

निविदा दस्तावेज  
तकनीकी बोली और वस्तु दर  
के लिए

छत का वॉटर प्रूफिंग कार्य  
पर

लेडी इरविन कॉलेज  
सिकंदरा रोड, नई दिल्ली

आर्किटेक्ट्स:

स्थापति

आर्किटेक्ट, इंटीरियर डिजाइनर और प्रोजेक्ट मैनेजर

15, अबुल फज़ल रोड,

बंगाली मार्केट, नई दिल्ली

फ़ोन: 011 - 2335 8400, 2335 9500, 93508 88400, 93508 59500।

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## सूची

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## लेडी इरविन कॉलेज, नई दिल्ली

### निविदा आमंत्रण सूचना

निदेशक लेडी इरविन कोलाज विश्वविद्यालय, सी.पी.डब्ल्यू.डी., अर्ध सरकारी संगठनों और निगम के पात्र सूचीबद्ध ठेकेदारों से निविदाएं आमंत्रित करती हैं, जिन्होंने वाटर प्रूफिंग उपचार के तीन समान कार्य किए हैं, जिनमें से प्रत्येक की राशि 20 लाख रुपये है।

कार्य का नाम: लेडी इरविन कॉलेज, नई दिल्ली के पुराने भवनों में वाटर प्रूफिंग कार्य।

अनुमानित लागत : ₹.287400.00

बयाना राशि (कृपया नोट-1 देखें) : 20000.00 रुपये

निविदा प्रपत्र की लागत : ₹. 1000.00

कार्य पूरा करने के लिए समय दिया गया है : 30 दिन

आवेदन प्राप्त करने की अंतिम तिथि : निविदा बॉक्स

प्रशासन कार्यालय, लेडी इरविन कॉलेज

रिक्त निविदा प्रपत्रों की बिक्री : 22 मई से 29 मई 2024 तक

प्रशासन कार्यालय, लेडी इरविन कॉलेज

सिकंदरा रोड नई दिल्ली

तकनीकी बोली जमा करने की तिथि और समय : अपराहन 3 बजे तक, 6 जून 2024

और प्रशासन कार्यालय लेडी इरविन कॉलेज में मूल्य बोली

सीलबंद लिफाफे में काम का नाम ऊपर से लिखें

निविदाएं खोलने की तिथि एवं समय : अपराहन 3 बजे, 7 जून 2024

लेडी इरविन कॉलेज के कार्यालय में

उस एजेंसी का नाम जिसे निविदा जारी की गई:

#### टिप्पणी:

1. "लेडी इरविन कॉलेज, नई दिल्ली" के पक्ष में निकाली गई बैंक ड्राफ्ट के रूप में बयाना राशि निविदा के साथ संलग्न होनी चाहिए।
2. सफल ठेकेदार को कॉलेज मुद्रित फॉर्म पर लेडी इरविन कॉलेज के अधिकारियों के साथ एक समझौता निष्पादित करना होगा।
3. अद्यतन सुधार परिचियों के साथ सीपीडब्ल्यूडी विनिर्देश और शर्तों का पालन किया जाएगा।
4. निविदाकर्ता को अनुसूची में उल्लिखित प्रत्येक वस्तु के लिए दरें अंकों और शब्दों में उद्धृत करनी चाहिए।



**TENDER DOCUMENTS**  
**Technical Bid and Item Rate**

For

**Water proofing work of terrace**

at

**Lady Irwin College**  
Sikandra Road, New Delhi

Architects:

***STHAPATI***

Architects, Interior designers & Project Managers

15, ABUL FAZAL ROAD,  
BENGALI MARKET, NEW DELHI  
Phone: 011 - 2335 8400, 2335 9500, 93508 88400, 93508 59500.  
Fax: 91-11-23359500, e-mail: [sthapati@vsnl.com](mailto:sthapati@vsnl.com)

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NOTICE  
INVITING  
TENDER

# **LADY IRWIN COLLEGE, NEW DELHI**

## **NOTICE INVITING TENDER**

Director Lady Irwin Collage invites Tender's from eligible enlisted **contractors of University, C.P.W.D, Semi Govt organizations and Corporation** who have done three similar works of Water proofing treatment amounting to Rs 20 lacs each.

**Name of work:** Water proofing work old building places of Lady Irwin College, New Delhi.

**Estimated cost:** Rs. 287400.00

**Earnest money (Please refer of note-I):** Rs 20000.00

**Cost of Tender form:** Rs. 1000.00

**Time allowed for completion of work** 30 Days

**Last date for receipt of application in Admin Office, Lady Irwin College** **Tender box**

**Sale of Blank Tender Forms in Admin Office, Lady Irwin College Sikandra Road New Delhi** **22<sup>nd</sup> May to 29<sup>th</sup> May 2024**

**Date and Time for Submission of Technical Bid And Price Bid in the Admin office Lady Irwin College In sealed cover super-scribing the name of work** **By 3 pm,.6 June 2024**

**Date & time for opening of tenders in the office of the Lady Irwin College** **3. pm. 7 June 2024**

**Name of the Agency to whom the tender issued:**

**Note:**

1. The Earnest money in the form of Bank Draft drawn in favour of the "Lady Irwin College, New Delhi" should accompany with the tender.
2. Successful contractor will have to execute an agreement with the Lady Irwin College authorities on the College Printed Form.
3. CPWD specification and conditions with upto date correction slips will be followed.
4. The tenderer should quote the rates for each item mentioned in schedule in figure and in words.

**For Admin Office  
Lady Irwin College**



LADY IRWIN COLLEGE, Sikandra Road, New Delhi –110 001

**Name of work:** Water proofing work of Terraces at Lady Irwin College, New Delhi.

FROM:

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

To

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

Dear Sir

1. With reference to the Tender invited by-you, I/We hereby offer to perform, provide, execute and complete the works in. conformity with conditions of contract, drawings and specifications for the respective items of schedule of quantities attached hereto

2 I/We hereby affirm that none of the Partner/Director/Authorized Signatory is currently under any form of blacklisting or debarment by any government agency or court of law

3 I/We have satisfied myself / ourselves as to the location and prevailing conditions of the site, and have read carefully the articles of Agreement, Conditions of Contract, Specification, General and Special Conditions, Technical Specifications etc. and I/We understand that the works are to be completed within **30 Days** from the date of commencement and fully understand that the time will be the essence of the contract

4 I/We enclosed a demand draft for **Rs. ,20,000.00** / drawn on \_\_\_\_\_ & payable at New Delhi in favors of **Lady Irwin College** as earnest money and fully understand that this amount will not bear any interest and is liable to forfeiture.

i . If the offer is withdrawn within the validity period of acceptance or

ii If the execution of the contract does not commence within 7 days from award of contract, or

iii The acceptance of this tender shall constitute a breach of contract by us & employer shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by then from us.

5. I/We agree to keep the offer for 30 days from the date of opening the Tender

6 All the terms and conditions contained in the notice inviting Tenders Conditions of Tenders, Special specifications, General Specifications for execution of the work and additional conditions and the agreement etc. Constituting the Tender documents have been fully read by me/us and explained to me/us and I/we hereby accept the same and sign hereunder in token of their acceptance.



7 We are further enclosing herewith the following documents

- i) Partnership Deed, Memorandum & Article of Association and Power of attorney/Certified copy of Resolution. We agree that no change will be made in these documents without prior approval of the Lady Irwin College.
- ii) Work Contract Tax Certificate.
- iii) Experience Certificate in Similar work along with the completion Experience Certificate in Similar work along with the completion
- iv) GST Certificate
- v) Tender documents duly signed on each page along with detailed program and targets of completion of each item work.
- vi) Details of deployment of manpower, machinery, plant and equipment.
- vii) Demand Draft No.-\_\_\_\_\_ Dated \_\_\_\_\_  
Drawn \_\_\_\_\_
- viii) List of works Completed in the Following From:-

Name of Work	Particulars of places where Work was Executed	Amount	Copy of the of works Completion Certificate	Remarks
1.				
2.				
3.				
4.				
5.				

Name & Signature of Tenderers  
Office stamp and steel of the Tenderers

### 1. Scope of work

The Scope of work envisaged in this tender includes

\_List of works which are in hand (progress) in the following form: -

Name of Work	Particulars of places where Work was Executed	Amount of work	Position of works in progress	Remarks
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1.

2.

3.

4.

5

### 2. Agreement:

The successful contractor will have to execute an agreement with the College Authorities on the Printed Form, which can be seen before tendering in the office of the undersigned.

### 3. Time Allowed:

The written order shall be given within 7 days and the work shall be completed within 30 Days after that

### 4. Rates:

Rates for items should be quoted in words and figures.

The tendered rates shall take into account all these provisions in addition to various provisions in other parts of the tender document:

- a) The quantities given in schedule of quantities are estimated and are liable to variations. Such variations in quantities shall not however, vitiate the contract in any way whatsoever and the contractor shall be paid for the actual schedule of quantities.
- b) Rates quoted shall include all operations, materials etc. mentioned in the specifications of respective items of work, schedule of quantities and those conditions required to complete the job.

- c) Rates quoted shall include all labour, materials, vat,gst & other local Taxes, tools, plants equipment, hoists, tackier, scaffolding and other sundries for completion of work
- d) Rates quoted shall be firm and shall not be subject to any price variation due to increase in labour wages, cost of materials or any other price variation whether during stipulated period of execution or during extended period of execution (if any) except direct statutory increases by act of government or local bodies
- e) Rates shall be quoted for heights, depths and leads unless otherwise specified in the schedule of quantities
- f) Rates quoted shall include royalty, monopoly charges, sales tax and works contract tax and any other taxes levied by the Government or local bodies except where stated otherwise in the contract
- g) Rates for each item of work, the contractor shall include for the following irrespective whether it has been mentioned or not in the description of item, without any extra claim, payment
- h) Rates quoted unless otherwise specified, shall include works in all shapes, inclined curved etc.
- i) The rates quoted in the Schedule of quantities are to be full and inclusive of the works as described in the Schedule of quantities, specifications including all costs and expenses together with other costs such as general risks, liabilities and obligations, construction of temporary stores, watching, lighting, labour regulations, indemnity and maintenance as set forth in the tender documents.

## **5. Security Deposit**

A sum @ 5% of the gross amount of the bill shall be deducted as security deposit for defect liability period from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work. Bank guarantee will not be accepted as security deposit.

## **6 Water and Electricity required for the work:**

The Contractor(s) will make his/their own arrangements for water and electricity required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- i) That the water used by the Contractor shall be fit for construction purposes, to the satisfaction of the Engineer-in charge.
- ii) The Engineer-in charge shall make alternative arrangements for supply of water at the risk and cost of Contractor(s) if the arrangements made by the Contractor(s) for Procurement of water is in the opinion of the Engineer-in charge unsatisfactory.

## **7. Conditional Tenders:**

The Contractor, who submits the tender, shall fill up the usual printed form, stating at what rate he is willing to undertake each item of 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 rebate, will be summarily rejected. Rates quoted for the items, should be written both in words and figures. Amount must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

## **8. Testing of materials:**

Samples required for testing before use and also the samples of materials bearing standard mark, if required for testing shall be provided by the contractor. All other incidental expenditure to be incurred for testing of samples i.e. packaging, sealing, transportation, loading, unloading etc. will be borne by the contractor. Testing charges actually paid to the testing laboratory shall be reimbursed to the contractor only on producing the original receipts. If test result of any sample/ material is not found as per requirements, the relevant testing charges will not be reimbursed to the contractor.

## **9. Tests and Specifications:**

All technical specifications, materials workmanship and execution of this work shall be conforming to latest CPWD specifications in force with up to date correction slips and BIS codes unless otherwise stated in the nomenclature of individual items of work.

**10** The tenderer shall sign all pages of the tender documents including these conditions. Incomplete tenders are likely to be rejected.

In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in 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 along with constitution of the firm, to be produced with the tender, and it must be disclosed that the firm is duly registered under the Indian Partnership Act.

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

## **12 Site:**

Before tendering, the contractor shall visit the site and satisfy himself as to the local conditions, the accessibility of the site to full extent and implication of the operation, the nature of the ground and supply conditions affecting labour and execution of the contract. No claim on these issues will be entertained. All existing services in and around the plot (like Storm water drain, approach road etc.) will be kept by the contractor in good condition. Any damage to lawns, services, existing structure etc. will have to be made good by the contractor at his own cost. If any approach road etc. is required, it will have to be made by him at his own cost and the same shall be restored to original condition.

The site as shown in the lay out plans, shall be cleared of all loose stones, materials, rubbish of all kinds, as well as bush wood. All holes or hollows whether originally existing or after, shall be carefully filled with earth, well rammed and leveled as directed. Nothing extra will be paid on this account.

## **13. Inconveniences to Public:**

The contractor shall not deposit materials on any site, which will cause inconvenience to the public. The Engineer-in Charge may request the contractor to remove any material which is

considered by him to be dangerous or inconvenient to the public or cause them to be removed, at the contractor's risk and cost.

#### **14. Working Hours**

The agency shall be allowed to work beyond office hours if so required by it and on Saturdays, Sundays and gazette holidays. It will be the responsibility of the contractor to arrange for security of the site. Nothing extra will be paid on this account.

#### **15 Sub contractors and approved agencies**

For the specialized items such as electrical, sanitary and plumbing, water proofing or any other specialized work, the contractor shall clearly indicate the agencies and subcontractors unless otherwise specified against particular sub-head that he will appoint. The contractor shall nominate such agencies/sub contractors at the time of tendering and obtain a letter of consent from them for the works to be executed through them. The contractor may give names of more than one agency for the specialized items of work but they shall be of equivalent experience, resource and capability. The details of such agencies shall be attached with the tender. During execution of work, the contractor shall work with only such agencies as listed by him at the time of tender. If at any point due to exigent conditions the sub-contractor is unable to execute the work, the contractor may appoint an equivalent agency on approval from the Engineer-in-charge.

The appointment of such nominated sub contractors by the contractor shall in no circumstance render the employer liable in any way to the nominated sub contractor. If the Engineer-in charge is not satisfied with the quality and work of the sub contractor, he may ask the contractor to replace the sub contractor with other agency of equivalent experience and capability. The agency is bound to employ those sub contractors whose names are indicated in the tender papers for some particular work.

#### **16. Traffic regulations**

The contractor shall ensure compliance with all traffic regulations around the site and schedule movements of his trucks and obtain necessary security permits. No claims shall be made on this account.

#### **17. Effects of weather**

The contractor shall ensure that no damage occurs to the works during construction by arranging adequate protection against effects of drought, sunshine, wind or rainfall. No work shall be performed when in the opinion of the Engineer-in charge/Architect such work is liable to be injuriously affected by the weather. No claims shall be entertained on this account.

#### **18. Modifications and alterations**

The Engineer-in charge/Architect has full powers to add/delete/alter specifications, drawings and or quantity and give new specifications/quantity/design/drawing at any stage of work, if necessitated.

**19.** The contractor shall not be entitled to any compensation for any loss suffered by him and/or revision in the rates originally quoted by him.

(a) On account of reduction/increase in the scope of work.

(b) On account of suspension of work, or abandoned after award of work.

## **20. Make good defective works:**

The contractor shall be responsible for any defect, which may appear in the work. The defective or damaged work shall be removed and replaced to the entire satisfaction of Engineer-in charge/ Architect without any extra payment. The contractor shall without any additional charge to the employer, renew or replace any work which may be found faulty or defective either due to workmanship or materials and shall fully maintain the whole installations for a period of twelve months after the certified date of completion of works by the Engineer-in charge unless otherwise specified against individual item or subhead of work.

## **21. Access to site:**

The contractor shall provide all facilities to the Engineer-in charge/Architect or their representatives to make frequent inspection of his workshop/site and to ascertain the progress and quality of work undertaken in this contract.

## **22. Watch, Security and Supervision:**

The safe custody and up-keep till handing over is the sole responsibility of the contractor. The contractor shall employ sufficient supervisory personnel and watchmen to ensure that the different items fabricated/supplied by him are kept in good condition till they are handed over satisfactorily to the department. The contractor shall employ qualified & experienced engineers of different disciplines to supervise the work at site.

**23.** On completion of the work, the site of work shall be thoroughly cleaned and all debris removed before the work is handed over satisfactorily.

**24.** Total amount of all the parts of this tender shall be worked out and the work will be awarded to the agency who had quoted lowest rates considering all the parts of tender.

## **25. Insurance**

### **Insurance Policies:**

Before commencing the execution of works, the contractor; without limiting his obligations and responsibilities under this contract, shall insure against his liability for any material or physical damage, loss or injury which may occur to any person including any employee of the owner or a member of the general public, by or employee of the owner or a member of the general public, by or arising out of the execution of the work or in carrying out of the contract. Unless otherwise stipulated elsewhere in this contract, it shall be obligatory for the contractor to obtain the insurance cover under the following policies:

- a) Contractor's all risks insurance policy to cover the following:
  - I. Entire contract value including cost of materials supplied by the owner, if any, for the period of completion including defects liability period.
  - II. Third party insurance of cover for any damages to third party. This shall be up to the period of completion of work only.

- b) Policy to cover contractor's liability under Workmen Compensation Act 1923, Minimum Wages Act 1938, Contract labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period of completion of work.
- c) Insurance cover against damage, theft, all calamities or any other loss of all materials and equipment brought to site for which advance payment is claimed limit of liability not less than the value of such materials at any stage the contract.

The contractor shall insure against all such liabilities and shall continue such insurance during the whole of the times when persons employed by him are on the works. Premium for a insurance policies shall be paid by the contractor and shall not reimbursable.

The contractor shall produce to the Engineer-in -charge all certificates insurance. These certificates shall be fully executed and shall state that the policies cannot be cancelled until after written notice of such cancellation has been given to owner.

The contractor shall obtain written certificates of similar certificates from all sub-contractors and thereby assume responsibility for any of the claims or losses to the owner resulting from failure of any of the sub-contractors to obtain adequate insurance protection in connection with their work.

#### **Failure to insure:**

If the contractor fails to comply with the terms of this condition, the owner may effect the insurance and deduct the expenses from any moneys that may be or become payable to the contractor or may, at his option, refuse payment of any certificate to the contractor until the contractor complies with this condition.

#### **No limit to liability:**

In addition to the liability imposed by law upon the contractor for injury (including death) to persons or damage to property by reason of the negligence of the contractor or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability for and agrees to save the owner harmless and indemnifies him from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the contractor, or any of his sub-contractors, or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the control of the contractor or any of the sub-contractors, or any one directly or indirectly employed by either of them, or arising in any way from the work called for by this contract.

#### **26. Site Engineer**

The contractor shall ensure continued effective supervision with the help of a qualified, experienced and competent Engineer assisted by adequate staff as ascertained by the Engineer-in-charge, for the entire duration of the works. The site engineer will be responsible for carrying out the work to the true meaning of the drawings, conditions of contract, specifications, schedule of quantities and Engineer-in-charge's instruction and directions or instructions given to him in writing shall be held to have been given to the contractor officially. Attention is called to the importance of requesting written instruction from the Engineer-in-charge before undertaking any work where Engineer-in-charge's directions or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the contractor's

cost. No staff including the Engineer and technical supervisory staff shall be transferred from the work without the written prior permission from the Engineer-in-charge. A site inspection book will be made available on site.

## **27. Work sheds**

The contractor shall provide, erect and maintain at his expense proper waterproof shed for the storage and protection of construction materials, carpentry and joinery, equipments, both his own as well as those supplied by the owner, if any, from time to time.

## **28. Site surveys**

The contractor shall establish, maintain and assume responsibility for grades, lines, levels, and benchmarks. He shall report any errors or inconsistencies regarding grades, lines levels and dimension to the Engineer-in-charge, before commencing work. Commencement of work will be regarded as the contractor's acceptance of such grades, lines, levels and dimensions and no claim will be entertained at a later date for any errors found. If at any time, any error in this respect shall appear during the progress of the work, the contractor shall, at his own expense rectify such error if so required to the satisfaction of the Engineer-in-charge.

The approval by the Engineer-in-charge of the setting out by the contractor shall not relieve the contractor of any of his responsibilities.

The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-charge.

## **29. Tolerances**

The contractor shall exercise every care to ensure that all structural members in, are plumb and true to dimensions called for on the drawings, to receive finishing, equipment and similar items. The details of the above finishing items are based upon allowing tolerance as per the most stringent requirements laid down in Engineer-in-charge's specification/Indian Standard specifications/Best trade practices. Any variations beyond this may require rectification in the structural members or may involve remaking or replacing the finishing elements, fabricated to fit into the openings or spaces, as called for on the drawings. Such rectifications shall be carried out by the contractor as directed by the Engineer-in-charge at no extra cost to the owner. In case of separate contracts, the contractor whose work does not conform to dimensions called for shall be liable for all the expenses, which may have to be incurred for rectification, or replacements as may be required by the Engineer-in-charge for the proper installation of the finishing elements. The Engineer-in-charge's decision in this respect shall be final and binding on the contractor.

## **30. Entry to site**

It is hereby expressly declared that the entry of the contractor(s) on the site will be merely as a licence for carrying out the construction of works under the agreement, and they shall not, by his/their being allowed such entry on the premises, acquire any right, lien or interest either in the works carried out by them under the agreement of anything appurtenant or attached thereto and their claim will only be in the nature of money claim found due and payable to them in accordance with the certificates issue by the Engineer-in-charge under the provisions contained



hereafter. Submit 2no's photographs, Adhaar card for temporary entry card for labour..No one will stay overnight.

### **31 Taxes**

The contractor shall include in his rates for the various items, the amount of GST, work contract tax, and any other taxes or levies legally payable on materials and equipment forming part of the works.

It shall be assumed that the rates quoted by the contractor cover for all such taxes, GST and levies and no claims on this account shall be entertained.

### **32. Notices and Fees**

The contractor shall comply with all Government Acts including any bye-laws or regulations of local authorities relating to the works, and shall give all notices and pay all fees and charges demandable by law there under and indemnify the owner against the same.

### **33. Water and Power for Construction**

The contractor shall make his own arrangements to provide, install and maintain at his cost necessary temporary services lines, dismantle and cart away same on completion of the work.

### **34. Time of Completion**

#### **a. Time –Essence of Contract**

All time limits stated in the contract documents shall be the essence of the contract. The contractor obligates himself to complete the work in all respects within the time schedule stipulated in the Agreement subject to any adjustment granted by the Engineer-in charge in writing under the conditions of the contract.

He shall submit periodic verified progress reports on the fifth and twentieth of each and every month or more frequently as called for by the Engineer-in-charge. Submission of these progress reports as called for shall be an essential condition for processing the interim bills of the contractor.

Time being the essence of the contract the contractor will adhere to time and progress chart and will give progress specified on the progress chart. In case of failure on the part of the contractor to give progress as per time, then the owner may recover by way of liquidated damages the amount calculated at the amount of short progress per day subject to the maximum amount of damages as described in the Appendix Attached hereto. This interim liquidated damages shall however, be refunded in case the entire works are completed by the target date as decided by the Engineer –in charge whose decision shall be final and binding and provided the delay in achieving target dates of this contract, did not delay or adversely affect work awarded to other agencies.

### **35. Security and Watchmen**

The contractor shall provide adequate number of watchmen to guard the site premises materials and equipment at all times at his expense.

The safe custody and up-keep till handing over is the sole responsibility of the contractor. The

contractor shall employ sufficient supervisory personnel and watchmen to ensure that the different items fabricated/supplied by him are kept in good condition till they are handed over satisfactory to the department.

The number of persons deployed, their names and details shall be intimated to the principal, keeping in mind that special precaution will be exercised because the girls hostel will be operational during the course of execution of the work.

Removal of Material and Machine equipment will not be allowed without the permission of Engineer-in-Charge/Architect.

### **36. Scaffolding, Staging, Guard Rails**

The contractor shall provide scaffolding, staging, guard rails, temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging guard rails and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps.

The entire scaffolding arrangement proposed shall be subject to the approval of the Architect. Any delay due to non-provision of safety guard's vis-à-vis non approval of Architect shall be contractor's responsibility.

### **37. Temporary Roads And Traffic Regulations**

Access shall be from the rear side road on the hostel side. A section of the plot boundary will be dismantled, a temporary gate installed for this and repaired when the work has been completed.

The contractor shall provide all necessary temporary access hard standing and the like required for the proper execution of the work.

The contractor shall ensure compliance with all traffic regulations around the site and schedule movements of his trucks and obtain necessary security permits. No claims shall be made on this account.

### **38. Coordination Of Work**

The commencement of work, and from time to time, the contractor shall confer with other contractors, persons engaged on separate contracts in connection with the work, for the purpose of the coordination and execution of the various phases of work. The contractor shall ascertain from the other contractors, sub-contractors and persons engaged on separate contracts, holes, grooves, etc. as may be required to accommodate the various services.

The contractor shall ascertain the routes of all services and the position of all floor and wall outlets, traps etc., in connection with the installation of plant, or services and arrange for the construction of work accordingly. The breaking and cutting of the completed work must not be done unless specifically authorized in writing by the contractor for civil work and no work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work. All expenses on this account shall not be paid to the civil contractor.

### **39. Billing Cycle**

#### **Payments Against Certificates:**

Unless otherwise provided in the contract and subject to these conditions, the contractor shall from time to time be entitled to receive payment on the basis of the actual work executed, approved and certified by the Architect/Engineer-in-charge based on the agreed schedule of payment as per the achievements of mile stones fixed, subject to deductions as hereinafter mentioned. The bills shall be submitted along with the Measurement sheets for Payment.

If the bill value is less than the value specified in the Appendix, such bills may not be considered.

### **40. Deductions**

From every intermediate bill a sum of five percent (5%) of the value of work done subject to the maximum amount of retention as stipulated in the Appendix shall be retained until the expiry of the defects liability period of 12 months, described elsewhere in the conditions as well as Income Tax, and works contract tax shall be deducted at source as per Income Tax Law prevailing at the time of payment. No interest shall be due to the contractor for sums retained but the owner. All intermediate payments shall be regarded as payments by way of advance against final payment only and not as payment for work actually done and completed. Intermediate payments do not imply acceptance of the work for which payment is made, acceptance and final payment being subject to all clauses of this contract. The final bill shall be submitted by the contractor within one month of the date of virtual completion of work. Half the amount of retention shall be released to the contractor after the entire work is certified as virtually complete by the Architect/Engineer-in-charge. The owner may at his option accept a Performance Bond backed by a Bank Guarantee in the form prescribed by the owner, in lieu of the money to be retained until the expiry of the defects liability period.

### **41. List Of Materials**

Within 15 days after award of work the contractor, shall submit for approval of the Architect/Engineer-in-charge a complete list of all materials and equipment he and his sub-contractors propose to use in the work, of definite brand or make, which differ in any respect from those specified, also the particular brand of any article where more than one is specified as a standard. This list shall conform to sample approval schedule in Appendix-II he shall also list items not specifically mentioned in the specifications but which are reasonably inferred and are necessary for the completion of the work.

### **42. Site Register**

The contractor shall maintain at the site a WORKS DIARY showing and accurate record of the progress of the works item wise, the number of men employed under each trade, plant and equipment at site, the weather, temperature and other aspects having a bearing on the work. The WORK DIARY shall be kept at site made ready available for inspection to the Architect/Engineer-in-charge owner whenever called for.

### **43. Weekly Progress Report**

The contractor shall submit in duplicate, on form to be approved by the Architect a weekly report, giving an accurate record of the progress of the works, the number of men employed in each trade, the weather, temperature, visitors to the site and any other events influencing the

progress of the work and together with copies of all delivery notes of material and equipment delivered.

The contractor shall impose a similar requirement on all his sub-contractors and shall incorporate such information in his own report.

#### **44 Methods Of Measurement**

For measuring all work the standard method of measurement in accordance with standards laid down by the Bureau of Indian Standards shall be adopted unless otherwise specified in the event of any dispute with regard to the mode of measurement of the work executed, the decision of the Architect shall be final and binding. All Measurement shall be recorded on Measurement Sheets & will be summated by the contractor & will be checked by the Architect / Site Engineer.

#### **45. Decisions**

The Architect/Engineer-in-charge shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Decisions, opinion, Direction of the Architect/Engineer-in-charge with respect to all or any of the following matters shall be final and without appeal.

- a) Variations or modifications of the design.
- b) The quality of works or the additions or omission or substitution of any works.
- c) Any discrepancy in the drawings or between the drawings and or specifications.
- d) The removal and/ or re-execution of any works executed by the contract.
- e) The dismissal from the work, of any persons employed thereon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under defects liability period.
- h) Materials and Workmanship.
- i) The Contractor to provide everything necessary for the proper execution of the work.
- j) Assignment and sub-letting.
- k) Termination of the Contract by the Owner.

#### **46. Bureau Of Indian Standards**

A reference made to any Indian Standard Specifications in these documents, shall imply reference to the latest version of that standard, including such revisions/amendments as may be issued by the Indian Standards Institutions during the currency of the contract and the corresponding clauses therein shall hold valid in place of those referred to.

#### **47. Cleaning Of Site**

The contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site from time to time as it necessary and as directed. On completion, the contractor shall ensure that the premises and/ or site are cleaned, surplus materials, debris, shed etc. moved within 3 days from completion of work and before payment of the bill, so that the whole is left fit for immediate occupation or use and to the satisfaction of the Architect/ Site-in-charge.

#### **48. Prior To Handing Over**

On completion of the work, the site of work shall be thoroughly cleaned and all debris removed

before the work is handed over satisfactorily

The contractor shall provide all materials and/or fittings and perform any work which is obviously necessary to complete the work or which is generally provided in accordance with "Good accepted trade practice" even though such materials of work may not be explicitly mentioned in the specification or shown in the drawings.

#### **49. Settlement Of Disputes**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion, and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Architect/Engineer-in-charge after hearing the disputing parties. The Architect/Engineer-in-charge shall state his decisions with reasons therefore. Such decisions may be in the form of the final certificate or otherwise. The decisions of the Architect/Engineer-in-charge with respect to any or all of the following matters shall be final and without appeal.

- a) The Variation or modifications of the design.
- b) The quality of works or the addition or omission or substitution of any work.
- c) Any discrepancy in the Drawings and/or Specifications.
- d) The removal and/or-re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under defects liability period.
- h) Acceptability of materials, equipment and workmanship.
- i) Materials, labour, tools, equipment and workmanship necessary for the proper execution of work.
- j) Assignment and sub-letting.
- k) Delay and extension of work.
- l) Termination of contract by the Owner.

But if either the Owner or the Contractor be dissatisfied with the decision of the Architect/Engineer-in-charge on any matter, question or dispute of any kind except the matters listed, then and in any such case, either party (the Owner or the Contractor) may within twenty eight days after receiving notice to such decision, give a written notice to the other party through the Architect/Engineer-in-charge requiring that such matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of a single Arbitrator being a fellow of the Indian Institute of Architect's or Institution of Engineers (India) to be agreed upon and appointed by both parties on in the case of disagreement as to the appointment of a single Arbitrator to the arbitration of two Arbitrators, both being fellows of the Indian Institute of Architects or Institution of Engineer (India), one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden or reference appoint an Umpire, who must also be a Fellow of one of the above referred Institution.

The Arbitrator, the Arbitrators or the Umpire shall have the power to open up, review and revise any certificate, opinion, decision, requisition or notice pertaining to the matters referred to them, and to determine the same by his/their award. Upon every or any such reference the cost of an incidental to the reference and award respectively shall be at the discretion of the Arbitrator or Arbitrators or Umpire who may determine the amount thereof, or direct the same to be taxed as between Attorney and Client or as between party and party, and shall direct by

who and to whom and in what manner the same shall be borne and paid. The award of the Arbitrator or Arbitrators or the Umpire shall be final and binding on the parties.

## **50. CIVIL WORKS**

**Makes of the following materials shall be as follows:**

i) Water proofing compound : CICO/STP/Faimate

**51** Samples required for testing before use and also the samples of materials bearing standard mark, if required for testing shall be provided by the contractor. All other incidental expenditure to be incurred for testing of samples i.e. packaging, sealing, transportation, loading, unloading etc, including testing charges for conducting tests if any shall be boned by the contractor. However, the testing charges actually paid to the testing lab, shall be reimbursed to the actually paid to the testing lab, shall be reimbursed to the contractor only on producing the original receipts. If test result of any sample/material is not found as per requirement, the relevant testing charges will not be reimbursed to the contractor.

**52** Watch and ward of the materials at site will be the responsibility of the contractor till full testing of all the fittings are completed and handed over to the department in full and nothing extra will be paid on this account.

**53** The contractor or his authorized representative will have to sign the site order books and comply with the remarks therein.

**54**All other materials to be used on the work shall be of reputed makes/ISI marked, as per the samples approved by the Engineer-in-charge.

**55** Contractor will fully co-operate with the other agencies operating on this work.

## **SPECIAL CONDITIONS OF CONTRACT**

1. Whereas the specifications and conditions in the enclosed documents are explicit in content, in case of any variance the following conditions shall prevail.
2. The Contractor is expected to understand and assess his scope of work correctly and completely after studying the site conditions and the drawings in the office of architects. The contractor shall cross-examine all the quantities given in the BOQ by Architect/Engineer-in-charge. If the contractor wishes to have any clarification on drawings/specifications, which in contractor's opinion may have, cost and time repercussions, the contractor shall seek the information from the Architect/Engineer-in-charge before bidding.
3. The contractor is expected to have a team of professionals who are have experience in handling such works and will be in position to understand the scope of the Heritage Conservation works as well as Design intent of Architects and the principles of conservation for heritage structures and sites.
4. The work will be carried out in a phased manner, which will be decided by the principal and the conservation architect in charge and instructions will be issued to the contractor with regards to the location and sequence.
5. The nature of the job is of restoration and no damage will be caused to the sound sections of the historic fabric during the course of work. The architect will carry out joint inspections along with the clerk of works duly appointed by the principal **Lady Irwin College** and the Architect. These will be recorded as shop drawings by the contractor, written instructions, by the architect for the process, exact extent and location of each component of the repair work will be issued which shall be complied with.
6. Utmost caution to be exercised to ensure that the areas adjacent to the section where work is being executed are not damaged. All rates quoted should be inclusive of is protection and masking of the sections likely to be damaged.
7. All materials used for restoration will have to match as close as possible to the original in terms of composition, strength, porosity, colour and texture method of application. Samples of the restoration material of appropriate size will have to be approved prior to application. Apply sample patches of requisite sizes to sections to determine its compatibility and final appearance. Allow for a period of two weeks for the render to attain its final finish prior to assessing its match to the original. In some cases multiple samples may have to be applied till the desired result is obtained. Where use of substitutes is agreed samples of the same will also need to be approved. The cost of laboratory analysis of the historic material to determine its constituents and their proportion will have to be included in the cost of the item quoted.
8. As far as possible when sections have been dismantled and partial replacement masonry has to be undertaken the material on the visible sections must be the original and the

replaced sections in the core may be the ones replaced with matching new elements of material.

- 9.** Quantities of each item of work are based on visual inspection of the state of the building these may vary on detail inspection. The exact location of the damaged sections will be determined jointly as stated in condition no 5. Final quantities of each item of work undertaken will be submitted once every fortnight and the same shall be verified and recorded in measurement book by the clerk of works and endorsed by the architect.
- 10.** During the process of restoration if any repair method specified if found to be inappropriate based on samples put up on site by the contractor the architect will have the right to modify the process or material as the situation will demand. The cost of making samples for each of the repair type is to be included in the rates quoted.
- 11.** The drawings given along with the Tenders may be revised, amended or substantiated by several other details, techniques and drawings in conformity with the Conservation and Design intent of the Architect. No extra claims will be admissible on this account and this would not amount to variation in contract value.
- 12.** All the samples and mock ups of various items to be executed as called for by the Architect and the specified materials to be used particularly for items which affect the finishing of the works to be executed shall be approved by the Architect.
- 13.** The Architect will supervise all work done by the contractor and the contractor must satisfy the Architect regarding the quality of the material used. Quality of workmanship and the quality of the finished work and the final finished work will also have to be cleared by the Project Architect.
- 14.** Architect will administer and interpret the contract only.
- 15.** The contractor shall submit all material approval forms; check lists, inspection cards, periodical reports regarding quality assurance and progress control required by the Architect.
- 16.** It is the contractor's responsibilities to get the completion certificate from local concerned/Municipal Authorities after submitting a set of completion drawings and papers as required by them.
- 17.** All precautionary measures shall be taken for existing adjacent buildings at the time of repair/ demolition.
- 18.** All necessary connections towards, Sewers, Electrical, Gas, Cables, Water supply etc. shall be responsibility of the contractor.
- 19.** In addition to the above all conditions of contract as defined in the CPWD manual shall be applicable for the project.



## **GENERAL CONDITIONS OF CONTRACT:**

The specifications generally applicable to this work shall be as per C.P.W.D. Specifications for electrical works in India except as otherwise specified in the description of items given in the Schedule of Quantities or in the General and Technical Specifications will override the C.P.W.D specifications. The requirements of these specifications will be fulfilled by the contractor within the tendered rates and without any extra charge. The item rates quoted will be deemed to have taken these specifications into account.

1. If any minor alterations are found necessary, the contractor shall do the same within 50% of variation-tendered rates.
2. The work shall be carried out in the best workmanlike manner and any defect in the work or changes in the design etc., if pointed out shall be carried out by the contractor within the tendered rates.
3. The contractor shall employ adequate and competent labour to complete the work within the stipulated time and make his own arrangements for housing labour and storage of materials etc. A full time Electrical Supervisor/Engineer shall be employed by the contractor who will remain at site of work to receive orders or any other instructions from the Architects/Engineer-in-charge.
4. Any materials supplied by the Employers, if damaged in any way during cartage by the contractor or execution of work or otherwise, shall be made good by the contractor at his own cost.
5. During the progress of work, completed portions of the buildings may be occupied and put to use by the owner but contractor will remain fully responsible for maintenance of the electrical installations till the entire work covered by this contract is satisfactorily completed by him and taken over by the Architects/Engineer-in-charge.
6. The contractor shall obtain for himself, on his own responsibility and at his own expense, all the information which may be necessary for the purpose of tendering and for entering into a contract, and must inspect the site, examine and study the specifications, drawings and the design of the electrical installations, the building plans etc. The contractor shall also make local and independent inquiries, if required.
7. All tender rates will include the cost of materials, erection, connections, labour, supervisions, tools plant, transport, all taxes, contingencies, breakage, wastage, sundries, scaffolding and maintenance of installation for one year i.e. they should be for an item complete in all respects.
8. The contractor, while executing the work, shall conform to the provisions of Government Acts relating to the work and to the regulations and Bye laws to the local authorities, and of the company to whose system of supply the installation is proposed to be connected. The contractor shall give all notices, required by the Acts, Regulations or Bye-Laws. He will also undertake to provide test certificates and drawings as required and will make necessary arrangements to procure the electricity supply. The contractor shall also obtain all approvals for the items of work done under this contract from the appropriate authorities. All inspection fees or submission fees paid by the contractor will be reimbursed by the owner against valid official receipts. Contractor shall possess a valid electrical contractor's license

issued by the inspectorate of the local government. Same conditions are applicable for Plumbing works.

9. Samples of materials and fabrication drawings will be submitted by the contractor according to the schedule specification. Any deviation from the schedule/specifications must have the written consent of the Architects/Engineer-in-charge. No approval given by the Architect/Engineer-in-charge to any samples or drawings submitted by the contractor shall in any way exonerate the contractor from his liability to carry out the work in accordance with the terms of contract.

## **12. DRAWINGS**

### **a) Shop Drawings:**

The contractor will submit four sets of shop drawings for all panels (and list of operations for DG and associated panels) and other fabricated items which must contain details of general arrangement drawings with dimensions, clearances, loading details. All boxes shall have ample space at the back and on the sils, foundations details, LV cable box details etc. with required copies. Minimum three sets of test certificates shall also be furnished by the tenderer. These drawings and other literature shall be submitted in advance for approval.

### **b) Completion Drawings**

The contractor shall submit one complete set of original tracings and further two copies of final existing layout drawings to the Architect/Engineer-in-charge after completion of the work. No completion drawings are submitted. The drawings will be prepared and submitted by the contractor without extra charge.

## **13. Progress and time of Completion**

- (a) The work will commence immediately after the contractor receives instructions to proceed.
- (b) The contractor will work in co-operation with the building contractor and other contractors and shall arrange to place his conduits in the masonry and concrete work as the building or other work proceeds. Any hold up of the building or other work because of delay in laying of conduits or otherwise, shall be the responsibility for the electrical contractor and will make him liable for damages if any, by the employers.
- (c) The contractor shall consult the Architect/Engineer-in-charge and draw up a time schedule on commencement of the work. This time schedule shall be strictly adhered to.

## **14. Completion Tests**

On completion of insulations the following tests shall be carried out"

- (a) Polarity Test of Switch
- (b) Earth Continuity Test

## **15. Maintenance**

The completed installation inclusive of wiring, light fittings and fans (where supplied by the contractor) shall not be finally taken over and acceptance certificate issued to the contractor until the expiry of the defects liability period. During this period the contractor shall be liable for

- A. The replacement of any defects that may develop in goods of his own manufacture or supplied by him.
- B. The rectifications of all the defects arising out of defective workmanship of the contractor.
- C. Pointing of defects by Architect/Engineer-in-charge of materials supplied by the owner. The owner shall provide replacement of such material. Until the installation is finally taken over, the contractor shall have the right of entry to the premises, at his own risk and expense, for maintaining the installation in proper order. To facilitate maintenance the contractor should clearly indicate the detailed distribution diagram on every switchgear, distribution board, sub distribution board and main board and three copies of which be given to the owner..

**17. Coordination with other agencies**

The contractor shall coordinate with other agencies and ensure that following provisions are made:

- i) Cut outs for risers, trenches etc.
- ii) proper space for DBs and all switchboards.
- iii) Recess required for fitting in the slab/false ceiling.

## **APPENDIX – I**

### **SCHEDULE OF FISCAL ASPECTS**

1. Possession of site:	Immediately on award of work
2. Time of completion:	2 (Two) Months from the date of award of work for Transformer Construction.
3. Liquidated damages per day:	Rs. 25,000/- (Rupees Twenty Five Thousand) per day inclusive of Sunday & Holiday limited to 5% of the contract amount.
4. Minimum interval between: Submission of interim bills.	1 Month
5. Maximum period for payment:	Within 30 (Thirty) days from the date the certificate of payment is issued by the Architect
6. Retention Money on interim bills:	5% (Five percent) of the gross amount of running / interim bills till the sum along with sum already deposited as earnest money will amount to security deposit of maximum of 5% of the tendered value of the work. Bank guarantee will not be accepted as security deposit.
7. Period of submitting final bills:	Within 30 (Thirty) days of physical completion of Work.
8. Release of retention money:	a) Half the retention amount within one month from the date of physical completion certificate b) Balance after 12 (Twelve) month from the Date of physical completion certificate and after discharge of defects liability.
9. Defects Liability Period:	12 months from the date of physical completion of works.

## APPENDIX II FOR SAMPLES

Major items of work for which samples shall be produced by the Contractor for approval by the Architect.

### PARTICULARS OF ITEM

### DETAILS OF SAMPLE

1. Multiple layers of waterproofing	:	Number of samples as desires 150cmx150cm
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