

**GARGI COLLEGE, SIRIFORT ROAD,
NEW DELHI**

TENDER DOCUMENT

NAME OF WORK

**CONSTRUCTION OF AUDITORIUM AND SEMINAR HALL AT GARGI COLLEGE,
SIRIFORT ROAD NEW DELHI – CARPET FLOORING**

Clients : Principal, Gargi College, Sirifort Road, New Delhi	Architect / Consultant : M/s. Suresh Goel Associates S-83, Panchshila Park New Delhi –110017 ☎ : 011-26014466, 26016341 Fax : 011-26011441
--	---

INDEX

S.No	Contents	Page
1	Notice Inviting Tender (NIT)	2 to 4
2	Tender	5 to 6
3	General Rules & Directions	7 to 9
4	Conditions of Contract	10 to 12
5	Clauses of Contract	13 to 38
6	Proforma of Schedules	39 to 41
7	Proforma 'D' Bank Guarantee Bond	42 to 43
8	Safety Code	44 to 48
11	Model Rules	49 to 52
12	Special Conditions	53
13	Schedule of Quantities	54

GARGI COLLEGE, SIRIFORT ROAD, NEW DELHI

NOTICE INVITING TENDER

Item Rate tenders are invited by the Principal, Gargi College on behalf of Gargi College society from the short listed contractors experienced contractors for "Construction of Auditorium and Seminar hall at Gargi College, Sirifort Road, New Delhi." - Carpet Flooring Work.

Estimate Cost Rs 9, 00,000/- approx.

Earnest money: Rs. 25,000/-

Period of completion - 1 month.

1. **Tender documents** consisting of Specifications, the schedule of quantities of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents will issued to the eligible contractors **on payment of Rs. 500/- (non refundable) from the office of the Architect i.e. M/S Suresh Goel & Associates, S-83, Panchshila park, New Delhi- 110017 or office of Principal, Gargi College between 1000 hrs and 1300 hrs up to 22/12/1011 every day except Sundays and public holidays.**
2. The tenderer shall submit tenders in two sealed covers 1&2. The first cover shall contain the earnest money and the second cover shall contain the tender document with rates duly filled in Schedule of Quantities to **the Principal, Gargi College up to 15.00 hours on 23/12/2011** and bids will be opened by him or his authorized representative in his office on the same day at 15.30 hours in presence of the tenderers present. In case 1st cover is not annexed or earnest money is not in proper form, the second cover containing Tender document will not be opened at all.
3. Copies of drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the Architect i.e. M/s Suresh Goel & Associates, S-83 Panchshila Park New Delhi –110017 or office of the Principal, Gargi College.
4. The competent authority on behalf of the Principal, Gargi College does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
5. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
6. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid.

This Notice Inviting Tender shall form a part all the documents including additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto shall be part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall with in 15 days from the stipulated date of start of work sign the contract consisting of the notice inviting tender, all the documents including additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

The bidders may seek clarification if any by submitting a list of points on which clarification is sought to the Principal, Gargi College with a copy to the Architect/Consultant upto 20/12/2011 . The bidders should give their contact No/ Fax No- & E-mail id.

For & on behalf of Principal
Gargi College, New Delhi

Gargi College, Sirifort Road, New Delhi

State - New Delhi

Item Rate Tender & Contract for Works

(A). Tender for the work of : "Construction of Auditorium and Seminar hall at Gargi College, Sirifort Road, New Delhi."-Carpet Flooring Work.

- (i). To be submitted by 15.00 hours on 23/12/2011 to the Principal, Gargi College, New Delhi.
- (ii). To be opened in presence of tenderers who may be present at 15.30 hours on 23/12/2011 by the Principal, Gargi College, New Delhi.

Issued to : _____ (contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue : _____

TENDER

I/We have read and examined the notice Inviting Tender, Schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for “Supplying and fixing in position Auditorium Chairs at Gargi College, Sirifort Road, New Delhi” within the time specified in Schedule `F` viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-I of General Rules and Directions and in clause 11 of Clauses of contract and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs 40,000/- is hereby forwarded in Bank draft / Pay Order/ Deposit at call Receipt of a Schedule Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said Principal, Gargi College or their nominees 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 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.

I/We here by 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 Institute.

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 to the Institute and the same may at the option of the competent authority on behalf of the Principal, Gargi College 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.

Dated

Signature of Contractor
Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as negotiated and provided in the letters mentioned here under) is accepted by me for and on behalf of the Principal, Gargi College, New Delhi 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,
Gargi College

Signature _____
Designation -

Dated

General Rules & Directions

In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1952.

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having due authority to give effectual receipts for the firm.

Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Tender shall have the name and number of the works to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

The officer inviting tender or his duly authorized assistant will open tenders in the presence of intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other related documents. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.

The memorandum of work tendered for and the schedule of materials to be supplied by the Institute and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.

In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In the event no rate has been quoted for any item (s), leaving space both in figure(s), word (s), and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such items (s) will be considered as zero and work will be required to be executed accordingly.

In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the 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 should be written both in figures and in words. In case of figures, the word `Rs` should be written before the figure of rupees and word `P` after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word `Rupees` should precede and the word `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 decimal places. While quoting the rate in schedule of quantities, the word `only` should be written closely following the amount and it should not be written in the next line.

- (i) The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank or State Bank of India.
- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in cash at the time of tenders will be treated as a part of the Security deposit. The Security amount will also be accepted in cash or in the shape of Govt. Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.

Sales-tax, purchase tax, turnover tax, service tax, VAT, Octroi or any other tax in respect of this contract shall be payable by the contractor and Institute will not entertain any claim whatsoever in respect of the same.

The contractor shall give a list of employees of Gargi College Delhi related to him.

The tender for the work shall not be witnessed by a contractor who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Director may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions:

The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Gargi College Society and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

- i). The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii). The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii). The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv). The Gargi College Society means their nominees also.
- v). Principal means the Principal Gargi College Sirifort Road New Delhi .
- vi). The Engineer-in-Charge means the Engineer of Gargi College who shall supervise and be in-charge of the work.
- vii). Architect means the Architect appointed by the Gargi College Society viz. M/s. Suresh Goel & Associates, S-83 Panchshila Park, New Delhi.
- viii). College means the Gargi College Sirifort Road New Delhi
- ix). Department means Gargi College Sirifort Road New Delhi
- x). Government means Govt of India or Govt. of NCT Delhi as applicable.
- xi). Accepting authority shall mean the authority who accepts the tender.
- xii). Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies,

hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of God, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the College of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

- xiii). Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- xiv). Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- xv). District Specifications means the specifications followed by the State Govt. in the area where the work is to be executed.
- xvi). Tendered value means the value of the entire work as stipulated in the letter of award.

Scope & Performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out :- The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised principles.

Sufficiency of Tender:- The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and price quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors: - The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.

Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract:- The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

CLAUSES OF CONTRACT

Clause – I

Performance Guarantee

- i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Deposit at call receipt of an scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any bank is furnished by the contractor to the College as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the College to make good the deficit.
- ii) The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iii) The College shall not make a claim under the Performance guarantee except for amounts to which the College is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the College may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay to the College any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- iv) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the College.

Clause – 1 A

Recovery of Security Deposit: - The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit College at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit @5% of the tendered value of the work. Such deductions will be made and held by College by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Govt. Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the College as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the College to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by College on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Bank or Bank Guarantee (if deposited for more than 12 months) endorsed in favour of the College, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

Clause -2

Compensation for Delay :- If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the College on account of such breach, pay as agreed compensation the amount calculated at the rate of 1.5% (One decimal five percent) per month as the Principal of College (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains in-complete. This will also apply to items or group of items for which a separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the College. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up with the progress of the work, on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent

milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause – 3

When Contract can be determined: - Subject to other provisions contained in this clause the Principal may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i). If the contractor having been given by the Engineer in charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii). If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer in charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer in charge
- iv). If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Principal.
- v). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Principal.
- vi). If the contractor commits any acts mentioned in Clause 21 hereof:
When the contractor has made himself liable for action under any of the cases aforesaid, the Principal shall have powers:
 - a). To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Principal shall be conclusive evidence). Upon such determination or rescission the Earnest Money Deposit, security deposit already recovered and the performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the College.
 - b). After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance work as shall be un-executed out of his hands to give it to another contractor to complete the work. The contractor whose contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the the Principal the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer –in-Charge has 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.

Clause – 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for total completion of the work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

Clause – 4

Contractor liable to pay compensation even if action not taken under clause 3 :- In any case in which any of the powers conferred upon the Principal by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Principal putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Principal which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Principal) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, and binding on the contractor otherwise the Principal by notice in writing may order the contractor or his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Principal may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5

Time and Extension for delay: - The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day or such time period as mentioned in letter of award after the date on which the Principal issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid College shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Principal and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the

work, the contractor shall in all cases (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

If the work(s) be delayed by :-

- i). Force majeure or
- ii). Abnormally bad weather, or
- iii). Serious loss or damage by fire or
- iv). Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
- v). delay on the part of other contractors or tradesmen engaged by Principal in executing work not forming part of the contract or.
- vi). Any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' is beyond the contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Principal but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Principal to proceed with the works.

Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the Principal of the College may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Principal of the College in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Principal and this shall be binding on the contractor.

Clause – 6

Measurements of Work Done :- Engineer- in- Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of items including hidden items shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer- in- Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in- Charge or his authorized representative and the contractor or his authorised representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by the concerned parties.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant 'Standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the

relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

Engineer- in- Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause – 7

Payment on intermediate certificate to be regarded as advances :- The interim or running account bills shall be submitted by the contractor in the prescribed format in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The Engineer in charge shall then arrange to have the bills verified by taking or causing to be taken, wherever necessary, the requisite measurement of the work.

Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:

- a) all work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
- b) 75% of the cost (assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to site for incorporation in the works and are safeguarded against loss due to any cause whatever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of perishable materials.

The advance payment under (b) above shall be adjusted as and when materials are utilised in the works.

Payment of the Contractor's bills submitted complete with documents shall be made by the College within 21 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge and in the event any likely delay beyond 21 days 75% of amount would be released. Balance 25% with the subsequent months payment.

Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. Issuance of such certificates by any Engineer-in-Charge shall however, not in any manner, relieve the Contractor of his responsibilities and obligations under the Contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Clause – 8

Completion certificate and completion plans :- Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or(b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Clause 8A

Contractor to keep site clean :- The splashes and droppings from white washing, colour washing, painting etc on walls, floor windows etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

Clause 8 B

Completion plans to be submitted by the Contractor: - The contractor shall submit five sets of completion plans within thirty days of the completion of the work along with soft copy.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs. 1,00,000/- (Rupees One Lakhs Only) as may be fixed by Principal of the College concerned and in this respect the decision of the Principal of the College shall be final and binding on the contractor.

Clause 9

Payment of final bill :- The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. 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. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will as far as possible be made within six months from the date of receipt of the bill by the Engineer-in-Charge or his authorised representative.

Clause 10A

Materials to be provided by the contractor :- The contractor shall at his own cost provide all materials required for the works .

The contractor shall, at his own expense and without delay, supply to Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within five days of supply of samples or within five days of the receipt of test result intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Engineer-in-Charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall at his risk and cost make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorised representative and Architect shall at all times have access to the work and to all such workshops and places where work is being prepared or from where materials manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substitute thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

Clause 10 B

i). **Secured Advance on Non-perishable Materials:-**

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Clause – 10C

If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase in wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays such increased wages then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, wages of labour is decreased as a direct result of the coming into force of any fresh law statutory rules or order and such decrease in the wages prevailing at the time of receipt of the tender for the work, College shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the College, and further shall, at the request to the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

The payment on account of increase or decrease in labour wages under this clause shall be worked out based on the following formula:

$$V_L = W \times Y/100 \times \frac{L_1 - L_{10}}{L_{10}}$$

Where,

V_L = Variation in Labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = 80% of total value of work done.

Y = Component of labour expressed as a percentage (i.e. 20%).

L_{10} = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

L_1 = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

Clause – 10CA - Deleted

Clause - 10D - Deleted

Clause – 11

Work to be executed in accordance with specifications, drawings, orders etc.:- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with CPWD Specifications 2009 Vol.I to II with upto date correction slips and CPWD specifications 2005 for internal and external electrification with upto date correction slips. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12 :

Deviations/Variations Extent and Pricing :- The Principal shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Principal and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. There is no deviation limit prescribed for contract items, the contractor shall be bound to execute the deviated quantities of the contract items at the same rates as decided at the time of award of work.

- 12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:-
- i). In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
 - ii). 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 12.2 In the case of extra item(s) the contractor may within fifteen days of receipt of order of occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
- In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.
- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
 - b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so, decreased to the extent of the difference between the market rates of substituted item and the agreement item(to be substituted).
- 12.3 The contractor shall send to the Engineer-in-Charge once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right .However, the Principal may authorize consideration of such claims on merits.
- 12.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 13

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work :- If at any time after acceptance of the tender , Colleege shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Principal shall give notice in writing to that effect to the contractor and the contractor shall act

accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure:-

- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). College shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, College shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by College cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii). If any materials supplied by College are rendered surplus, the same except normal wastage shall be returned by the contractor to College at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to College stores, if so required by College, shall be paid.
- iv). Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v). Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the College as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the College from the contractor under the terms of the contract.

Clause 14

Cancellation of Contract in full or part :-

If contractor: -

- i). At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Principal; or
- ii). Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Principal; or
- iii). Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Principal; or
- iv). Shall offer or give or agree to give to any person in College service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for College; or
- v). Shall enter into a contract with College in connection with which commission has been paid or agreed to paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/ Principal ; or
- vi). Shall obtain a contract with College as a result of wrong tendering or other non- bonafide methods of competitive tendering; or
- vii). Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors: or
- viii). Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix). Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x). Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority:

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to College, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract.

The Principal shall on such cancellation by the Accepting Authority have powers to:

- a). Take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or
- b). Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Principal shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by College. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto to time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by College in completing the works or part of the works or the excess loss or damages suffered or may be suffered by College as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to College in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Principal shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to the College and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by College of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Clause - 15

Suspension of work

- i). The contractor shall, on receipt of the order in writing of the Principal, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Principal may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a). On account of any default on the part of the contractor or
 - b). For proper execution of the works or part thereof for reasons other than the default of the contractor or
 - c). For safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Principal.

- ii). If the suspension is ordered for reasons (b) and (c) in sub-para (I) above:
 - a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and:
 - b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Principal may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Principal within fifteen days of the expiry of the period of 30 days.
- iii). If the works or part thereof is suspended on the orders of the Principal for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (I) above, the contractor may after receipt of such order serve a written notice on the Principal requiring permission within fifteen days from receipt by the Principal of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the College or where it affects whole of the works, as an abandonment of the works by the College, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Principal. In the event of the contractor treating the suspension as an abandonment of the contract by the College, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Principal may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Principal within 30 days of the expiry of the period of 3 months.

Clause 16

Action in case work not done as per specifications: - All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Principal, his authorised subordinates in charge of the work / architect and all the superior officers of the College and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-Charge or his authorised subordinates incharge of the work or to the Architect that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove

the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Principal may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/ or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Principal to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause – 17

Contractor Liable for damages, defects during maintenance period :- If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise its completion shall have been given by the Principal as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer in charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Clause 18

Contractor to Supply Tools & Plants etc. :- The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there of to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

Clause 18A

Recovery of compensation paid to workman: - In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, if College is obliged to pay

compensation to a workman employed by the contractor, in execution of the works, College will recover from the contractor for the amount of the compensation so paid ; and, without prejudice to the rights of the College under sub-section (2) of Section 12, of the said Act, College shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by College to the contractor whether under this contract or otherwise. A receipt taken by the college from the workmen would be furnished by the College to the contractor and the same would be constructed as sufficient as proof of payment. College shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to College full security for all costs for which College might become liable in consequence of contesting such claim.

Clause 18 B

Ensuring Payment and Amenities to Workers if Contractor fails :- In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, College is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act the Rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by College Contractors, College will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the College under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, College shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by College to the contractor whether under this contract or otherwise College shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the College full security for all costs for which College might become liable in contesting such claim.

Clause 19

Labour Laws to be complied by the Contractor :- The contractor shall obtain a valid licence under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Welfare Cess Act, 1996. The Contractor shall also abide the provisions of Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour Regulation & Abolition Central Rules 1971.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The Contractor shall also abide by the provisions of child labour (Prohibition and Regulations) Act, 1986.

CLAUSE 20 : Minimum Wages Act to be complied with:

The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

CLAUSE 21 : Work not to be sublet. Action in case of insolvency

The Contract shall not be assigned or sublet without the written approval of the Principal. And if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of College in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Principal on behalf of Gargi College society shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the College and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22 :

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the College without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23 : Changes in firm's constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing, of the Principal shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid, shall likewise, be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24 : Directions for execution of works.

All works to be executed under the contract shall be executed under the direction and subject to the approval of the Principal of the College who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25 : Settlement of Disputes & Arbitration

Except where other wise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Principal of College or if there be no Principal of the College the

administrative head of the said College. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts claimed in respect of each such dispute alongwith the notice for appointment of arbitrator and giving reference to the rejection by the Principal of the College of the appeal.

It is also a term of this contract that no person other than a person appointed by the Principal of the College or the administrative head as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the College shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act. 1996, (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1, 00,000/- the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26

Contractor to Indemnify College against patent Rights

The Contractor shall fully indemnify and keep indemnified the Gargi College Society against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of

any article or part of thereof included in the Contract. In the event of any claims made under or action brought against College in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the Contractor shall not be liable to indemnify the College if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer in Charge in this behalf.

CLAUSE 27 : Lump sum Provision in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

CLAUSE 28 : Action Where no specifications are Specified.

In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 29 : With-holding and lien in respect of Sums due from Contractor

- (i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the College shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the College shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the College shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Principal pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the College will be kept withheld or retained as such by the College till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the

College shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) College shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for College to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by College to the contractor, without any interest thereon whatsoever.

Provided that the College shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the College on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 30 : Lien in respect of claims in other Contracts

Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the College or any other contracting person or persons through Engineer-in-Charge against any claim of the College or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the College or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the College will be kept withheld or retained as such by the College or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31 : Water supply

The Contractor(s) shall make his/ their own arrangements for water required for the work as well as for drinking purpose and nothing extra will be paid for the same. This will be subject to the condition that the water used by the contractor(s) shall be fit for construction purposes.

CLAUSE 32: Alternate water arrangement

The contractor shall be allowed to construct temporary wells in College land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to

adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33 : Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of College either by issue from College stocks or purchase made under orders or permits or licenses issued by College the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the College and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to College for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34 : Plant & Machinery:

The contractor shall arrange at his own expense all tools, plant, machinery and equipment.

CLAUSE 35 : - Deleted

CLAUSE 36 : Employment of Technical Staff and employees.

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address and other particulars alongwith certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than as specified in schedule 'F':-

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by

the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative. The principal technical representative and other technical representative(s) shall be present at the site of the work for supervision at all time (s) when any construction activity is in progress and also present himself/ themselves, as required by the Engineer in Charge and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/ other technical representative shall be actually available at site fully during all stages of execution of work during recording/ checking/ test checking of measurement of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his / their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative(s) shall not look after any other work. Substitutes duly approved by Engineer in- Charge of the work in similar manner as aforesaid shall be provided in the events of absence of any of the representative by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is /are effectively appointed or/ is are effectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Schedule `F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/ test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical representative and/ or other technical representatives and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date a suitable other technical representative (s) is/ are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative alongwith every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experience in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37 : Levy/Taxes payable by Contractor.

- i) Sales tax, Purchase tax, Turnover tax, Service tax, VAT, Octroi, or any other tax in respect of this contract shall be payable by the Contractor and College shall not entertain any claim whatsoever in this respect.
- ii) The college shall deduct 1% (One percent) from the contractor's bills and deposit the same to Delhi Building and Other Construction Workers Welfare Board, Delhi. This deduction shall be made from each running bill as well as the final bill. The total deduction made on this account shall not exceed 1% of the gross value of the work done.
- iii) In addition to above, if pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the College to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the College and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor. The amounts so deducted shall be deposited by the College with the concerned authorities as per law. It is for the Contractor to deal with the concerned authorities directly in respect of any claim or refund relating to the above deductions and the College shall not be liable or responsible for any claims or payments or reimbursement in this regard.

CLAUSE 38 : Deleted

CLAUSE 39 : Termination of Contract on death of contractor

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

CLAUSE 40 : Deleted

CLAUSE 41: Deleted

CLAUSE 42: Return of Material & Recovery for excess material used

- (i) After the completion of the work, and also at any intermediate stage in the event of non reconciliation of materials issued , consumed and in balance -(See Clause 10) , theoretical quantity of materials issued by the College for use in the work shall be calculated on the basis and method given hereunder:-
 - a) Quantity of cement shall be calculated on the basis of quantity of cement required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. Incase any item is executed for which standard constant for the consumption of cement are not available in the above mentioned schedules/ statement or cannot be derived,

the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

- b) Theoretical quantity of steel reinforcement shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
- c) For any other material as per actual requirements.
- ii) Over the theoretical quantity of materials so computed a variation shall be allowed as specified in Schedule "F". The difference in the net quantities of materials actually issued to the contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer- in - Charge within fifteen days of the issue of written notice by the Engineer - in- Charge to this effect shall be recovered at the rates specified in Schedule "F" , without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer - in- Charge in regard to theoretical quantities of materials which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in schedule "F" shall be final and binding on the contractor.

For non-schedule items, the decision of Engineer- in - Charge regarding theoretical quantities of materials which should have been actually used shall be final and binding on the contractor.

- iii) The said action under this clause is without prejudice to the right of the College to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43: Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge. (b) for any material etc. not on the site of the work or for any tools, plant, machinery scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Principal.

CLAUSE 44_: Deleted

CLAUSE 45: Release of Security deposit after labour clearance.

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer in charge on receipt of the said communication shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, or recorded till after 3 months after completion of the work and/ or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE `A`

Schedule of quantities enclosed.

SCHEDULE `B`

Schedule of materials to be issued to the contractor.

S. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)

No material shall be issued to the contractor by the College.

SCHEDULE `C`

Tools and Plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4

No tools & plants shall be hired to the Contractor by the College.

SCHEDULE `D`

Extra schedule for specific requirements/ document for the work, if any.

- Nil -

SCHEDULE `E` Not applicable

SCHEDULE 'F'

Reference to Conditions and Clauses of Contract.

Name of work: "Construction of Auditorium and Seminar hall at Gargi College, Sirifort Road, New Delhi."- Carpet Flooring Work.

- (i) **Earnest Money:** Rs. 25,000/-
- (ii) **Performance Guarantee** 5% of tendered value
- (iii) **Security deposit** 5% of tendered value

General Rules & directions

Officer inviting tender

Principal, Gargi College ,New Delhi

Definitions :

- 2(v) Engineer-in-Charge The Engineer Gargi College who shall supervise and be Incharge of the work.
- 2(viii) Accepting Authority Gargi College
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits 15%
- 2(xi) Standard Schedule of Rates (i). C.P.W.D. Delhi Schedule of Rates 2007 with upto date correction slips issued upto the date of receipt of tenders.
- 2(xii) Department Gargi College Sirifort Road New Delhi
- Clause 1**
- (i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance, in days 15 days
- (ii) Maximum allowable extension beyond the period provided in (i) above in days 10 days
- Clause 2** Authority for fixing compensation under clause 2 Principal Gargi College Sirifort College
- Clause 5** (i) Time allowed for execution of total work. 1 month

Table of Milestones

S.No.	Financial Progress	Time (from date of start)	Allowed date of	Amount to be with-held in case of non-achievement of milestone
1.	1/8 th (of the tendered amount)	1/8 th	(of the stipulated time)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the assessed tendered value of the corresponding phase work will be withheld for failure of each mile stone.
2.	3/8 th (of the tendered amount)	1/2	(of the stipulated time)	
3.	3/4 th (of the tendered amount)	3/4 th	(of the stipulated time)	
4.	Full	Full		

Authority to give fair & reasonable extension of time for completion of work

Principal Gargi College

Clause 7	Gross work to be done together with net payment /adjustment of advances for material of collected, if any, since the last such payment for being eligible to interim payment	Rs. 5 Lacs
Clause 11	Specifications to be followed for execution of work	(i). CPWD Specifications 2009 volume I & with upto date correction slips till the date of receipt of tenders.
Clause 36 (I)	a) Details of minimum technical staff to be employed with their minimum qualifications and experience.	i). Site Engineers – One Graduate in Civil engineering with minimum 2 years experience or diploma holder with minimum 5 years experience).

Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Gargi College, New Delhi (hereinafter called 'The College') having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said contractor(s)" for the Work _____ (hereinafter called "the said Agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as "the Bank") hereby undertake to
(Indicate the name of the Bank)
pay to the College an amount not exceeding Rs. _____ (Rupee _____ only) on demand by the College.
2. We, _____ do hereby undertake to pay the amounts due and payable
(Indicate the name of the Bank)
Under this guarantee without any demure, merely on a demand from the College stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractors. (Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ Rupee _____ only).
3. We, the said bank further undertake to pay the College any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall remain in full
(Indicate the name of the Bank)
force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the due of the College under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the College certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.
5. We _____ further agree with the College that the College shall have
(Indicate the name of the Bank)
the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the College against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act of omission on the part of the College or any indulgence by the College to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We _____ lastly undertake not to revoke this guarantee except with the
(Indicate the name of the Bank)
pervious consent of the College in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the College. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupee _____ only) and unless a claim in writing is lodged with us within six months of the date of the expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____ (Indicate the name of the bank)

Safety Code

1. Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent if from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 (12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90cm (3ft).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ ") for ladder upto and including 3m (10ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm (1foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defiance of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching - All trenches 1.2m (4ft) or more in depth, shall at all times be supplied with the least one ladder for each 30m (100ft) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground.

The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition – Before any demolition work is commenced and also during the progress of the work,
 - i). All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii). No electric cable or apparatus that is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii). All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
3. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipments shall invariably be provided :
 - i). Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii). Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - iii). Those engaged in welding works shall be provided with welder's protective eyeshields.
 - iv). Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v). When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :
 - a). Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-Charge or any other higher officer.
 - b). At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c). Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d). Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

- e). Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f). The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g). No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h). The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i). Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j). The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- k). Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- l). If a man received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- m). The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi). The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
 - a). No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - b). Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
 - c). Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 4. An additional clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- i). While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii). Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii). Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv). Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - v). Overall shall be worn by working painters during the whole of working period.
 - vi). Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of College.
 - viii). College may require, when necessary medical examination of workers.
 - ix). Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
5. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
6. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :-
- i).
 - a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b). Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii). Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- iv). The contractors shall notify the safe working load of their machines to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.
- 7. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, and wearing apparel, such as gloves, sleeves and boots and may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 8. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 9. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place of work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 10. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge or their representatives.
- 11. Notwithstanding the above clauses from (1) to (10) there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY CONTRACTORS FOR THIS WORK

1. APPLICATION

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

a) For work places in which the number of contract labour employed does not exceed 50.

Each first-aid box shall contain the following equipments:

1. 6 small sterilised dressings
2. 3 medium size sterilised dressings
3. 3 large size sterilised dressings
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two percent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet
8. 1 (30gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Principal General, Factory Advice Service and Labour Colleges, College of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.

12. Ointment for burns

13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50. Each first- aid box shall contain the following equipments:

1. 12 small sterilised dressings.
 2. 6 medium size sterilised dressings
 3. 6 large size sterilised dressings
 4. 6 large size sterilised burn dressings.
 5. 6 (15 gms.) packets sterilised cotton wool.
 6. 1 (60 ml.) bottle containing a two percent alcoholic solution iodine.
 7. 1 (60 ml.) bottle containing Sal volatile having the dose and mode of administration indicated on the label.
 8. 1 roll of adhesive plaster.
 9. 1 snake bite lancet.
 10. 1(30 gms.) bottle of potassium permanganate crystals.
 11. 1 pair scissors.
 12. 1 copy of the first-aid leaflet issued by the Principal General Factory Advice Service and Labour Colleges/ College of India.
 13. A bottle containing 100 tables (each of 5 gms.) of aspirin.
 14. Ointment for burns
 15. A bottle of suitable surgical antiseptic solution.
- iii). Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv). Nothing except the prescribed contents shall be kept in the First-aid box.
- v). The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi). A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

- vii). In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii). Where work places are situated in places, which are not towns, or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. LATRINES AND URINALS

- i) Latrines shall be provided in every work place on the following scale namely:-
 - a) Where females are employed there shall be at least one latrine for every 25 females.
 - b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.
- iv)
 - a) Where workers of both sexes are employed, there shall be displayed out side each block of latrine and urinal, a notice in the language understood by the majority of the workers “ For men only” or “For Women Only” as the case may be.
 - b)The notice shall also bear the figure of a man or of a woman, as the case may be.

- v) There shall be at least one Urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- vi) a) the latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

6. **Anti-Malarial Precautions**

The contractor shall at his own expenses, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

- 7. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

8. **Amendments**

Govt/ College may from time to time, add to or amend these rules and issue directions it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Special Conditions of Contract

1. General

- 1.1 This part of the tender documents is to be read in conjunction with NIT and general conditions of contract, as applicable to civil works, and other articles forming part of this document.

2. Scope of work

- 2.1 This contract is for the provision and laying of Carpet flooring in aisles/gangways and under seating of the auditorium as detailed in the Schedule of Items of Work and drgs. Complete.

- 2.2 The contract shall include the following:

i) All necessary materials, bolts, nuts, fastener, nails, screws, raw plugs, etc. as may be necessary to complete the work detailed in the specifications, whether or not specifically mentioned. The tenderer should ensure that he has studied the drawings carefully and should seek any clarifications he may have from the architects. No extra claims will be entertained on this account.

ii) Cutting and making any repairing holes etc. required for fixing of chairs.

3.0. Completeness of Contract

All fixtures etc. not specifically mentioned but that are usual for the safety and finishing of such works of fixing of chairs shall be included in the supply without any extra cost to the contract.

4.0. Departure from Specifications

The work shall be carried out strictly according to specifications and drawings. Any deviation from these specifications on account of manufacturing practices or for any other reason including the measures for safety and finishing under clause 3.0 above shall be clearly stated in a covering letter explaining in detail each and every departure the contractor proposes to make from the tender giving reasons thereof Unless specifically mentioned it will be assumed that the tenderer agrees to supply all equipment and complete the work exactly as specified therein and as shown in the drawings in its entirety. All deviations shall be subject to the approval of the engineer.

5.0 Work to be done as per Drawing

Work shall be done strictly in accordance with the drawings and with any modifications specifically approved by the Engineer-in-charge.

Schedule of Quantities

S.No	Item	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1.1	Providing and laying machine made woven poly-propylene carpet cut piles (yarn weight 1880gm/sqm.) of approved sample, shade and of approved manufacturer. The poly-propylene carpet shall be fixed on 12mm thick rubberized coir under layer fixed on floor with rubberized adhesive, ends of the carpet shall be secured in position with floor by providing necessary wooden beading fixed to floor with necessary adhesives, PVC fasteners and steel screws etc. in aisles/gangways as shown in architectural drawing for carpet flooring and direction of Engineer-in-charge complete. Approved make: Dhong Hheng, China, Standard Shaw, UAE or approved equivalent	350	sqm.		
	OR				
	Providing and laying machine made woven woolen carpet cut piles (yarn weight 1200gm/sqmt.) of approved sample, shade and of approved manufacturer. The woolen carpet shall be fixed on 12mm thick rubberized coir under layer fixed on floor with rubberized adhesive, ends of the carpet shall be secured in position with floor by providing necessary wooden beading fixed to floor with necessary adhesives, PVC fasteners and steel screws etc. in aisles/gangways as shown in architectural drawing for carpet flooring and direction of Engineer-in-charge complete. Approved make Transasia, Unitex or approved equivalent	Rate Only	sqm.		
1.2	Providing and laying machine made tufted carpet (yarn weight 720gm/sqm.) of approved sample, shade and of approved manufacturer. The poly-propylene carpet shall be fixed on 12mm thick rubberized coir under layer fixed on floor with rubberized adhesive, ends of the carpet shall be secured in position with floor by providing necessary wooden beading fixed to floor with necessary adhesives, PVC fasteners and steel screws etc. under seating as shown in architectural drawing for carpet flooring and direction of Engineer-in-charge complete. Approved make: Balta, Belgium, Standard Shaw, UAE or approved equivalent	450	sqm		
	Total				

