NOTICE INVITING TENDER

DESHBANDHU COLLEGE UNIVERSITY OF DELHI, KALKAJI, NEW DELHI-110019

09.10.2023

Deshbandhu College, a constituent college of Delhi University, situated at Kalkaji, South Delhi invites **Online Tender on two bid system** (Technical and Financial) for "**Proposed Boundary wall Work**" from reputed and specialized contractors, who have worked for either of the following government organisations-PWD, MCD, NDMC, IIT or Delhi University College or any other PSU's/Government Organization. The contractor should have experience in execution of Civil and finishing works, all complete, as per specifications contained in the tender document.

Tender documents may be downloaded from Deshbandhu College website: www.deshbandhucollege.ac.in/ (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule mentioned below.

Schedule

Published Date : As per the portal

Bid Document Download Start Date : As per the portal

Bid Submission Start Date : As per the portal

Bid Submission End Date : As per the portal

Bid Opening Date : As per the portal

Estimated Cost of Tender : 22.00 Lacs

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| 3. QUOTATION BASED ON Item Rate or Per Rmt rate for the works mentioned in the tender. 4. TOTAL TENDER AMOUNT As per financial bid. 5. DATE OF COMMENCEMENT Within 7 days from the award of PERIOD contract. 6. PERIOD OF COMPLETION 60 days 7. EARNEST MONEY Rs. 1,10,000/- (Rupees One Lakh Ten Thousand Only) 8. LIQUIDATED DAMAGES BEYOND SCHEDULE DATE OF COMPLETION RS. Five Thousand per week to the maximum of 10% of the contract amount. 9. INTERIM PAYMENT Rs. 6,00,000/- (Rs. Six Lakhs) 10. RETENTION MONEY 10% of the value of work done. 11. INCOME TAX DEDUCTION As per prevailing rates from each bill. 12. TAX DEDUCTED AT SOURCE (TDS) Deducted and deposited by college. 13. LABOUR CESS Deducted and deposited by college. 14. DEFECTS LIABILITY PERIOD Six months after Consultant Architect's certificate issued for payment. 15. HONOURING CERTIFICATE PERIOD Ten days after Consultant Architect's certificate issued for payment. 16. SPECIFICATIONS CPWD Specifications (Latest with up to date Correction slips) shall be followed. 17. PERIOD OF FINAL MEASUREMENT Within one month after completion of work and submission of bill | 1. | ESTIMATED COST OF WORK | Rs. 22,00,000/- |
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1. Tender Fee & Earnest Money Deposit (EMD):

Tender Fee : Rs. 2,000/- in form of Demand Draft payable in favour of *Principal*,

Deshbandhu College, Kalkaji, New Delhi – 110019

Tender EMD : Rs. 1,10,000/- in form of Demand Draft payable in favour of *Principal*,

(Earnest Money Deshbandhu College, Kalkaji, New Delhi – 110019

Deposit)

<u>Tender Fee, Earnest money and other required documents must be submitted</u> to The Principal, Deshbandhu College, Kalkaji, New Delhi-110019 **on or before bid opening date/time** as mentioned in schedule.

For site visit, please contact Mr. Prempal

Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. and hard copy of all necessary documents against the submitted bid. The **Demand Draft** attached/submitted for **tender fee** shall be **non-refundable**.

The **Bank Guarantee** should be valid for the period of **12 Months** from the **date of opening of the tender**. Bid without a valid EMD will be rejected outright.

- a. Tender Fee of Rs 2,000/- and EMD of Rs 1,10,000/- (5% of Tender Value) will be compulsory and there will be no exception.
- b. EMDs of remaining Bidders, except of the first Bidder (L1) shall be returned within a period of 15 (Fifteen) days after finalization of order.
- c. The EMD of the first lowest Bidder (successful bidder) shall be retained and will be returned after the submission of Security Deposit of the Performance Bank Guarantee.
- d. No Interest shall be paid on EMD.
- e. Bank Guarantee of 10 % of tender value will have to be deposited by the First Lowest Bidder (Successful Bidder) within the stipulated period.
- f. EMD shall be forfeited, in any of the following cases:
 - a. The Bidder withdraws its Proposal after the Proposal Due Date.
 - b. The Successful Bidder fails to accept LOA within the stipulated period.
 - c. The Successful Bidder fails to submit the Performance Bank Guarantee within the stipulated period and sign the Agreement.
- 2. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Bidders/Vendors are advised to follow the instructions provided in the 'Instructions for
- 3. Online Bid Submission' for the e-submission of the bids online through the Central Public Procurement Portal.
- 4. The tender must be valid for acceptance for a period of 120 days from the date of opening of the bids.
- 5. All Prices quoted in the tender must be inclusive of GST and all taxes.
- 6. The College reserves the right to accept or reject or cancel any tender or relax any part of the tender offer, without assigning any reason thereof.
- 7. The College reserve the right to award the work to the First Lowest Bidder (Successful Bidder) for the scope of the entire tender or an item wise basis.
- 8. The Rate contract shall remain valid for 1 Year from the date of signing of contract. However, this may be extended for the period approved by the college.
- 9. Bids will be opened as per date/time as mentioned in the Tender Schedule.
- 10. The Contractor should see the existing site and apprise themselves of all site conditions and complete scope of work.
- 11. In case of delay in completion of the work as per the time specified, the college reserves right to impose penalty as per the college authority observation.

Deshbandhu College, New Delhi-110019

Documents to be submitted by the Bidders:

Submission of Tender

The tender shall be submitted online in two parts (Technical Bid and Financial Bid).

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid:

- i. Signed and scanned copy of EMD payment.
- ii. PAN No. & GST Certificate.
- iii. ITR last 3 years

Note:

- i. If the bid is incomplete and / or non-responsive it will be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So, the bidders are requested to ensure that they provide all necessary details in the submitted bids.
- ii. If any price details are found in the Technical Bid, the offer will be summarily rejected.

Performance Security:

The Successful Bidder shall, for due and faithful performance of its obligations under the Tender Document provide to Deshbandhu College.

- a) A Performance Bank Guarantee equivalent to 10% of the Total Value of the Contract valid for a period of 12 months.
- b) The Performance Bank Guarantee shall be from any Scheduled Bank in favour of Principal, Deshbandhu College, payable at New Delhi.
- c) The Performance Bank Guarantee shall be provided by the Successful Bidder within 30 (thirty) days from the issuance of work order by Deshbandhu College. EMD shall remain in full force and effect; till the time the Performance Security is submitted by the Successful Bidder.
- d) Failure of the Successful Bidder to provide the Performance Bank Guarantee within 30 (thirty) days shall entitle Deshbandhu College to withdraw the work order and the EMD will be forfeited. Further, the Successful Bidder may be debarred from participating in any other tenders of Deshbandhu College at the discretion of the college.

Important Steps in Two-Bid System:

The technical bids are to be opened at the first instance and evaluated by a competent committee or authority. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract. Clarifications may be asked on technical/commercial aspect before placing the order. The EMD would be returned to unsuccessful bidder(s) within 4 weeks of finalization of order. For successful bidder, the EMD will be considered towards security deposit/performance guarantee and shall be refunded after one year of successful completion of work.

Scope of work:

As per attached specification and BOQ.

Period of Contract/Delivery:

The contract would be for 60 (Sixty) Days from the effective date of contract and extendable only on the discretion of Deshbandhu College. Date of commencement shall be reckoned from 7th Day of Award of Work. Please note that Contract can be cancelled unilaterally by Deshbandhu College in case services are not received as per quality and standard/T&Cs specified in the Tender and agreement will be applicable within the contracted period. The Deshbandhu College reserves the right to exercise the option clause and repeat order clause if applicable as the case may be.

Standard conditions of Tender

- i. Tenderers are strongly advised to visit the site & go through all the drawings and documents in connection with contract very carefully. The Contractor should also see the existing site and apprise themselves of all the site conditions, with regards to the complete work as per BOQ. The complete works are required to be studied in detail and carried out as per the BOQ and in consultation with the Architect and after due approval of the Principal.
- ii. The Works must be completed to the satisfaction of the owner/Architect within the specified time.
- iii. All tenderers are expected before quoting their rates to inspect the site of the proposed work, they are also advised to inspect and examine the and its surroundings and satisfy themselves before submitting tenders, as to the nature of existing site condition ,the form and the nature of existing structure at site, the means of access to the site , the accommodations they may require including that required for labour and in general shall themselves obtain all necessary information as to risks, Contingencies and other circumstances which may influence or effect their tenders. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not no extra charge consequent to any misunderstanding or otherwise shall be approved.
- iv. Every tenderer should inspect the source of materials, their quality and availability. The materials must strictly comply with the relevant specifications. Sample of materials as required by the owner/ Architect in all cases shall be submitted for its approval before the supply to the site of work before begins. In absence of any specifications of any material or workmanship the same shall have to be to the entire satisfaction of the owner. He must go through all the drawings specifications and tender documents. Any further clarification required in the drawings and documents can be had from the office of Architect.
- v. The Contractor's rate must include the cost of all the materials, transportation of material to the site inclusive of GST applicable, and also inclusive of insurance and duties and fixing or

placing in position at all heights and depths in the building for which item of works is intended. The rates shall also include the cost of insurance of all types such as relating to the project, adjoining properties and the persons involved and specially the earthquake. It should be clearly understood that claim for any extra GST, erection and hire of T&P sheds for materials, loss of materials/theft, claims due to fire, theft, flood, earthquake, lightening, burglary, civil commotion shall not be entertained in any case whatsoever, once the tender is accepted. The successful contractor will be required to arrange for all facilities/utilities like water, power, shelter for labour, godown for materials, watch and ward etc. at his own cost. No increase in quoted rates once accepted by the owner shall be entertained under any circumstances.

- vi. Water shall be arranged by the Owner at one point. The distribution and laying of pipes will be the responsibility of the contractor at his own cost. Plumbing and distribution will be his own, and no extra shall be payable to the contractor including the cost of testing of water from laboratories.
- vii. Electricity connection required for construction shall be arranged by owner at one point. All cabling, equipment's, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions as per the central/ State Electricity Acts and Rules.
- viii. The Owner reserve the right to make any alteration, addition or deletion or may completely omit any item and may get any item executed from any other agency. The contractor has to coordinate with any agency employed by the owner and shall have no objection on this account and shall not claim the anticipated profit on such items.
- ix. All works shall be carried out in accordance with the CPWD specifications, general conditions, drawings, bills of quantities and other contract documents. Specifications for works not covered in the documents shall be as per the latest Indian Standard Specifications pertaining to such item of works and in case of specifications not available in IS codes, current CPWD specifications shall be applicable and will hold good. In case of any disputes, contradictions and ambiguities anywhere in the contract, the decision of the Owner/Architect shall be final, binding and conclusive.
- x. The contractor to whom the work will be awarded will have to get an insurance policy for an amount equivalent to the contract value, without any extra charge to the Owner. The insurance policy must cover all other accidents such as earthquake, fire, untoward happening and contingencies including damages to i) labour/any person ii) any other property at site and adjoining properties iii) in connection with the performance of the contract. The insurance policy shall be deposited with the owner as the first beneficiary. The contractor shall keep the owner indemnified against all sorts of damage/liabilities / litigations on this account. The contractor shall not sublet any work without the permission of the Owner.
- xi. Time Schedule: A construction schedule (weekly) of execution of the work will be prepared by the contractor and the same shall be got approved from Architect in consultation with the Owner.
- xii. Bidder should provide valid PAN no. & GST no.
- xiii. Quotation in terms of incomplete status, late submission and insufficient EMD will be cancelled.

- xiv. Details of installation, commissioning and training of the equipment must be specified (if applicable).
- xv. On-site service support of instrument after sales and warranty should be provided. AMC charge should be mentioned clearly if applicable.
- xvi. Quotation validity should be at least for 120 days.

Important Notice:

- 1. An incomplete and /or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
- 2. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from http://www.deshbandhucollege.ac.in and CPPP site https://eprocure.gov.in/eprocure/appas per the schedule.
- 3. Manual bids shall not be accepted.
- 4. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.
- 5. Tenderer/Contractor are advised to follow the instructions provided in the Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.
- 6. Tenderer who has downloaded the tender from the Deshbandhu Collegehttp://www.deshbandhucollege.ac.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Deshbandhu College.

SPECIFICATIONS AND SPECIAL CONDITIONS

- 1. The following specifications shall be followed for execution of the work
 - a) As per CPWD specifications 1997 Vol. I to VII with up-to- date correction slips or latest CPWD specifications.
 - b) Bye-Laws of Local Authority
 - c) Relevant ISI standard for works not covered by above.
 - In case building materials bearing ISI certifications marks are not available in the market, the quality of materials brought by the contractors shall be judged by the relevant Indian Standard Specifications, if available. In case of dispute as to the interpretation of the specifications, the decision of the Architect / Owner shall be final and binding on the Contractor.
- 2. <u>WORK CONDITION</u> The work condition in a running DU College is an important feature of this Contract, wherein the Contractor is supposed to cordon off the area of work with proper and aesthetic barricading with signage so that the functioning of the College does not, in way, get affected.
 - The contractor shall maintain in good conditions all the works executed till the completion and hand over of the entire work allotted to the contractor.
- 3. <u>WORK PROGRESS</u>-The contractor shall progress on the different items of work simultaneously as far as possible so that minimum breakage and repairs are involved. The entire work shall be handed over in a satisfactory and finished state.
- 4. <u>PROCUREMENT OF SAMPLES</u>- Except the materials proposed to be supplied by the Owner, the contractor shall have to produce samples of all building materials, finishing items and fittings sufficiently in advance and obtain approval of the Owner. All the materials and fittings used in the actual execution of the work shall strictly conform to the quality of samples approved. The sample approved shall be kept in the site office of the Owner and any work done with materials and fittings of unapproved quality will be liable to be rejected.
- 5. COMPRESSION STRENGTH TEST OF CONCRETE In case of concrete and reinforced concrete work the contractor shall be required to make arrangements for carrying out compression strength tests at his own cost. Concrete cubes shall be tested from renowned laboratory and the report shall be submitted to the Owner without any extra charges. The testing of materials and C.C. Cubes shall be done according, to the procedure laid down in CPWD specifications 1997 Vol. I to VII with up-to-date correction slips or latest specifications or relevant IS code. In case the results of the tested materials shall be found unsatisfactory the decision of the Architect shall be final whether to accept the same at reduced rate or reject the work done altogether without any payment. The decision of the Architect / Owner will be binding on the contractor and he will not be absolved of the responsibility of the soundness of structure so constructed by him in any circumstances.
- 6. <u>EQUIPMENT / INSTRUMENT</u> The contractor shall also have the full arrangement at his own cost for Theo-dolite, dumpy levels, mixers, weigh batchers, vibrators, hoists, tower crane etc., and engineering staff for site work.

- AMMENDMENTS IN DRAWINGS If there are any amendments in the Architectural, structural
 drawings or electrical drawings the contractor shall follow the latest corrected drawings as per
 instructions and carry out the work as per agreement without claiming any extra charges for the
 change.
- 8. MATERIALS SUPPLIED BY THE OWNER RESPONSIBILITY It shall be clearly understood that the Owner takes no responsibility in the event the materials to be issued by the Owner are not available, due to reason beyond the control of the Owner, the contractor shall not be paid any compensation for the idle labour or for establishment or for any other reason of whatsoever nature.
- 9. <u>WATER AND ELECTRICITY FOR CONSTRUCTION</u> Water good for construction and electricity required for the construction of whole project shall be arranged by the owner at one point. The contractor shall ensure that the water made available for construction satisfies the ISI norms for water to be used for construction.
- 10. <u>ARCHITECTS INSTRUCTIONS</u> The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Architects and the Owner. The Architect may from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as 'Architects instructions' in regard to:
 - a. The variation or modification of the design, quality or quantity of work.
 - b. Any discrepancy in the Drawings or between the schedules of quantities and / or drawing and / or specifications.
 - c. The removal from the site of any materials brought there on by the contractor and the substitution of any other materials thereof.
 - 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 defect to the satisfaction of Architect.
 - h. Provided that any substitution of item of work involving revision of rate will be intimated under the signature of the Owner.

The contractor shall forth with comply with and duly execute any work comprised in such Architects instructions provided always that verbal instructions, directions, and explanations given to the contractor or his representative upon the work by Architect / Owner shall, if involving a variation, be confirmed in writing by the contractor or his representative within seven days to Architect with a copy to the Owner and if not dissented from in writing within reasonable period by the Owners shall be deemed to be Architect's instructions within the

scope of this contract. Contractor shall send to the clerk of work copies of such correspondence with the Architects / Owner.

If compliance with the Architects instructions as aforesaid involves additional work and / or loss beyond that contemplated by the contract then unless the same were issued owing to some breach of this contract by the contractor, the Owner shall pay to the contractor the price of the said work (as an extra to be valued as here in after provided) and / or expenses and / or loss if agreed upon by Owner in writing.

- 11. THE CONTRACTOR TO PROVIDE EVERY THING NECESSARY The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities (BOQ) and specifications and general instructions to the contractor whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. In case the contractor finds any discrepancy in the drawings or between the drawings and schedule of quantities, specifications and general instructions, the contractor shall immediately refer the discrepancy to the Architects in writing. The Architect will decide, in consultations, with the Owner, and then will communicate final decision in the matter.
- 12. <u>STATUTORY OBLIGATION NOTICES FEES & CHARGES</u> The contractor shall conform to the provision of any act of the legislature relating to the works, and to the Regulations and Bye-Law of Municipality and any authority for water, electricity and other companies and / or Authorities with whose system the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming give to the Owner written notice specifying the variation proposed to be made and the reason for making it and apply for instructions thereon.

In case the contractor does not receive within ten days any instructions, shall proceed with the work confirming to the provisions, regulations, or Bye-laws in question.

- 13. <u>ROYALTIES</u> -The contractor shall bring to the attention of the Architects /Owner all notice required by the said acts, regulations or Bye-Laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the work and lodge the receipts with the Owner.
- 14. PATENT RIGHTS -The contractor shall indemnify the Owner against the claims in respect of patent rights, and defend all actions arising from such claims, and shall themselves pay all royalties, license fees, damages post and charges of all and every sort that may be legally incurred in respect thereof. If the contractor does not pay any such claims within ten days of its demand as envisaged in terms of indemnity by the Owner, the Owner shall be within its right to recover the amount of any claim on this account from the claims of the contractor and pass on the same to the concerned authority.
- 15. <u>SETTING OUT WORKS</u> The contractor shall set out the works and shall be responsible for the true perfect setting out of the same and for correctness of all the positions, levels dimensions and alignments of all parts thereof. If at any time any error in this respect appears during the progress of the works the contractor shall at his own expenses rectify such error so required to the satisfaction of the Architects without charging extra cost. The Owner shall have the powers

- to recover the cost of issued materials which have gone waste due to such dismantling, from the amount due to the contractor. The decision of the Owner shall be final and binding.
- 16. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION All materials shall be procured by the contractor to complete the work as per specifications and in accordance with the Architects instructions. The contractor shall upon the request of the Architects furnish them with all invoices, accounts, receipts, and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of any materials which the Architect / Owner may require.
- 17. CONTRACTORS SUPERINTENDENCE & REPRESENTATIVE ON THE WORK—The contractor shall give all necessary personal superintendence during the execution of the work, and as long thereafter as the Architects / Owner may consider necessary until the expiration of the "Defects liability period" stated in the appendix hereto. The contractor shall also during the whole time the works are in progress employ at least one competent qualified civil engineer as his representative who shall be constantly in attendance at the site while the men are at work. Any directions, explanations, instructions, or notice given by the Architects / Owner to such representative shall be deemed to have been given to the contractor.

As regards qualifications of the qualified Engineer, it is hereby agreed that the person shall be either degree holder with minimum Five years' experience or diploma holder with minimum Eight years' experience.

In case the contractor at any time fails to employ engineer in terms of this clause the Owner shall be entitled to recover compensation of Rs. 40,000/- per month for the relevant period.

- 18. <u>DISMISSAL OF WORKMEN</u> The contractor shall if so required either by the Architects or by Owner immediately dismiss from the works any person employed thereon by him, who may in the opinion of the Architects or of the Owner, be incompetent or misconduct himself, and such person shall not be employed again on the works without the permission of the Architects or the Owner. The contractor shall not enter into any correspondence for stating the reason for dismissal of workmen as the case may be.
- 19. ACCESS FOR ARCHITECTS TO WORK The items / materials other than the standard make shall be fabricated at site only. The Owner and its representative and the Architect and its representative shall at all reasonable times have free access to the works and / or to the workshops, factories, or other places where materials are lying or from which they are being obtained and the contractor shall give every facility to the Architect / Owner and its representative for necessary inspection and examination and test of the materials and workmanship. Any other person not authorized by the Owner or by the Architects except the representatives of public authorities shall not be allowed on the works at any time. All the woodwork & steelwork etc. will be done at the site of Owner.
- 20. <u>ASSIGNMENT AND SUB-LETTING</u> The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign, or sublet the contract or any part there-of interest therein to any other party/ person without the written consent of the Owner and no undertaking whatsoever will relieve the contractor from the full and entire responsibility of the contractor from active superintendence of the works during its progress.

- 21. <u>DEFECTS & DEFECTS LIABILITY PERIOD</u>-Any defect, shrinkage, settlement or other faults which may appear within the defects liability period stated in the appendix hereto or if none stated, then within six months after the actual completion of the works arising in the opinion of the Architects / Owner from materials or workmanship not in accordance with the contract shall upon the directions in writing by the Architect / Owner and within such reasonable time as shall be specified therein be amended and made good by the contractor at his cost and in case of default the Owner may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from them by the Owner and shall be deducted by the Owner from any money due to or that may become due to the contractor, or the Owner may in line of such amending and making good by the contractor from any money due to the contractor a sum to be determined by Architect, equivalent to the cost of such work and in the event of such amount being in-sufficient, recover the balance from the contractor, together with any expenses the Owner may have incurred in connection therewith. Should any defective work have been done or materials supplied by any subcontractors employed on the works who have been nominated or approved by the Owner or the Architects as provided in relevant clause, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor had been subject to provisions of this clause, the contractor shall remain liable under the provisions of this clause not with-standing the signing by the Architects of any certificates or the passing of any accounts.
- 22. <u>CERTIFICATE OF VIRTUAL COMPLETION</u> The works shall not be considered as completed until the Architect with a written consent of the owner have certified so in writing, and defects liability period shall commence from the date of such certificate of completion.
- 23. INSURANCE IN RESPECT OF DAMAGE OF PERSONS AND PROPERTY The contractor shall be responsible for all injury to any persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect or default of himself or his employees or agents or any nominated subcontractors employees or agent whether such injury or damage arises from carelessness, accident, earthquake or any other cause whatever in any way connected with the carrying out this contract. This clause shall be held to include, interalias, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings, and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Owner and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of Government or otherwise and also in respect of any award or compensation or damages consequent upon such claim. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the Owner against all claims which may be made against the Owner by its employees or by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at their own expenses arrange to effect and maintain until the virtual completion of the contract, with

an approved office a policy of insurance in joint names of the Owner and the contractor against such risks and deposit such policy or policies with the Owner from time to time during the currency of this contract. The contractor shall similarly indemnify the Owner against all claims which may be made upon the Owner whether under the workmen's compensation act or any other stature in force during the currency of this contract or at common law in respect of any employees of the contractor or any solar contractors and shall at his own expense effect and maintain. Until completion or the contract, a policy or insurance in the joint names or the Owner and the contractor against such risks and deposit such policy or policies with the Owner from time to time during the currency of this contract.

The Contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out or an incident to the negligent or defective carrying out of this contract. They shall also indemnify the Owner in respect of any costs charges or expenses arising out or any Claim or proceeding and also in respect of any award of or compensation of damage arising there from.

The Owner shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any sum or sums due or to become due to the contractor.

- 24. <u>DATE OF COMMENCEMENT AND COMPLETION</u> The contractor shall be allowed admittance to the site on the "Date of commencement" stated in the appendix and they shall thereupon and forthwith begin the works and shall regularly proceed with to complete the same (except such painting or other decorative work as the Architects / Owner may desire to delay) on or before the date of completion stated in the appendix subject nevertheless to the provisions [or extension of time herein after contained. Time shall be deemed to be essence of this contract.
- 25. <u>LIQUIDATED DAMAGES</u> If the contractor fails to complete the works by the date of Completion stated in the appendix or within any extended time vide this clause the contractor shall be liable to pay damage @ Rupees Five thousand per week limited to a maximum of 10% of the contract value.
- 26. <u>TESTING OF MATERIALS</u> The Architect and the Owner shall be entitled to have tests carried out as specified by 151 for any materials supplied by the Owner or the Contractor, at the cost of the contractor and the contractor shall provide at his own expenses all facilities which the Architect and the Owner may require tor this purpose The cost or the material consumed as well as the cost of testing from approved laboratory shall be borne by the contractor. Copy of the test reports shall be submitted to the Architects / Owner.
- 27. <u>REJECTION OF MATERIALS</u> The Architects & Owner shall have absolute powers to reject or order removal or any or all the materials if brought to the site by the contractor which is not in accordance with the contract specifications or does not conform in character or quality to sample approved in case of default on the part of the contractor in removing rejected materials, the Architect & Owner shall be at liberty to have these materials removed by other means at the cost and risk of the contractor, The contractor shall bring material conforming to quality and specifications as per approval to substitute the rejected materials.
- 28. <u>TERMINATION OF CONTRACT BY THE OWNER</u> If the contractor being a firm commits any 'act of insolvency' or shall be adjudged an insolvent or being an incorporated company shall have an

order for compulsory Winding up made against it or pass an effective resolution for winding up voluntarily subject to the supervision of the court or if the Official assignee of the contractor shall repudiate, or it the official assignee or the liquidator in any such acts of insolvency or winding up shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Owner that he is able to carry out and fulfil the contract and to give security thereof if so required by the Owner.

or, If the contractors (whether firm or incorporated company) shall suffer execution to be issued.

or, Shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractors.

or, Shall assign or sublet this contract Without the consent in writing of the Owner first obtained.

or, Shall charge or encumber this contract or any payments due or which may become due to the contractor there under:

or, if the Owner is satisfied that the contract.

- a. has abandoned the contract.
- has failed to commence the works or have without any lawful excuse under these conditions suspended the progress or the works for 14 days after receiving from the Architects / Owner written notice to proceed, or
- c. has failed to proceed with the works, with such due diligence and failed to make due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down replace work for seven days after receiving written notice from the Architects / Owner that the said materials or work were condemned and rejected by the Architects / Owner under these conditions, or
- e. has neglected or failed persistently to observe and perform all or any of the acts. matters or things by contract to be observed and performed by the contractor for seven days after written notice shall have been given to be contractor to observe or perform the same, or
- f. has to be detriment of good workmanship or defiance of the Architect's instructions to the contrary sublet any part of the contract, or if the Owner / Architects is of the opinion, which opinion shall be final and binding on the contractors that the contractor is not proceeding With the work with due diligence or in proper and workman like manner and that the contractor fails to commence the work and suspends the progress of works for 14 days after receiving from the Owner / Architects written notice to proceed.

Then and in any of the said cases the Owner may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract but hereby without as aforesaid in which case termination or recession notice in writing to the contractor under the hand of Owners shall be conclusive evidence upon such determination or recession

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

After determination / termination of the contract, the Owners shall be at liberty to get the work executed in any mariner at the risk and cost of the outgoing contractor.

- 29. RUNNING/FINAL BILL -The running bills will be submitted by the Contractor subject to the condition that the net value of work done is not less than Rupees Six Lakhs (net value means the total value of work done minus the cost of the materials supplied by the Owner). The bills shall be supported with the measurement books and shall be duly signed by the Contractor & Site Engineer. For any dispute as regards evaluating the final amount to be paid to the contractor in connection with the contractor's final bills amount and value of all authorized extra item, the final decision of the Owner will be final and binding.
- 30. <u>JURISDICTION</u> The Jurisdiction of the Contract shall be only & only in Delhi.

LIST OF APPROVED MAKES BRANDS OF VARIOUS MATERIALS

All the materials specified to be used in the work must conform to the following brands name, shall be factory made and of first quality, BIS / IS marked wherever available. Fabricated items shall be manufactured in accordance with the CPWD / ISI specifications and be of first quality. Samples of all materials to be used shall be submitted and got approved before procurement and Architect / Owner reserves the right to select any of the brand names specified herein for use. In case if there exist non availability of a particular brand amongst the listed brands an equivalent substitute brand shall be allowed on prior approval of Architect / Owner for a limited period only.

Details of materials and manufacturer make is as follows: -

- 1. <u>Bricks F.P.S: -</u> First class designation 100 from approved kiln of locally available.
- 2. Coarse Sands: -Badarpur / Ghaggar Sand / Stone Dust.
- 3. Fine Sand: River Bed Yamuna Sand.
- 4. Chloropyrophos: -AgroCare, AMVAC, DARSHBAN, THIDDAN
- 5. <u>Aggregate</u>: -Quarterzite from approved Quarry.
- 6. Ready Mixed Concrete: Birla/L&T/Nuvoco/ACC.
- 7. Grey Cement (43 Grade): -ACC/Birla/Ultratech/JK.
- 8. White Cement: JK/ Birla.
- 9. Water Proofing Compound: -Pidilite/Cico/Fosroc/Snowcem.
- 10. Non shrink Grout: Bal Endura/Pidilite/FisrocBasf.
- 11. Pigment: -Sudarshan Chemical Indust.Ltd./Tata Pigm.
- 12. Reinforcement Steel TMT/TOR Fe 500: -Sail/Tata/Jindal.
- 13. Wall Putty: -Goldsize Putty by Shalimar Paints/JK/Birla.
- 14. <u>Polysulphide Sealant: -Pidilite/Tuffseal/Choskey/Asian/Fosroc/Basf.</u>
- 15. Silicon Sealnt:-Dow Corning/GE.
- 16. Flats, Square Sections or Grills:-Supreme/Standard.
- 17. Water Proof Cement Paint: -Supreme Snowcem/ Berger
- 18. Anchor Fasteners: -Hilti/Fishers
- 19. Distemper & Paints: -Asian/Berger/Nerolac/ICI
- 20. Textured Paints: -Spectrum/Asian/ICI/ Berger

BRIEF SPECIFICATIONS (WHERE APPLICABLE)

EARTH WORK AND ANTI-TERMITE TREATMENT

Earth work in excavation over areas (exceeding 30cm in depth, 1.5m in width as well as to sq. m. on plan) in all kinds or soil including disposal of excavated Earth up to all lead & lift. Disposed earth to be leveled and neatly dressed, bailing out rain water and subsoil water to keep the excavation area dry.

Filling available excavated Earth up to all depth in trenches, plinth sides of foundations etc. in layers not exceeding 20cm in depth consolidating each deposited layer by ramming and watering.

Providing and injecting chemical emulsion for pre-constructional anti-termite treatment and creating a chemical barrier under and around the column pits. Wall trenches basement excavation, top surface of plinth filling Junction of wall and floor along the external perimeter of building expansion joints, Surroundings of pipes and conduit etc. complete. Chloroperiphos emulsifiable concentrate (Durmet 20 EC).

CONCRETE WORK

Providing and laying cement concrete in footing and bases for columns in 1:4:8 [1 cement: 4 coarse sand: 8 graded stone aggregate 40 mm nominal size).

REINFORCED CEMENT CONCRETE

Providing and laying reinforced cement concrete machine batched, machine mixed and machine vibrated design mix of required Grade [minimum M-25 or richer) as per structural drawings including the admixtures in the recommended proportion in rafts, footings, bases of columns, Columns and pile caps etc.

Providing and fixing GI chicken mesh jali before plastering over junction of RCC with BW in portion of columns beams, walls, etc., as per the direction of the Architect.

Providing and fixing centering at shuttering of any size and shape including strutting, propping, bracing etc. and including its removal after specified period complete (plank shuttering will not be allowed) for Foundation, footing, bases of columns, pile caps, Suspended floors, roofs, landings, chajjas, shelves, balconies, Lintels, beams, girders, brussumers, cantilevers and brackets, Columns, pillars, posts and struts, Walls complete for all RCC work.

Providing and fixing in position HYSD Fe 500 reinforcing bars for RCC works Including straightening, cutting, bending 86 binding with 18 gauge MS annealed binding Wire, including cost of binding wire, supplying and fixing cement mortar spacer blocks etc. complete as per draining, specifications and as directed.

BRICK WORK

Providing first class brick masonry in 230 mm thickness or above in walls, pillars, railings, foundations etc. all as per drawing or as directed having crushing strength not less than 75 kg/sq cm. In cement mortar 1: 4 (1 cement: 4 coarse sand) after immersing the bricks at least for six hours in water before use complete in all respects.

STONE WORK

Providing and fixing first quality Gwalior Stone 40mm thk for stone cill over boundary wall complete.

STEEL WORK

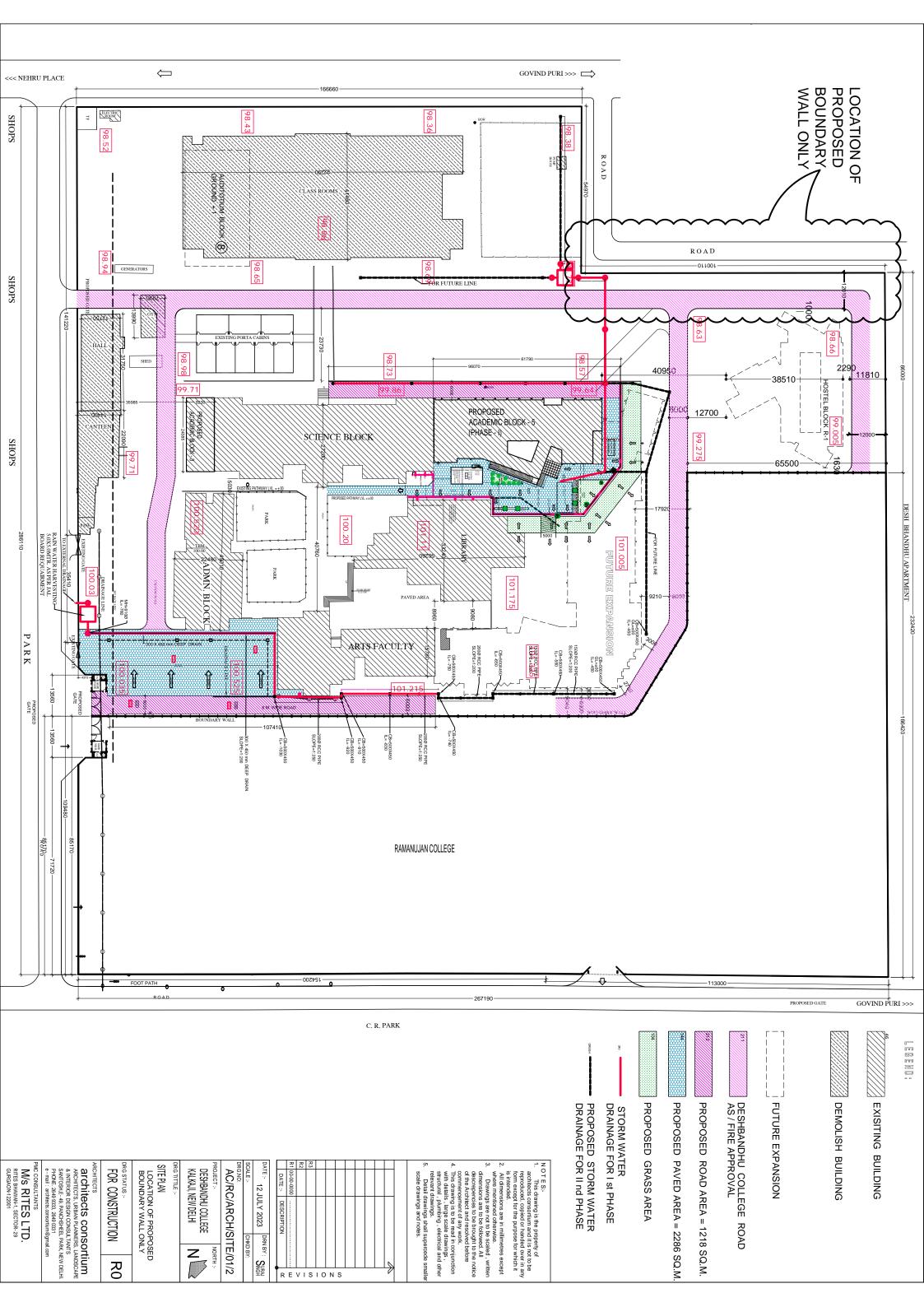
Providing & fixing MS Supports made from 40 X 40 X6 MS Angle including priming coat of approved Steel Primer.

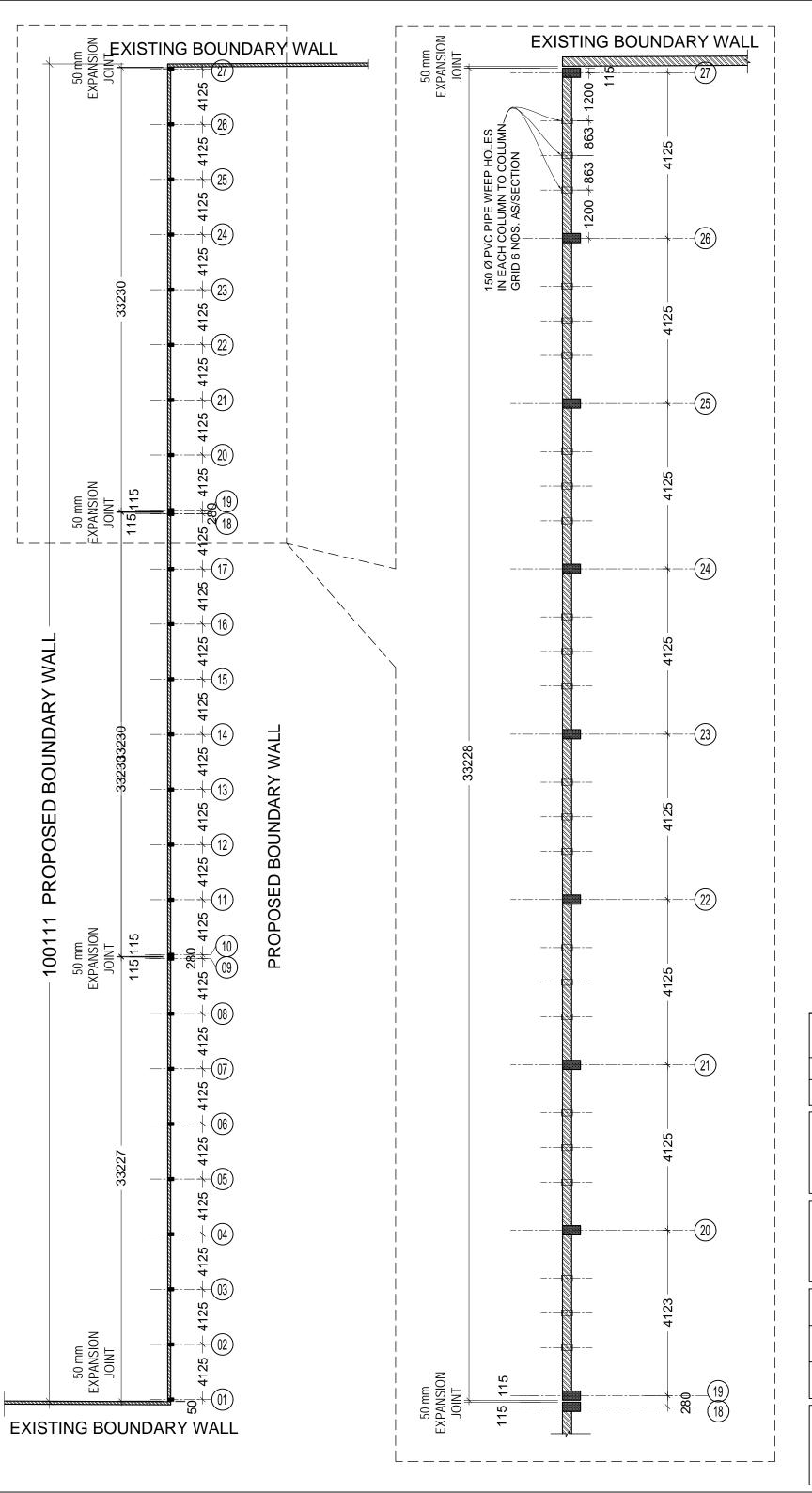
FINISHING

Providing 12 / 15 mm cement plaster of mix 1: 4 [1 cement: 4 coarse] including making groves, racking joints, curing, CIC.

Finishing Exterior walls with Exterior Water Proof Cement Paint with anti-dust Properties of approved brand complete.

Painting with synthetic enamel paint of approved brand to give an even shade two or more coats on new work in all shades over priming coat on steel work.





| R1 | 20.07.2023 | COLUMN ROTATE | | |
|--------------|------------|---------------|--|--|
| Rev No. | Date | Description | | |
| Revision No. | | | | |

PROJECT :-

DESHBANDHU COLLEGE KALKAJI, NEW DELHI

TITLE :-

PROPOSED BOUNDARY WALL

| DATE:- | SCALE: |
|-------------|---------|
| 20.07.2023 | NTS |
| 2010112020 | |
| DRN.BY :- | CHK.BY |
| SURAJ SINGH | |
| | |
| DRG. NO. | JOB NO. |
| | 150D6C |
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