

**(SHORT NOTICE TENDER)**

**NOTICE INVITING TENDER FOR LAYING  
OF NEW SEWER LINE AT JANKI DEVI  
MEMORIAL COLLEGE , SIR GANGA RAM  
HOSPITAL MARG, NEW DELHI**

**(Two Bid System)**

Tender shall be submitted in 3 separate envelopes

Envelope One: Technical Bid

Envelope Two: Financial Bid

Envelope Three: Earnest Money Deposit

Start of Sale of Tender documents: 30 December 2016

Last Date of Sale of Tender documents: 09 January 2017

Date of Submission of Tender Document: 10 January 2017

Architects:  
Ranjit Singh and Associates  
1206 Surya Kiran Building, 19 K.G.Marg,  
New Delhi 110001

**Janki Devi Memorial College**  
**University of Delhi, New Delhi**

Sealed Item rate tenders in two bid system (Technical and financial Bid) for the work of laying of New Sewer Line at Janki Devi Memorial College are invited from reputed contractors who have satisfactorily constructed similar works of one work costing 15 lakhs or two works of 11 lakhs or three works of 7 Lakhs each during the last 3 year. Tenderers shall submit their full company profile with list of T&P, technical staff available along with list of works executed and certificate of completion from the concerned clients at the time of issue of tender

Technical bid shall be opened first and after evaluation & finalization of technical bid, the list of eligible contractors shall be prepared and financial bid of the short listed contractors shall be opened. Tender document can be obtained from the office of Principal Janki Devi Memorial College from 30/12/2016 to 09/01/2017 during working hours on payment of Rs. 1000/- by DD in favour of Principal Janki Devi Memorial College

Earnest money (EMD)	Rs. 45,000/- (Vide DD in favor of "Principal Janki Devi Memorial College" In separate envelope)
Last Date of Sale of Tender	09/01/2017
Last Date of Receipt of Tender Documents	10/01/2017 at 3:00 pm
Date of Opening of Technical Bid	10/01/2017 at 3:30 pm
Date of Opening of Financial Bid	Shall be intimated to the selected contractors

Note: Tender can be also downloaded from the College website and Delhi University Website. Downloaded tender has to be submitted with a Demand Draft of Rs. 1000 in favor of Principal Janki Devi Memorial College.

***Important Note: Downloaded tender document shall be spiral bound before submission***

Issued:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Principal,  
Janki Devi Memorial College,  
University of Delhi  
Sir Ganga Ram Hospital Road, New Delhi.

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## APPENDIX

Defects Liability period	12 Months
Date Of Commencement	The 5 <sup>th</sup> day after the date on which the Architect /Engineer-in-charge issues written orders to commence the works or the date of handing over the site whichever is later
Date of Completion	3 months from the date of commencement
Penalty for delay	5,000/-per day Maximum of 10% of the cost of the works.
Value of work for Interim Certificate	Rs.5,00,000/- (Rupees Five lakhs Only)
Earnest Money Deposit	Rs. 45,000/- ( Rupees Forty Five Thousand Only)
Retention Percentage	5%(As per the terms and conditions)
Performance Guarantee	Before issue of letter to start the work, Contractor shall furnish a performance guarantee in the form of a Bank Guarantee to the tune of Five percent (5%) of the cost of the accepted tender amount, which will be kept valid up to 12 months after completion of the works.

**Contractor**

**Employer**

**Janki Devi Memorial College  
University of Delhi, New Delhi**

Dated 30/12/2016

**NOTICE INVITING TENDERS**

Sealed tenders (under 2 bid system) are invited on behalf of the Principal, Janki Devi Memorial College for Laying of New Sewer Line at Janki Devi Memorial College , New Delhi

- 1) The Architects for this job are M/s Ranjit Singh & Associates, 1206 Surya Kiran Bldg, 19 Kasturba Gandhi Marg, New Delhi –110001. Ph. 43560879 Email: rsa1206@msn.com.
- 2) The tender shall be submitted in the prescribed form.
- 3) The works are required to be completed within the period of three months from the date of commencement.
- 4) The date of commencement shall be from the 5<sup>th</sup> day after the date on which the Architect/Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later.
- 5) The work shall be carried out in accordance with the phasing plan approved by the college authorities to avoid disturbance to the normal working of the College. The site is expected to be handed over immediately. The contractor will prepare and submit a Phasing Plan with Bar Chart of all construction activities with targeted dates of completion for all the construction activities.
- 6) Tender documents consisting of terms and conditions and tender schedule can be obtained from the office of the Principal, Janki Devi Memorial College on any working day from 30/12/2016 to 09/01/2017 on the payment of Rs. 1,000/- by crossed cheque in favour of Principal Janki Devi Memorial College. This amount is non-refundable.
- 7) Completed tenders should accompany PAN number, TIN number and Service Tax registration number , email address, phone number and registered address of the Contractor
- 8) Plans, specifications etc. pertaining to the works can be inspected in the office of M/S Ranjit Singh & associates, 1206 Surya Kiran Bldg, 19 Kasturba Gandhi Marg, New Delhi 110001, during Office hours on any working day OR in the office of the Principal, Janki Devi Memorial College with prior appointment.
- 9) Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders as the nature of the ground and sub-soil (so far as practicable), the form and the nature of the site, the means of access to the accommodation they may require and in general shall themselves obtain necessary information as to the risks, contingencies and other circumstances which may influence or affect their tender .Tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed.

- 10) Submissions of the tender document by the Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.
- 11) A Tenderer should quote in figures as well as in words rate(s) tender documented. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words "RS" should be written before the figure of rupees and the words "paise" should be written at the end. Unless the rate is in whole rupees and followed by the word "only" it should invariably be upto two places of decimals.
- 12) All rates shall be quoted only on the tender form.
- 13) Tender shall be received by the office of the Principal, Janki Devi Memorial College (University of Delhi) upto 3.00 pm on the 10/01/2016 and the technical bid shall be opened at 3:30 pm on the same day in the presence of the Tenderers, who may be present or the earliest convenient time and day thereafter.
- 14) The tender shall be accompanied by earnest money deposit of Rs.45,000/-, in the form of a demand draft in favor of the Principal, Janki Devi Memorial College.
- 15) On acceptance of the tender, earnest money will be treated as a part of the security.
- 16) The Tenderer, whose tender document is accepted, shall permit the Principal, Janki Devi Memorial College at the time of making any payments to him for works done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposited amount to the following % of the cost of the work: -
  - 5% of the bill amount.
  - 50% of the security money will be released along with the final payment and the balance after expiry of the successful performance of the Defects Liability Period.
- 17) Janki Devi Memorial College will return the earnest money where applicable, to every unsuccessful Tenderer on return of all the tender documents.
- 18) A Tenderer shall submit the tender, which satisfies each and every condition laid down in this notice, falling which the tender document will be liable to be rejected.
- 19) Janki Devi Memorial College of Commerce does not bind itself to accept the lowest or any tender or to give any reasons for their decision.
- 20) Janki Devi Memorial College reserves to itself the right of accepting the whole or any part of the tender and Tenderer shall be bound to perform the same at his quoted rates.
- 21) Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Janki Devi Memorial College will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be

reimbursed to him by Janki Devi Memorial College after satisfying that it has been actually and genuinely paid by the contractor

22) T.D.S./ for income tax and Vat(WCT) as applicable to union territory of Delhi shall be deducted from the payments to be made to the Contractor and tax deduction certificate shall be issued by Janki Devi Memorial College.

23) This notice of tender document shall form part of the contract documents.

**Contractor :**

Duly authorized to sign the  
On Behalf of M/s

.....  
.....  
.....

Signature.....

Date.....

Email.....

Phone.....

Postal Address.....

.....  
.....  
.....

**Owner:**

**For and on behalf of  
Janki Devi Memorial College**

Authorized Signatory

To,

The Principal  
Janki Devi Memorial College,  
Sir Ganga Ram Hospital Road, New Delhi.

Dear Madam,

I/We have read and examined the following documents relating to Laying of New Sewer Line at Janki Devi Memorial College

- 1) Notice inviting tenders Specifications
- 2) Drawings
- 3) General Conditions of Contract
- 4) Special Conditions
- 5) Tender Schedule

I/We hereby quote for execution of the works referred to in the aforesaid documents, upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates quoted by us in the tender schedule. We have visited and examined the site of works and are fully aware of the site conditions, having a bearing on the contract.

In consideration of I/We being invited to the tender, I/We agree to keep the tender open for acceptance for 90 Days from the due date of submission thereof and not make any modifications in the terms and conditions which are not acceptable to the Janki Devi Memorial College.

A sum of Rs.45,000/- (Bank Draft No.....Dated.....) is hereby forwarded in Bank Draft in the favor of Principal, Janki Devi Memorial College as earnest money. If I/we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to principal Janki Devi Memorial College I/We agree that Principal, Janki Devi Memorial College shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If after the tender is accepted, I/we fail to commence the execution of the works as provided in the conditions, I/we agree that Principal, Janki Devi Memorial College shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

I/We agree that should Principal, Janki Devi Memorial College decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by us forth-with, the Principal, Janki Devi Memorial College of may at its option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us or otherwise.

Duly authorized to sign the tender  
On behalf of M/s

.....

Signature.....

Dated.....

Postal Address.....

## **SPECIAL CONDITIONS**

1. The work shall be carried out as per specifications in the tender schedule/latest C.P.W.D. Specifications, along with the correction slips; in case of doubt the decision of the Architect shall be final and binding on the Contractor.
2. The Contractor shall carryout the work in stages as to cause minimum disturbance to the working of the Janki Devi Memorial College and other organizations. He shall be responsible for any damage to the equipment or structures, gates, roads, drains or injury to the personnel during the progress of the work and he shall be liable to pay compensation as may be decided by the O w n e r / Architect/Engineer In Charge in respect of such damages/injuries.
3. The serviceable materials out of the dismantled materials if any will be properly stacked by the Contractor as directed by the Engineer-in-charge. All serviceable dismantled materials shall be college property and contractor shall stack the same properly at his own cost as per instructions of the Engineer In charge and hand over the same to the college authorities
4. All labour Employed by the Contractor shall be covered by the workman's compensation act. Any death, injury or mishap to the workmen of the Contractor will entirely be the Contractor's responsibility and the Janki Devi Memorial College, shall not be liable to pay any damages for the same.
5. Contractor shall take adequate safety precautions to avoid any accident etc. at site. Shall erect proper barricades, sign boards, lights, etc. shall provide safety belts, safety shoes, head gears (helmet I.S.I standard) and shall be fully responsible for any criminal & civil liabilities. All safety arrangements are to be made by contractor at his own cost.
6. No labor or material rate escalation claims will be entertained from the contractor as this work has to be completed within 3 month from the date of commencement of work at site.
7. Rates quoted shall be applicable equally to all floors and shall include all lift and lead unless specified. No extra on this account shall be payable
8. Water and electricity shall be arranged by the tenderer himself. In case it is available, the same can be provided by the College authorities at one point. A recovery @ 1 % for electricity and 1% for water charges shall be recovered on gross value of work done
9. Rates quoted by the contractor shall be inclusive of all items of work listed below and Any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the shall be executed / provided/ rendered by the CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects
10. Contractor shall submit computerized Bills supported with computerized measurement sheets in A4 size hard copy prints and soft copy in Microsoft Excel Format. Manual Handwritten bills or measurement sheets will not be accepted.
11. Principal JDM College reserves the right to decrease the items of work, lower the

specifications of works or remove the entire section of work as may be deemed necessary to finish the works within the available budget.

## **GENERAL CONDITIONS OF CONTRACT**

**Definitions:** the contract document consists of the agreement, the special and general conditions of the contract, specifications and bills of quantities including all modifications and the contract drawings prepared by the Architect from time to time

1. **The site:** Shall mean the site of contract work at Janki Devi Memorial College, New Delhi.
2. **Sub-Contractor:** Includes those who have a direct contract with the Contractor.
3. **Notice:** Written notice shall be deemed to have been served if delivered in person to a member of the Contractors firm.
4. **Owner:** Principal Janki Devi Memorial College, New Delhi
5. **Work:** The term “work” includes both labour and material of the Contractor/Sub-Contractor.
6. **Time limits:** Time limits or 18 months stated in the contract are essence of the contract.
7. **Law:** law of the place of work shall govern the construction under this contract.
8. **Virtual completion:** date of virtual completion is the date when the construction is sufficiently completed in accordance with the contract documents, including modifications, if any.
9. **Contract documents:** shall consist of the following
  - a) Articles of agreement
  - b) General and special conditions of contract
  - c) Technical specifications
  - d) Bills of quantities

## **TYPE OF CONTRACT**

It shall be an item rate contract. The Contractor shall be paid for the actual quantity and quality of work done, as measured at site on the rates quoted by him, on the basis of a payment certificate issued by the Architect.

## **SCHEDULE OF QUANTITIES**

Schedules of quantities given in the contract bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for the contract. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any of them. Contractor shall be bound to carry out the same without claiming any extras.

## CONTRACT DRAWINGS

1. In general, drawings shall indicate dimension, position & type of construction.
2. Specifications shall indicate the qualities, methods, and bill of quantities shall indicate the quantum and rates. Any work indicated in drawings and not mentioned in the specifications or vice versa shall be furnished as fully set forth in both.
3. Contractor shall not deviate from the drawings and Architects interpretation of the drawings shall be final and without appeal.
4. Errors/inconsistencies discovered in the drawings shall be instantly brought to the notice of the Architect for interpretation and correction, if any.
5. All drawings are the property of the Architect and shall not be used on any other project.
6. Bar bending schedule, if requested by the Architect/Engineer in-charge shall be furnished to him prior to fabrication.

## ARCHITECTS INSTRUCTIONS

If within seven days of receipt of written instructions from the Architect, requiring compliance with an instruction the Contractor does not comply hence-with, then the Owner may get the work executed through another agency at the risk and cost of the Contractor.

## SCOPE OF WORK OF CONTRACTOR

**The scope of work to be carried out by the CONTRACTOR shall also include the following:**

- a) **Setting out of the works in respect of position, level dimensions, alignments, etc. including establishment of bench marks, survey reference points, etc.**
- b) **Clearance of the site.**
- c) **Site leveling /terracing within the limits as shown in the drawings or as directed by the Engineer In charge.**
- d) **Disposal of debris, excavated materials, etc. as per the instructions of the Engineer In-Charge**
- e) **Testing of water, soil and concrete.**
- f) **Pumping out rain water/underground water from foundations, excavations and drainage of surface water from work site.**
- g) **All scaffolding, shorting, centering, shuttering works, etc.**
- h) **Running and maintenance of all construction plants and equipment, tools and tackles, etc.**

- i) **All temporary /enabling works such as approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet blocks, labour camp, fencing, etc.**
- j) **Protection and maintenance of trees, shrubs, green and other surfaces as instructed by the Engineer In charge.**
- k) **Any other work required in connection with the execution of the contract work.**

**The cost of all the above mentioned works shall be deemed to be included in the rates for various items of work although such inclusion may not be specifically spelt out.**

**Whether specified elsewhere in the Agreement or not, the CONTRACTOR shall provide all materials (including steel and cement unless specifically spelt out in the agreement otherwise), labors of every description, energy and water and all tools, tackles, plant and transport necessary for proper execution of the work to the entire satisfaction of the OWNER.**

#### SAMPLES AND SHOP DRAWINGS

The Contractor shall submit samples of materials and shops drawings required by the Architect with promptness within a week.

#### PROGRESS CHART

In order to achieve the completion time as stated above, the CONTRACTOR shall submit to the OWNER within 2 (two) weeks from the effective date of Agreement a detailed Bar chart/PERT Network showing all the activities including mobilization, site clearance, procurement of major construction materials like steel and cement, excavation, foundation work, sanitary and water supply work, etc. The list of activities for which the Bar chart/ PERT network has been worked out and their commencement, duration and completion shall be subject to the approval of the OWNER

#### ACCESS FOR ARCHITECT TO THE WORKS

The Architect and his representative shall have access, at all reasonable times, to the work and workshops of the Contractor.

#### ARCHITECTS STATUS AND DECISIONS

The Architect shall be Owner's representative during the construction period. He shall periodically visit the site to familiarize himself generally with the progress and the quality of work and to determine, in general if the work is proceeding in accordance with the contract documents. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work, and shall not be responsible for the Contractors failure to carry out the construction work in accordance with the contract documents. During his site inspections the Architect shall inform the Owner about progress of work, defects and deficiencies if any.

The Architect may in his absolute discretion from time to time, issue further drawings,

details, written instructions, written decisions and written explanations in regard to: -

1. Variation or modification of the design
2. Quality or quantity of work, addition/alteration/omissions and substitutions of any work
3. Any discrepancy and divergence between drawings and specifications.
4. Removal and re-erection of any works executed by the Contractor
5. Dismissal of any persons employed on the site, who in the opinion of the Architect is not fit for the job.
6. Opening up for inspection any work-covered up
7. Amending and making good any defects under defects liability period
8. Removal from site, any materials brought by the Contractor, which in the opinion of the Architect is not up to the desired standard.
9. Delay and extension of time
10. Postponement of any work

#### ENGINEER INCHARGE

Engineer In-Charge shall mean the person approved by the Architect and appointed and paid by the Owner and acting under the directions of the Architect.

#### CONTRACTORS FIELD ORGANIZATION AND EQUIPMENT

1. The Contractor shall employ qualified and competent licensed Electricians on the site.
2. Contractor shall provide and install all necessary hoists, ladders, scaffoldings, tools, tackles, plants and machinery necessary for execution of the works
3. Contractor shall provide and maintain simple water tight office accommodation at site
4. Contractor shall make his own security arrangements at site and keep a 24hours Watchman
5. Contractor shall provide sanitary convenience for site staff and labour to keep the site clean
6. A telephone line at site to be maintained and paid by the Contractor
7. Guardrails shall be provided by the Contractor for safety of labour and general public at the site of works.

#### TAXES

Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Janki Devi Memorial College will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand

and it will be reimbursed to him by Janki Devi Memorial College after satisfying that it has been actually and genuinely paid by the contractor

#### STATUTORY OBLIGATIONS

The Contractor shall comply with and give all notices required by any Govt. authority and instrument, rule or order made under an act of parliament or state assembly or any regulation or bye-law of the local body, relating to the work and indemnify the Owner against any such liability arising out of noncompliance of the law.

By way of illustration of various Acts/statutory compliances as stated above, the following Acts as amended from time to time shall be complied with by the CONTRACTOR:

- a) Employee's Provident Fund Act 1952
- b) Contract Labour Act (Regulations and Abolition 1970)
- c) Minimum Wages Act 1948
- d) Payment of Wages Act 1936
- e) Workmen Compensation Act 1923
- f) Factories Act 1948
- g) Apprenticeship Act 1961

#### SUB CONTRACTOR

Before awarding any sub contract, the Contractor shall notify the Architect in writing the names of the Sub-Contractors proposed. Contractor shall not employ the Sub-Contractor to whom Architect or Owner may have a reasonable objection.

#### MEASUREMENT OF WORK

Unless otherwise specified, measurement of work shall be carried from the works actually executed. The measurements for the purpose of preparing Bills will be taken jointly by the CONTRACTOR's representative and the Engineer In charge. In measurement of work as stated above, the CONTRACTOR shall certify that the work has been carried out strictly as per the drawings, specifications and item of work in terms of the agreement. Such certificate shall require Engineer In-Charge's endorsement for the purpose of payment. In the event of any dispute with regard to the measurement of the work executed, the decision of the OWNER shall be final and binding on the CONTRACTOR. In the case of site measurements, should the CONTRACTOR not attend or neglect or fail to send his representative for taking joint measurements, the measurements taken by the Engineer In Charge shall be deemed to be the correct measurement of work and shall be binding on the CONTRACTOR

#### REJECTION

If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfill the requirements of the agreement, the Engineer In Charge shall give the

CONTRACTOR notice in writing setting-forth particulars of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement. Any materials, equipment, etc. brought to the site and found to be not in accordance with the agreement, shall be rejected by the Engineer In-Charge and the CONTRACTOR shall remove the materials from the site within the period specified by the Engineer In-Charge.

The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per above

#### CERTIFICATES OF PAYMENTS

Architect shall issue an interim certificate of payment stating the amount due to the Contractor from the Owner and the Contractor shall be entitled to payment thereof within a period of two week after issue of the certificate. From the total amount, certified deduction shall be made towards payments already made, security deposit, TDS etc.as applicable to Delhi or any other tax applicable at the time of making payment.

All running payments shall be regarded as payment by way of advance against final payment only and not as payment for the work completed till the date of final payment. The running payment made shall not preclude the liability of the CONTRACTOR to finally complete the work strictly in accordance with the specifications and drawings, if required by re-constructing faulty work

#### CLAIM FOR EXTRA

It shall be the responsibility of the Contractor to inform the Architect of the extra claim, if any and get a written approval from the Architect before proceeding with the work.

#### DEDUCTION FOR UNCORRECTED WORK

If the Architect deems it in-expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made thereof.

#### FLUCTUATIONS

The Contractor shall not claim any extras for fluctuation of price and the contract price shall not be subjected to any rise or fall in prices.

#### POSSESSION BEFORE VIRTUAL COMPLETION

If the Owner, with the consent of the Contractor takes possession of part of the building for handing over to the finishing Contractor, such part of the building shall not be deemed to be virtually completed. Virtual completion of such part would occur only on completion of the last part of the structure.

#### TIME EXTENSION

Upon it becoming reasonably apparent that the progress of the work is delayed, the Contractor shall forthwith give written notice of the cause of delay to the Architect, to enable the Architect and Owner to take a proper decision in the matter.

## INSPECTION AND TEST

- i. The CONTRACTOR shall ensure inspection and test of all materials and work at his cost through his ENGINEER IN CHARGE and other technical staff either at site or through any approved laboratory.
- ii. The CONTRACTOR shall ensure proper supervision and inspection during the progress of work at site.
- iii. All materials and work, whether at the site or in the CONTRACTOR's /Sub-Contractor's premises shall be subject to inspection and test by the ENGINEER IN CHARGE. The CONTRACTOR/ his Sub-Contractor shall provide all facilities free of cost to the ENGINEER IN CHARGE including all labor, materials, tools, tackles, instruments, appliances, etc. to enable the ENGINEER IN CHARGE to carry out inspection and/or test.
- iv. All test certificates shall be subject to certification by the ENGINEER IN CHARGE.
- v. The CONTRACTOR shall submit to the ENGINEER IN CHARGE three copies of all inspection/ test certificates.
- vi. The CONTRACTOR shall not be entitled to any claim for extra time or cost due to any delay in carrying out inspection and testing or re-inspection and re-testing if so decided by the ENGINEER IN CHARGE.
- vii. The CONTRACTOR shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection /testing

## RESPONSIBILITY OF COMPLETION

Any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the contract work shall be executed / provided/ rendered by the CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labor and materials necessary to complete the items of work in all respects.

## DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the works by the date specified or within any extended time granted to him, the Contractor shall allow the Owner to deduct a sum calculated at the agreed liquidated damages, from the money due to him for the period the work remained incomplete, subject to a maximum amount of 10% of the Contract Value.

## LIQUIDATED DAMAGES FOR DELAY

If the CONTRACTOR fails to complete the work/item (s) of work in all respects and hand over the same to the OWNER within the time stipulated the CONTRACTOR, without prejudice to any other right or remedy of the OWNER on account of such breach, be liable to pay the OWNER liquidated damages at the rate of 1% (one percent) of the total contract

price for delay of every week or part thereof.

The total amount of liquidated damages shall be limited to 10% (Ten percent) of the total contract price.

The above provisions shall not apply in cases of delay for which the CONTRACTOR is entitled to extension of completion time.

#### VIRTUAL COMPLETION CERTIFICATE AND DEFECTS LIABILITY PERIOD

When in opinion of the Architect the works are practically completed, he shall forthwith issue a certificate to that effect, that date will be taken as the date of virtual completion.

The Architect shall prepare a schedule of defects, not later than 14 days after the expiry of the defects liability period. The Contractor shall within a reasonable period of time after receipt of schedule of defects shall rectify the same, failing which the Architect will make suitable deductions from the contract sum.

#### MAINTENANCE GUARANTEE / DEFECTS LIABILITY PERIOD

Maintenance Guarantee period will be 12 months from the actual date of completion and handing over to the OWNER.

- a) The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other defects.
- b) The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in Article (a) during the maintenance guarantee period.
- c) The CONTRACTOR shall, if required by the ENGINEER IN CHARGE, search for the causes of any defects, imperfection or fault under the direction of the ENGINEER IN CHARGE. The cost of such search shall be borne by the CONTRACTOR.
- d) At intervals specified by the ENGINEER IN CHARGE the CONTRACTOR, along with the ENGINEER IN CHARGE, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the CONTRACTOR shall take immediate steps to rectify the same, failing which; the ENGINEER IN CHARGE may get the defects rectified at the risk and cost of the CONTRACTOR.
- e) At the end of the maintenance guarantee period, the CONTRACTOR, along with the ENGINEER IN CHARGE, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the ENGINEER IN CHARGE. If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the ENGINEER IN CHARGE and the CONTRACTOR shall be liable to make good

the defects and be responsible for the maintenance of the work till the defects have been fully rectified.

- f) Upon successful completion of the maintenance guarantee period the OWNER shall issue final acceptance certificate to the CONTRACTOR

#### PAYMENT WITH HELD

The Architect may withhold or on account of subsequently discovered evidence nullify the whole or part of any certificate to such an extent as may be necessary in his reasonable opinion to protect the Owner from loss, for defective work, non- payment to Subcontractors, or other claims connected to this work.

#### INJURY TO PERSONS

The Contractor shall indemnify the Owner against any liability, loss, claim or proceedings whatsoever arising under any statutory or common law in respect of personal injury to or the death of any person, whomsoever arising out of or in the course of or caused by carrying out the work.

#### INSURANCE

Without prejudice to his ability to indemnify the Owner, the Contractor and his Subcontractors shall maintain such insurance as are necessary to cover the liability of the Contractor and the sub-Contractors.

#### INSURANCE AGAINST FIRE

The Contractor shall in the joint name of the Owner and the Contractor, insure against loss or damage due to fire, earthquakes and riots.

#### COORDINATION OF WORK

Contractor shall extend complete coordination to other agencies i.e. air-conditioning, electrical, firefighting, plumbing and interiors working on the same site.

#### LABOUR

Contractor shall not employ child labour under 14 years of age and if female workers are employed he should make provision for safeguarding the small children to keep them clear of the site. All labour shall wear safety helmets and shoes to protect them from injury.

#### SAFTEY

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as

aforesaid and recover the costs incurred in that behalf from the contractor.

#### ANTIQUITIES

All fossils and other objects of interest or value, which may be found on the site or in excavating the same during progress of the work, shall become a property of the Owner. The Contractor shall carefully take out and preserve all such objects and hand them over to the Owner, through the Architect.

#### GUARANTEE

Besides guarantees required elsewhere, the Contractor shall guarantee the works in general for one year after completion of defects liability period.

#### TREES AND SHRUBS

The Contractor shall protect trees and shrubs designated by the Architect from damage during the course of work.

#### PERFORMANCE GUARANTEE

In addition to the Security Deposit the Contractor shall furnish a performance guarantee in the form of a Bank Guarantee to the tune of Five percent (5%) of the cost of the tender amount, which will be kept valid up to 12 months after completion of the work.

On acceptance of Tender, the contractor shall of furnish performance guarantee in the form of FDR or, bank guarantee of 5% of the accepted Tender cost in favour of Principal, Janki Devi Memorial College, within 10 days of award of work which shall be refunded after satisfactory completion of work and defects liability period of one year from the date of completion of work as recorded by project Engineer / Architect, without any interest

#### ARBITRATION

In case of dispute, the difference of opinion on any matter pertaining to the works, the decision of the Architect shall be final and binding on the contractors and the owners. If either party is not satisfied with the decision of the Architect, within 28 days a notice to this effect will be sent to the Architect in writing. The matter can then be referred to sole arbitrator or a panel of two arbitrators who should be fellows of Indian Institute of Architect, for a final award.

#### LIQUIDATION

If the CONTRACTOR commences to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carries on his business under a receiver for the benefits of his creditor the OWNER shall be at liberty to:

i) Give such receiver the liquidator or other person the option of carrying out the performance under the Agreement, subject to the receiver, liquidator or other person providing a guarantee up to an amount to be agreed upon by the OWNER and such receiver liquidator or other person for the due and faithful performance of the CONTRACTOR's obligations under this Agreement, or

ii) If the receiver, liquidator or other person fails within 30 (thirty) days to exercise the option to carry out performance of the Agreement then the OWNER may terminate the Agreement and give notice in writing to the CONTRACTOR or to the receiver, liquidator or to any person in whom the Agreement may have become vested.

#### TERMINATION OF CONTRACT

If the CONTRACTOR violates the Agreement or shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable directions, instructions or orders given to him in writing by the Architect/Engineer In-Charge in connection with the work or shall contravene or breach any provisions of the Agreement, the OWNER may give notice in writing to the CONTRACTOR to make good the failure, neglect or contravention complained of or cure that breach within a period of 30 (thirty) days of receiving such notice and in default of the compliance with the said notice, the OWNER without prejudice to his rights as below may rescind or terminate the Agreement stating therein the effective date of termination, holding the CONTRACTOR liable for the damages that the OWNER may sustain in this behalf.

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Owner shall have the option of terminating the contract without compensation to the CONTRACTOR.

**CIVIL WORKS FOR LAYING OF NEW SEWER LINE  
AT JANKI DEVI MEMORIAL COLLEGE, NEW DELHI**

**EARTHWORK WORKS**

***The Rates Quoted Shall Include The Following***

1. Excavation either straight, inclined or curved in trenches, footings, rafts, basements etc., including raking out, cutting and dressing sides and bottom to true dimension and depositing excavated stuff beyond three meters clear of the edge of the trench, filling back as required and disposal of surplus earth anywhere within the plot as directed by site engineer/ architect.
2. Clearing all shrubs, roots, vegetation and trees from alignment of the buildings
3. Bailing out, pumping out or otherwise removing all water which may accumulate in the excavation from any or all causes whatsoever
4. All labour and material required for fencing and protection against risk of accident to open excavations etc., with necessary shoring planking and strutting and for providing gangways, with handrails across open trenches etc., where necessary during the progress of the work.
5. Watching and lighting arrangements wherever necessary whether ordered by the architect/employers or otherwise
6. Filling back available excavated earth in plinths, sides of foundations, sides of basements, under floors and for ground formation etc., as and where required in 150 mm thick layers, breaking coods, ramming, watering, consolidation, the same with 10 M.T. Rollers or hand tampers where rollers are not accessible, and dressing the filled up areas.
7. Battering, benching, forming steps in the sides of foundations and mass excavations where required and removal of the slips and falls.
8. Anti termite treatment shall be got done through a specialized sub-contractor approved by the architect. This item is payable separately.
9. The contractor shall guarantee against termite for a period of 10 years.

10. Water proofing shall be done by specialized agency as approved by the Engineer IN Charge /Architect and contractor shall give a guarantee for its effectiveness over a period of 10 years. The rates for waterproofing shall be inclusive of all labour and material for the successful completion of the job. This item is payable separately.
11. Water table has to be maintained at least 1.0 Mt., below lean concrete level of raft by providing adequate de-watering arrangements. This water table has to be maintained till Basement floor slab is cast including the retaining wall.
12. Water table shall also be maintained till such time the waterproofing of retaining wall and raft is complete. This item is not payable separately.

### **PLAIN AND REINFORCED CEMENT CONCRETE**

#### ***The Rates Quoted Below Shall Include The Following***

1. Making all drips, grooves, moulds, curved surfaces and chamfered edges etc. in concrete and/or plaster work as directed
2. Forming all expansion and/or construction joints as per standard specification and/or as directed.
3. All projections, toothings, ornamental work etc. and finishing to shape as directed.
4. Embedding all electric pipes, fan hooks, boxes, false ceiling suspensions and inserts of any description etc. in R.C.C slab, beam, walls etc., as directed.
5. Installing a calibrated cube-testing machine at site, getting it calibrated every month and submitting test report to the architects. Alternately getting the cubes tested in an approved lab.
6. Preparing 7 days and 28 days test cube, testing them at site and /or getting tested in an approved laboratory including all fees, costs, transportation etc. relating to them.
7. Providing slump tests apparatus at site and test for checking the workability of concrete.
8. Working up or hacking of concrete surfaces for providing keys for further concrete work including applying thick cement slurry or mortar as directed

9. Providing 12 mm thick cement plaster 1:6 (1 cement: 6 fine sand) and a coat of lime wash on all brick wall surfaces serving as bearing for RCC work.
10. Exposed architectural or ordinary centering, shuttering and formwork, strutting, boxing, propping etc. except wherever specified to exclude in the item. Shuttering to be made water tight with plywood and timber if necessary.
11. Use of shuttering oil as specified
12. Use of cement slurry over shuttering before commencing concreting
13. Machine mixing of all concretes and hoisting to all lifts, carrying to all leads, consolidating by rodding, vibrating, tamping and curing.
14. Sinking of floors in specified areas.
15. Providing of dowel bars wherever directed by the architect/engineer.
16. Forming cutouts, openings and concreting at a later stage as required
17. Providing sleeves for pipes etc. before concreting
18. Working in narrow widths, small quantities and curved alignments etc.
19. Removing rust, mild scales, oil, grease, paint etc. from steel reinforcement.
20. Providing 16 gauge annealed binding wire and binding the reinforcement with the same without any extra cost on the account for labour or material
21. Providing cover to steel with cement concrete briquette spacers at no extra cost.
22. Payment of labour for laying steel as per Indian standard section weights actually placed in position as per design and drawing or as directed
23. The contractor shall not undertake the RCC work including form-work of first floor before laying lean concrete on the lowest floor if so directed by the architect/engineer.

24. Wherever new structural slab/beam is to be connected with the old structural slab/beam, the cost of chipping the necessary old concrete members and re-casting the same is to be included in the item.

## **MASONRY WORK**

*The rates quoted shall include the following:*

1. Work in English bond or any other design as directed by the architects.
2. Work in square round and rectangular pillars, flower troughs, under floor drains, making curved and tapered surfaces steps etc.
3. Forming openings, chases, grooves etc.
4. Embedding/ cutting chases for conduits, boxes other fixture of any descriptions, hold fasts of doors,
5. Fixing Windows glazing etc.,
6. Making all drip courses, projected courses of any description, offsets, setbacks, corbels, architrave's or any other feature of description.
7. Raking out joints for plastering or pointing in plinth super structure or finishing joints flush in foundation as directed
8. Bonding with RCC work
9. Work in narrow widths, small quantities etc. supplying moulds, taking briquettes, getting tested, any fees, costs etc., relating to the same.
10. Machine mixing of mortars
11. Curing of brick work
12. Preparing bricks for testing (efflorescence, water absorption, crushing strength, shapes, sizes etc.) in the field laboratory and or an approved laboratory, and any fees, costs etc. relating to them.

S.NO.	DESCRIPTION OF ITEM	UNIT	QTY.	RATE	AMOUNT
1	Excavating trenches of required width for pipes, cables etc. including excavation for sockets and dressing of sides, ramming of bottoms, depth upto 1.5m including getting out the excavated soil, and then returning the soil as required, in layers not exceeding 20cm in depth including consolidating each deposited layer by ramming, watering etc. and disposing of surplus excavated soil as directed, within a lead of 50m.				
	All kinds of soil/ Rock				
1(a)	Pipes, cables etc. exceeding 80mm dia but not exceeding 300mm dia.	Metre	460		
2	Extra for excavating trenches for pipes, cables etc. in all kinds of soil for depth exceeding 1.5m, but not exceeding 3m. (Rate is over corresponding basic item for depth upto 1.5 metre).				
2(a)	Pipes, cables etc, exceeding 80mm dia but not exceeding 300mm dia	Metre	90		
3	Earth work in excavation over areas (exceeding 30cm in depth. 1.5m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m; disposed earth to be levelled and neatly dressed. ( For manholes)				
3(a)	All kinds of soil	Cum	25		
4	Extra for every additional lift of 1.5m or part thereof in:				
4(a)	All kinds of soil (Manhole)	Cum	5		

S.NO.	DESCRIPTION OF ITEM	UNIT	QTY.	RATE	AMOUNT
5	Providing, laying and jointing Underground Sewer Pipes (IS: 15328 ) SN 8 including testing of joints etc. complete.				
5(a)	200mm diameter	Metre	445		
6	Providing and laying cement concrete 1:5:10 (1 cement: 5 coarse sand : 10 graded stone aggregate 40mm nominal size) all round Sewer. pipes including bed concrete as per standard design				
6(a)	200mm dia Sewer pipe	Metre	445		
7	Constructing brick masonry manhole in cement mortar 1:4 (1 cement :4 coarse sand) RCC top slab with 1:2:4 mix (1 cement :2 coarse sand :4 graded stone aggregate 20mm nominal size), foundation concrete 1:4:8 mix (1 cement :4 coarse sand :8 graded stone aggregate 40mm nominal size) inside plastering 12mm thick with cement mortar 1:3 (1 cement :3 coarse sand) finished with floating coat fo neat cement and making channels in cement concrete 1:2:4 (1 cement :2 coarse sand :4 graded stone aggregate 20mm nminal size) finished with a floating coat of neat cement complete as per standard design.				
7(a)	Inside size 120x90cms and 90cms deep including CI cover with frame (medium duty) 500mm internal dimensions, total weight of cover and frame to be not less than 116 kg (weight of cover 58 kg and weight of frame 58kg).				
7(a).1	With FPS bricks (class I).	Each	20		
8	Extra for depth for manholes:				

<b>S.NO.</b>	<b>DESCRIPTION OF ITEM</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>AMOUNT</b>
8(a)	Size 120x90cm with FPS bricks (class I)	Metre	2		
9	Providing M.S. foot rests including fixing in manholes with 20x20x10 cm cement concrete blocks 1:3:6 (1 cement:3 coarse sand :6graded stone aggregate 20 mm nominal size) as per standard design				
9(a)	With 20x20 mm square bar	Each	50		
10	15mm thick cement plaster on rough side of single or half brick wall of mix: (for external surface of manhole)				
10(a)	1:4 (1 cement : 4 coarse sand)	Sqm	100		
	<b>TOTAL</b>				

Approved Make Of Materials		
Serial No.	Materials	Manufacturer
1)	Commercial Ply And Commercial Board	Duro, Green, Virgo
2)	Teak Ply	Duro, Green, Virgo
3)	Laminate	Greenlam, Decolam, Virgo, Merino
4)	Mirror	Modigaurd, Saint Gobain
5)	Glass	Modi Float, Saintgobain
6)	Flush Door Shutters	Duro, Green, Virgo, Sitapur, Mysore (First Quality) Or Equivalent
7)	Paints	Nerolac, I.C.I, Asian
8)	Mortice Latches And Locks	Godrej, Dorset, Hardwyn
9)	Coarse Sand	As Per Is:383 (Latest Edition) Approved Quarry Or Equivalent
10)	Fine Sand	Do
11)	Stone Aggregate	Do
12)	Aluminum Section	Indal Or Jindal (Heavy Quality) Or Equivalent
13)	Ceramic Non Glazed Tiles	Orient, Kajaria, Nitco, Bell, Regency Or Equivalent
14)	Mdf Board	Green Panel Max
15)	Hinges-Ms Oxidised	Heavy Duty
16)	Tower Bolt-Aluminium	Do
17)	Door Stopper-Aluminium	Do
18)	L-Drop – Aluminium	Do
19)	Handle- Aluminium	Do
20)	Pvc Strips/ Hand Rail	Fixo Pan Or Equivalent
21)	Cement	OPC 43 Grade Ultratech
22)	Steel	TATA, SAIL
23)	FRP/GRP Manhole covers	Everlast
		Thermoset
24)	HDPE Pipe & fitting	Duraline
		Kimplas
		Reliance
25)	RCC Pipe	Dhere
		K K
		INDIAN HUME PIPE
		Pranali
26)	Stoneware Pipes	Anand
		Burn & Co.
		Perfect potteries
		Rajura

Approved Make Of Materials		
Serial No.	Materials	Manufacturer
27	Storm Water Drainage & Sewage Sump Pumps (Submersible)	Aquasub Engineering
		CRI Pumps
		Darling
		Dharani
		Grundfos
		Kirloskar
		KSB
		Kishor
		Nocchi
		Mody
		Willo – Mather & Plantt
28	Transfer Pumps	Aquasub Engineering
		CRI Pumps
		Dharani
		Grundfos
		Kirloskar
		KSB
		Nanfang
		Nocchi
		Willo - Mather & Platt
29	Self-Priming Pumps	Aquasub Engineering
		CRI Pumps
		Johnson
		Kirloskar
30	Borewell Pump	Aquasub Engineering
		CRI Pumps
		Grundfos
		Kirloskar
31	Anti Vibration Mounting & Flexible Connections	Cori
		Dunlop
		Flexionics
		Easyflex
		Resistoflex
		VIMPA
32	Manhole (prefabricated)	OK Play
		Supreme
33	Temperature Sensor / Gauge	Forbes Marshall
		Danfoss
		Wika
34	Vacuum Sewer System	Roediger Vacuum

<b>Approved Make Of Materials</b>		
<b>Serial No.</b>	<b>Materials</b>	<b>Manufacturer</b>
35	Syphonic Roof Drainage System	Geberit
		George Fisher
		Neuva Terrain
		Saint Gobian