contract. If the employer is called upon to make any payment towards wages etc. of the labor employed by the Contractor, the same will be done from the outstanding payments against pending or future bills of the Contractor.

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

c) The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Employer, deputed for this specific purpose.

- d) Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employers and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

18. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECTS INSTRUCTION:

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

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

20. SUSPENSION OF WORKS:

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

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

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

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

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

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

21. CERTIFICATES AND PAYMENTS:

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

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

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

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

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

All efforts shall be made so that invariably the payment upon the Architect's Certificates is made within the period named in the Appendix as Period of Honoring of Certificates after such certificates

have been delivered to the Employer. Notwithstanding the aforesaid, the Employer shall have a right to withhold payment of pending of future bills of the Contractor if there is any demand from his workers for payment of wages etc. which he is legally bound to pay, and adjust, the same against such bills and release the balance amount, if any, to him.

22. NOTICE IN WRITING:

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

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

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

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

23. SETTLEMENT OF DISPUTES AND DIFFERENCES:

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

24. SERVICE OF NOTICE TO CONTRACTOR:

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

25. SERVICE OF NOTICE ON EMPLOYER:

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

26. PRICES ARE FIRM AND NOT SUBJECT TO ANY VARIATION:

All rates and prices in this contract are firm for the entire period of contract. No price escalation or de-escalation or adjustment to the contract price or rates of item shall be made in respect of any increase or decrease after the submission and/or acceptance of tender, in the prevailing market rates of labor or materials etc on account of any reason, statutory or otherwise, which may result in an

increase or decrease of the cost in carrying out the work. The accepted agreement rates for various items are taken as including all the above and firm for the entire period of contract.

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

27. PROVIDENT FUND AND E.S.I.S.

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

28. SHOP DRAWINGS:

All lift related samples to be approved from the Architect before execution. The cost of the above to be included in the tender of respective items. The Successful Tenderer shall submit Shop Drawings for review prior to execution.

29. MEASUREMENTS OF WORKS:

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

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

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

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

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

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

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

32. WATER:

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

33. ELECTRICITY:

The Employer shall make available electricity at the site of work to the Contractor.

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

The recovery for electricity shall be affected as per the rates paid by the Employers to the Electricity Supply Co. from time to time, from his payments due or @ 0.25% of the project cost.

34. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size.
35. The contractors shall submit his final bill to the Architect within 30 days of completion of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
36. The contractor shall forfeit his claim in case he fails to submit his bill within 9 Months after completion of his work.
37. The malba / garbage, removed from the site, shall be disposed off by the contractor at any of the approved MCD dumping ground.
38. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
39. The structural and other drawings for the work shall, at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
40. The contractor shall maintain in good condition, all work executed till the completion of entire work allotted to the contractor.
41. The tendered rates for all items of work, unless specified otherwise, shall include the cost of all operations, labor, materials and other inputs involved in the execution of the items.
42. Unless otherwise specified in the Schedule of Quantities, the rates for all items of work shall be considered as inclusive of working in or under water and/or liquid mud and/or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer.
43. All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of Employer and same are not to be removed or taken away by the contractor or any other person without the special license and consent in writing of the Architect, but the Employer is not to be, in any way, responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.

44. No claim for idle establishment & labor, machinery & equipment's, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
45. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate himself, the Architect shall do the needful for getting the samples collected and tested; the result of such tests and consequences thereof shall be binding on the contractor. All expenditure required for collection, preparation & forwarding the samples to the laboratory will also be recovered from the contractor.
46. Other agencies working at site may also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks etc. as may be required from time to time.
47. The work shall be carried out in such a manner so as not to interfere and disturb other works being executed by other agencies, if any.
48. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
49. The work shall be carried out in the manner complying, in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
50. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labor camp. The contractor shall be bound to follow all such restrictions and adjust the program for execution of work accordingly. Nothing extra shall be paid on this account.
51. For the safety of all labor directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors shall, in addition to the provision of CPWD safety code and directions of the Architect /, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) & nothing extra shall be paid on this account:
52. The contractor shall have to make his own arrangement for housing facilities for staff and labor away from construction site outside the college campus and shall have to transport the labor to and from between construction site and labor camp at his own cost. No labor huts will be allowed to be constructed at the project site except for two temporary sheds for chowkidar and storekeeper including store.
53. The right of carry out the work either in conformity with or in a manner entirely different from the terms of this tender document that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work, is reserved with the Architect.
54. The execution of any items of work where any incidental work is actually required but not specifically stated in the tender, it is to be understood that the rate quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.
55. Architect shall have full powers to send workmen and employ on the premises to execute fittings and other work not included in the contract. For whole operations the contractor is to afford every reasonable facility during ordinary working hours provided such

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

- 56.** All the workers employed by contractor at site should be in a dress code with reflective jackets.

57. Preparation of Construction Programme Schedule

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

58. Site Order Book

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

59. Hindrance Register

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

60. Suspension of Work

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

61. Extension of time for completion

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

If the works be delayed:

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

then in any such case the owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or groups of items of work for which separate periods of completion are mentioned in the contractor or works order as applicable.

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

62. Liquidated Damages for Delay

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

The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Owner on demand amount without prejudice to other rights and remedies the Owner may have against the contractor, 0.5% of contract price per week or part thereof as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 10% of the accepted contract price. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

63. Defects Liability Period

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

64. Defacement

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

65. Approval of Materials

The contractor would bring samples of necessary materials as per the directions & would get them approved prior to execution of work from Architect.

66. SECURITY DEPOSIT

Rate of Security Deposit (Retention Money)

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

All compensations or other sums of money payable by the contractor to the Owner in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums which may become due to the contractor by the Owner on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favor of the Owner as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The Total Security Deposit on the contract is calculated as under

- a) 10.00% to be retained as retention money from each running bill plus EMD amount.

Total Security Deposit shall comprise of --

- a) Earnest Money Deposit
- b) Retention money deposit @10% of each bill.

50% of the total security deposit to be released after completion of 6 months from issue of virtual completion certificate and balance 50% after completion of balance 6 months of defect liability period

67. Forfeiture of Security Deposit

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

68. Interest on the Security Deposit

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

69. Responsibilities for the Structural Adequacy

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

70. MEASUREMENT

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

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

71. Final Bill

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

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

72. Claim for Interest

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

73. Rates for extra Additional, Altered or Substituted work

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

- i) If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.

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

74.Reimbursement of Variation in Price

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

75.GUARANTEES

Quality of Work

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

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

Rejection

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

Cost of Execution of work or repair etc.

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

Remedy on Contractor’s failure to carry out the work required

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

Certificate of completion of works

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

76. RESCINDING/TERMINATE CONTRACT

Rescinding Contract

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

- (a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the architect shall be conclusive evidence),

and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Owner.

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

77. Termination of the Contract

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

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

The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid

such amount as is commensurate to the actual work done by him till such termination notice is received.

Jurisdiction

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

Bye Laws of Local Authorities

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

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

- a. The Payment of Wages Act, 1936
- b. The Minimum Wages Act, 1938
- c. The Workmen Compensation Act, 1923
- d. The Contract Labor (Regulations & Abolishing) Act.
- e. The Owner's Liabilities Act, 1938
- f. Industrial Dispute Act, 1938
- g. Maternity Benefit Act, 1961
- h. The Employees State Insurance Act, 1948

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

78. Liasoning & Co- ordination with Local Municipal Authorities

The contractor has to liaison and take any clearance from local authorities like MCD/ other authorities for approval to start renovation and during renovation of work including Defect Liability Period if needed. He must also take any clearance from Delhi Fire Service if needed and NOC and completion certificate from Delhi fire service if needed. Including during renovation of work including Defect Liability Period. Only statutory fees will be reimbursed by Bharati College.

AGREEMENT (on Rs 100 non Judicial stamp paper) :

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

AND

M/s_____

THIS AGREEMENT is entered into on_____ **July, 2023.**

BETWEEN

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

AND

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

AND

C. M/s. Space Ace, V-20A/05, DLF PHASE-III, Gurgaon, Haryana -122002 through its partner/Director Shri _____ Architect (hereinafter, called and referred to as the **'Architects'** shall deemed to include its successors and permitted assigns) of the Third Part.

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

FOR : CONSTRUCTION OF NEW GUARD ROOM & BOUNDARY WALL REPAIR WORK AT BHARATI COLLEGE CAMPUS OF BHARATI COLLEGE AT C-4, JANAK PURI, NEW DELHI-110058 at the accepted tendered cost for Rs_____

(Rupees _____) subject to the executed and verified quantities

WHEREAS:

WHEREAS the Owners desirous of renovating its campus boundary wall at C-4, Janak Puri, New Delhi-110058 and for that purpose have selected the Architects at M/s Space Ace having its registered office at V-20, A/05, DLF Phase-III, Gurugram, Haryana-122002.

WHEREAS, the Owner is desirous of employing a Contractor for renovation of boundary wall works, more specifically stated in the Technical Bid Documents which has been annexed and is a part of the Service Agreement dated [●].

WHEREAS, the Owner after going through the various tenders submitted by various contractors and after having being satisfied by the various representations made by the **[PLEASE INSERT THE NAME OF THE CONTRACTOR WHOM YOU WOULD SELECT]**, have decided to select **[NAME OF THE CONTRACTOR]** as Contractors for Renovation & allied works of Boundary Wall to be done at the Bharati College Campus at C-4, Janak Puri, New Delhi-110058.

AND WHEREAS, the Contractor having represented that it has the capability and the diligence and the infrastructure to meet the obligations and the responsibilities and carry out works specified in Tender document (Annexure of this Contract) which they submitted on [●] and was accepted on [●], the Contractor has decided and is willing to undertake all the obligations and the responsibilities have been appointed as Contractor for Renovation & allied works of Boundary Wall to be done at the Bharati College Campus at C-4, Janak Puri, New Delhi-110058.

Now therefore this Agreement witnessed that Contractors , in consideration of the payment to be made by the Owner of the fees as per the terms and conditions of this Agreement and the Tender Document dated [●]and under the general supervision of the Architect , will perform and render all services in connection with the furnishing including structural glazing of the aforesaid Building, subject to the terms and conditions in this Agreement and such specialized professional services as are described in this Agreement.

1. TIME SCHEDULE

The time allowed for carrying out the job is 120 days to be reckoned from the date of issue of letter of intent. The site will be handed to the Contractor in phased manner / or in one go (as per discretion of the Employer / Architect) as the campus will remain operational during the execution of work. The Contractor needs to complete the works in phased manner or in one-go.

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

2. SCOPE OF WORK:

Repairing & Renovation work – Boundary Wall (as described in the tender drawings including allied works) of Bharati College at Bharati College Campus located at C-4, Janak Puri, New Delhi-110058.

The Contractor shall carry out above mentioned works including miscellaneous, electrical works and modification / addition to existing provision with the directions of and to the satisfaction of the Architects and the Owner. The Architects may in their absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect's Instructions" in regard to:

- c) The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.
- d) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or Specifications.
- e) The removal and / or re-execution of any works executed by the Contractor.
- f) The removal from the site of any material brought there on by the contractor and the Substitution of any other material there from.
- g) The dismissal from the works of any person / persons employed thereupon.
- h) The opening up for inspection of any work covered up. The amending and making good of any defects under clause "Removal of Improper Work and Material".

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

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

3. GOVERNING LAW AND JURISDICTION:

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

4. MEASUREMENT AND PAYMENTS

All bills(maximum of 4 bills including final bill @ minimum Rs 20.0 lacs each leaving final bill) supported with measurement details shall be submitted by the contractor fortnightly to the Architect for all works executed in the previous

period and the Architect / Principal, Bharati College, New Delhi or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible, if possible before the expiry of 15 days from the presentation of the bill.

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

Part or complete Payment will be made by the Bharati College, New Delhi only on satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and check measurements checked by Architect and certificate given by the Architect.

5. Engagement of Labor

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

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

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

The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month

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

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

6. FINAL BILL:

Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 1 month of completion of work.

When the final bill has been verified and corrected, the Architect will give seven days notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the contractor fails to take appropriate action as

above within the period prescribed, the bill finalized by the Architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

7. CLAIM FOR INTEREST:

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

8. RATES FOR EXTRA ADDITIONAL, ALTERED OR SUBSTITUTED WORK:

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

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

9. REIMBURSEMENT OF VARIATION IN PRICE:

Prices and rates quoted by the Tenderers shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due

to any rise in rates of raw material and labour or due to whatsoever reasons shall be considered, not even for extended period of completion.

10. PREPARATION OF CONSTRUCTION PROGRAMME SCHEDULE:

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

11. BYE LAWS OF LOCAL AUTHORITIES:

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

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

- I. The Payment of Wages Act, 1936
- II. The Minimum Wages Act, 1938
- III. The Workmen Compensation Act, 1923
- IV. The Contract Labor (Regulations & Abolishing) Act.
- V. The Owner's Liabilities Act, 1938
- VI. Industrial Dispute Act, 1938
- VII. Maternity Benefit Act, 1961
- VIII. The Employees State Insurance Act, 1948

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

9. LIAISONING & CO- ORDINATION WITH LOCAL MUNICIPAL AUTHORITIES:

The contractor has to liaison and take any clearance from local authorities like MCD/ other authorities for approval to start renovation and during renovation of work including Defect Liability Period if needed. He must also take any clearance from Delhi Fire Service if needed and NOC and completion certificate from Delhi fire service if needed. Including during renovation of work including Defect Liability Period. Only statutory fees will be reimbursed by Bharati College.

13 TERMINATIONS OF THE CONTRACT

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

The Owner without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving 30 days' notice in writing in case Contractor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Contractor or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Contractor during the period of termination notice and the same must be satisfied before this agreement is terminated. The Owner may also put in place any other agency/contractor for carrying out the remaining work and expenditure incurred on same shall be recovered from the Contractor.

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

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

14. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

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

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

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration

of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

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

15. OWNER

Owner shall mean The Principal, Bharati College having its campus at C-4, Janak Puri, New Delhi 110058 and shall include her (their) legal representative / s assign/s or authorized officer.

16. Consultant/Architect appointed to monitor the work along with giving clarifications and decisions.

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

17. Quality of Work

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

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

19. SECURITY DEPOSIT

A. Rate of Security Deposit (Retention Money)

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

All compensations or other sums of money payable by the contractor to the Owner in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of

his security deposit, or from any sums which may become due to the contractor by the Owner on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favor of the Owner as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Total Security Deposit: -

The Total Security Deposit on the contract is calculated as under

- b) 10.00% to be retained as retention money from each running bill plus EMD amount.

Total Security Deposit shall comprise of --

- c) Earnest Money Deposit
- d) Retention money deposit @10% of each bill.
50% of the total security deposit to be released after completion of 6 months from issue of virtual completion certificate and balance 50% after completion of balance 6 months of defect liability period.

B. Forfeiture of Security Deposit

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

C. Interest on the Security Deposit

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

20. Compliances of Law:-

A. Contractor shall carry out the Work and Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Work and Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Work and Services, whether held by Contractor, Employee or Architect.

B. Contractor shall indemnify and hold Owner harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Contractor failing to comply with any law, or regulation, or such permit or license relating to any part of the Work and Services.”

21. Intellectual Property Rights

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

22. Indemnity

- a. The contractor shall at all times during the 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 Institute, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the contractor, while performing the conditions of this agreement.
- b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.
- c. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

23. FORCE MAJEURE

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

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

24. Confidentiality of Information

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

information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.

c. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

d. Service provider shall sign Non-Disclosure Agreement with the Bharati College for confidentiality of the data and information/records of the Bharati College.

25. Blacklisting

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

26. Dispute Resolution

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

27. Independent Contract & Relationship between the Parties

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

28. Non-Exclusive Agreement

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

29. Complete / Entire Agreement:

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

30. Representations and Warranties

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

31. Non Waiver:

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

32. Severability

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

33. Assignment & Sub-Letting

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

34. Alteration and Modification

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

35. Headings:

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

36. Precedence:

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

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

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

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

SIGNED, SEALED AND
DELIVERED
For and on behalf of
The Contractor

(Signature of the Authorized Officer)

In the presence of:

- 1.
- 2

SPECIAL CONDITIONS FOR CEMENT & STEEL

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

5. CONDITIONS FOR CEMENT:-

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

PARTICULARS OF RECEIPT			PARTICULARS OF ISSUE			REMARK							
Date of receipt	Quantity received	Progressive Total	Date of issued	quantity issued	Item of work for which issued	Quantity returned at the end of the day	Total issued	Daily Balance in hand	Contractors initials	J.E's initials	Asstt. Engg. initials	A.E. E.E initials	Periodical Check
1	2	3	4	5	6	7	8	9	10	11	12	13	14

QUALITY ASSURANCE OF THE WORK

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

GENERAL CONDITIONS TO PREVENT AIR POLLUTION

1.0 GENERAL

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

LIST OF APPROVED MAKES – CIVIL ITEMS

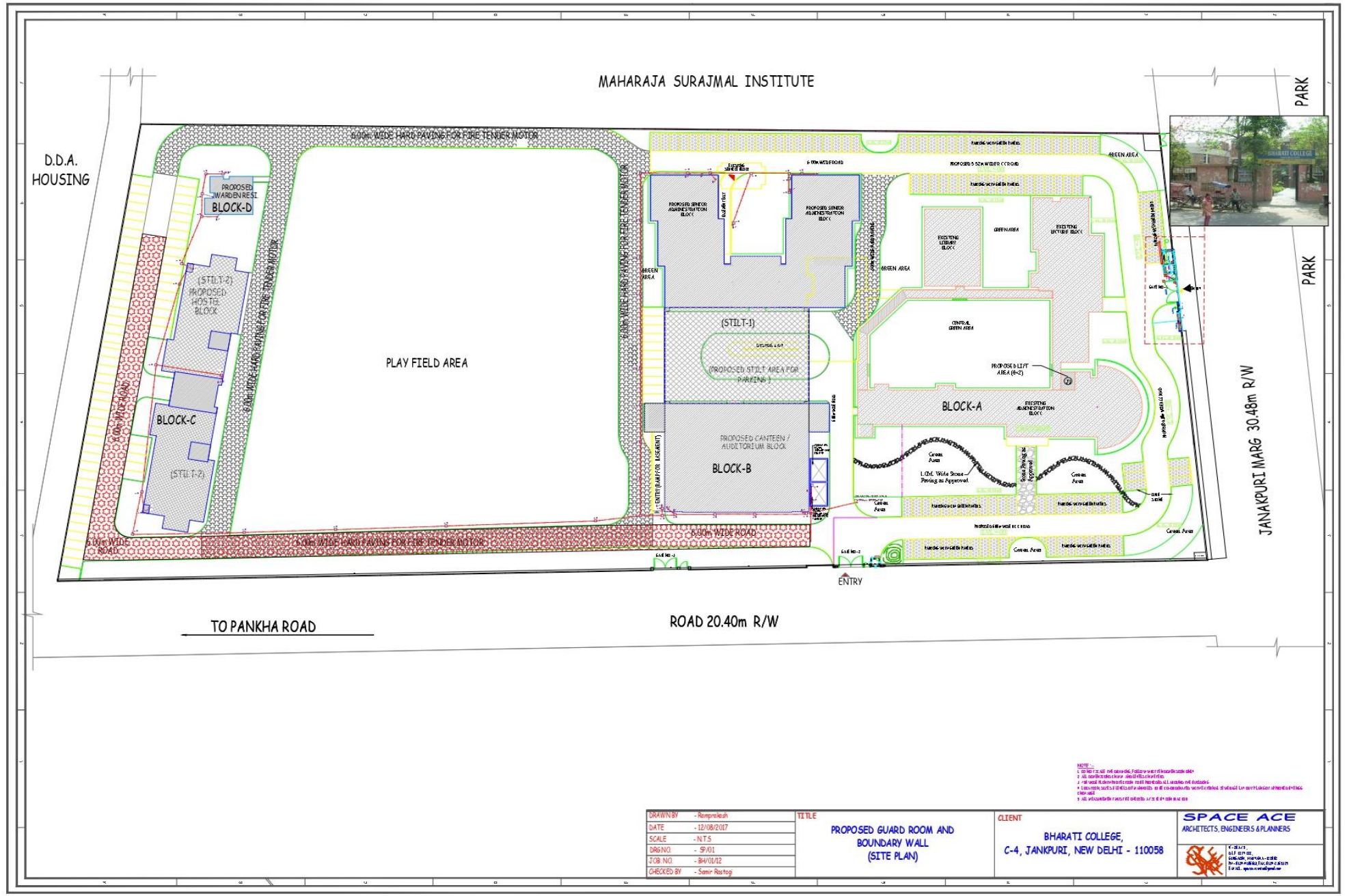
1	Concrete Admixtures	Fosroc / Sika / BASF
2	Cementitious non shrink	Fosroc / Sika / CICO
3	Grey Cement (OPC) Grade43/53	Gujarat Ambuja / ACC / JK Lakshmi/ Birla/ Shree Cement / L&T (Ultra Tech)
4	Integral Water Proofing Compound	Fosroc / Sika / Dr. Fixit
5	Reinforcement Steel	TATA / SAIL / VIZAG / RINL / JINDAL
6	Structural Steel/ hollow tube section	TATA / SAIL / VIZAG / RINL / JINDAL / ESSAR STEEL
7	Anchor fasteners	Hilti / Fischer / Anchor-man
8	SBR Latex	Fosroc / BASF
9	Aluminium Sections	Indal / Jindal / Hindalco
10	Glazing (Clear)	St. Gobain / Indo Asahi / Modi float
11	Ceramic Tiles/vitrified homogeneous glazed tiles.	Kajaria / Nitco / HR Johnson / Somany / Marbonite
12	Glue	Fevicol
13	Paints/Distemper/Arcylic/Enamel/Plastic	Asian / Shalimar / ICI / Nerolac / Berger
14	M.S Pipes, Plates, Flats, Angle	Sail / HSL
15	UPVC DOOR / Window	Aluplast
16	Door locks	Godrej / golden locks / Dorset
	Door closer	Dorma / Dorset / Hettich

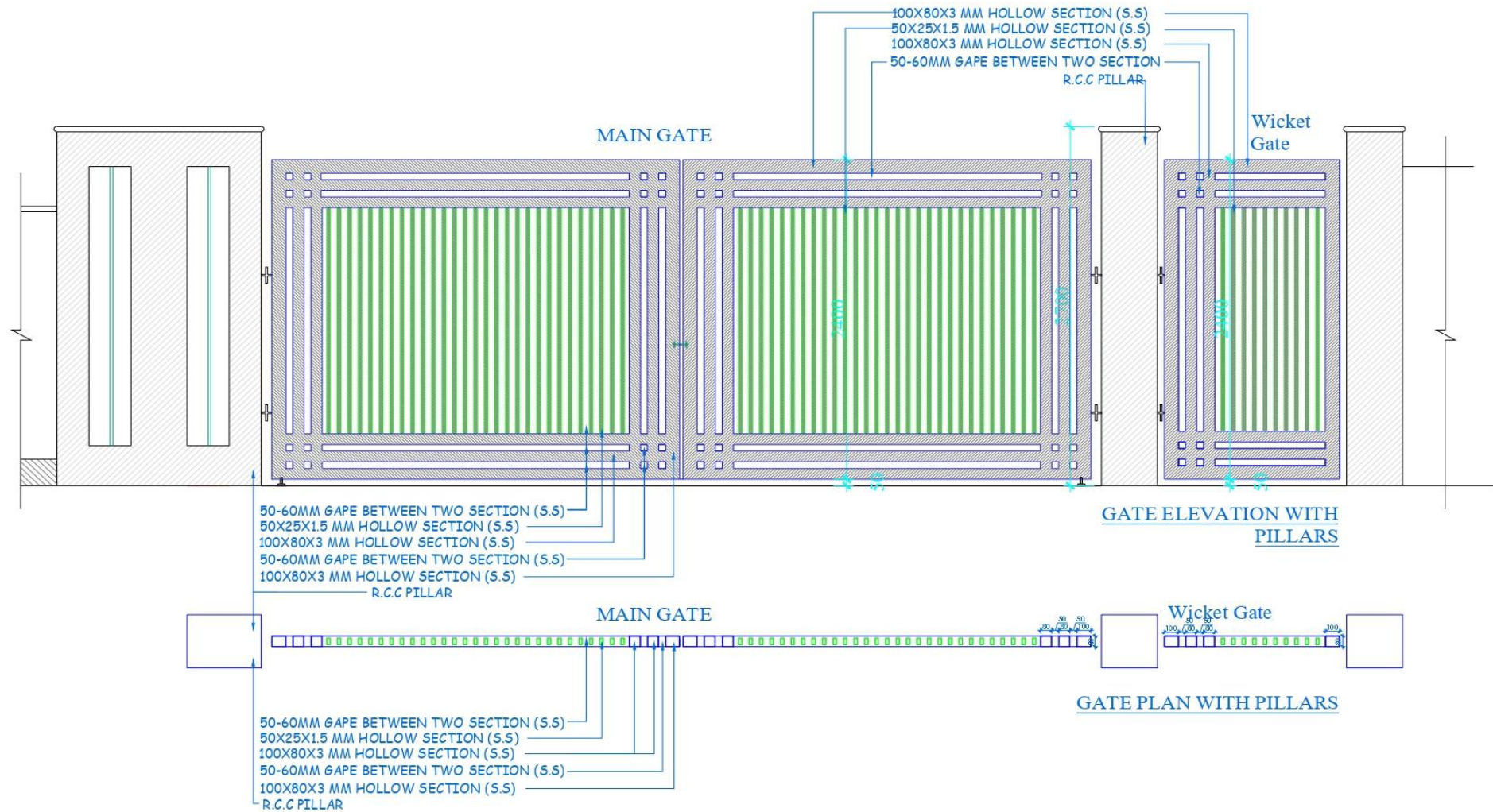
12. LIST OF APPROVED MAKES FOR ELECTRICAL WORK:

Make indicated in the under mentioned list of Approved Makes is for general guidance of contractor. Final choice of make & model out of List of Approved Makes shall be of Architect/ Consultant/Owner.

- | | | |
|-----|---|---|
| 1. | Distribution Boards with Miniature Circuit Breakers, ELCB | - Legrand
- Schneider
- Hagger |
| 2. | Cable Tray / Raceway | - CTM Engineers
- KME
- MEM |
| 3. | Telephone Cable | - Delton
- KEI
- Polycab |
| 4. | Telephone Tag Block | - Krone
- TVS R&M |
| 5. | M.S. Conduit | - BEC
- RMCON
- AKG |
| 6. | PVC Conduit | - BEC
- AKG
- Polycab |
| 7. | Modular Switches & Sockets | - Crabtree Athena
- MK Wrapround Plus
- Schenider Opale |
| 8. | LV System Wire (Cat 6) | - Amp
- Systemax |
| 9. | Telephone / Data Outlet | - Amp
- Systemax |
| 10. | DC Miniature Circuit Breaker & Distribution Board | - Schenider
- L & T
- ABB |
| 11 | Exhaust Fan | - GEC/Crompton/Orient |
| 12 | Bakelite sheet 2.8 mm thick (I.S.I.) | - Super Hylem / Formica |

DRAWINGS





NOTE :-
 1. 50/100 SCALE THE DRAWING FOLLOW WRITTEN DIMENSION ONLY.
 2. ALL DIMENSIONS IN MM AND LEVELS IN MM.
 3. 450 WIDE PLINTH PROTECTION TO BE PROVIDED ALL AROUND THE BUILDING.
 4. SKETCHES SHALL BE 100MM HIGH FROM FINISHED FLOOR LEVEL.
 5. LOCATION, SIZES & LEVELS TO BE APPROVED BY OWNER IN ADVANCE.
 6. ALL MEASUREMENT MUST BE CHECKED AT SITE BY CONTRACTOR.

REVISION DATA

DRAWN BY - PANKAJ
 DATE - 14-06-2022
 SCALE - N.T.S.
 Dwg NO - 03
 JOB NO -
 CHECKED BY - RAN PARKASH

TITLE
 GATE DETAILS

PROJECT
 BHARATI COLLEGE

CLIENT
 BHARATI COLLEGE
 C-4, JANKPURI,
 NEW DELHI-58

SPACE ACE
 ARCHITECTS ENGINEERS & PLANNERS
 V-200/15
 DLF CITY 2
 GARDEN PURWA 120002
 PH: 9122-08043
 FAX: 9122-256527
 E-MAIL: spaceace@spaceace.com