



**New classroom block upgradation for Sant Nagpal  
Public School at Shri Adya Katyayani Shakti Peeth  
Mandir Trust, Chhattarpur, New Delhi 110074**

**TENDER DOCUMENT FOR CIVIL, PLUMBING &  
ELECTRICAL WORKS FOR CONSTRUCTION OF  
PROPOSED SCHOOL BUILDING**



**PC DESIGNS PVT LTD  
340 SULTANPUR, M.G.ROAD  
NEW DELHI-110030**

[info@p-cdesigns.com](mailto:info@p-cdesigns.com)||[www.p-cdesigns.com](http://www.p-cdesigns.com)

ISSUED TO: \_\_\_\_\_  
\_\_\_\_\_

DUE DATE OF SUBMISSION: 29/06/2019 upto 3.00 PM

**JUNE-2019**

***NOTICE INVITING TENDER***

# CONTENTS

- I) NOTICE INVITING TENDER
  
- II) TENDER FORM
  
- III) DRAFT AGREEMENT
  
- IV) DEFINITIONS AND INTERPRETATIONS
  
- V) TECHNICAL SPECIFICATIONS (CIVIL WORKS)
  
- VI) SCHEDULE OF QUANTITIES (CIVIL WORKS)
  
- VII) DRAWINGS

NOTICE INVITING TENDER:

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- 1.1 Sealed item rate tenders are invited on behalf of **SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST FOR NEW CLASSROOM UPGRADATION FOR SANT NAGPAL PUBLIC SCHOOL for CIVIL, PLUMBING & ELECTRICAL WORKS OF PROPOSED SCHOOL BUILDING AT CHHATTARPUR, NEW DELHI 110074.**
- 1.2 Tenders not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions may be rejected
- 1.3 Tenderers should quote their rates both in figures and in words. The schedule of quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tenderer. No blank space shall be left.
- 1.4 (a) Tender documents will be uploaded on the website and contractor will apply to collect the tender document in the form of soft copy from the office of **M/s PC DESIGNS PRIVATE LIMITED, 340 Sultanpur, M.G. Road, New Delhi-110030** by 19/06/2019 between the office hours on all the working days.
- 1.4 (b) Tender document needs to be submitted by email on following email id by 29th June, 2019 up to 3.00 PM

[sakspmt@gmail.com](mailto:sakspmt@gmail.com)

Hard copy along with CD & EMD should be submitted to **SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST at CHHATTARPUR, NEW DELHI 110074**

- 1.5 If the tender is made by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director or one of the Directors duly authorised on that behalf. If it is made by a partnership firm, it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of Power of Attorney with the Tender authorising him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.
- 1.6 **Acceptance Period**  
The tender shall remain valid for acceptance for a period of 90 days from the date of opening of tender.
- 1.7 **Site Inspection**  
Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must also go through all the drawings and documents. It will be construed that the contractor has inspected the site and satisfied himself, at his own cost, and the quoted rates shall hold good in all conditions.
- 1.8 **Schedule of quantities**  
A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Employer/Consultant do not accept any responsibility for the correctness or completeness of the schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Employer/Consultant without affecting the terms of the contract. The consultant reserves the right to completely delete any item from the scope of the work without affecting the terms of the contract.
- 1.9 **Contractors' Rates**

The contractors' rates must include the cost of transportation of material to the site, storage at site, all taxes etc. and the fixing or placing in position for which the items of work is intended to be operated.

The owner will not provide Form 31 or Form 'C' to the Contractor.

#### **1.10 Interpretation**

In interpreting the specifications, the following order of decreasing importance shall be followed:

- (a) Drawings.
- (b) Particular or special specifications
- (c) Schedule of quantities
- (d) General Specifications

Matters not covered by the specifications given in the contract as a whole, shall be covered by the relevant Indian Standard Codes. If such codes for a particular subject have not been framed, the decision of the Employer/Consultant shall be final and binding.

#### **1.11 Alterations in N.I.T.**

No alterations shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the contractors, Contract Form, Conditions of the Contract, Drawings and Specifications, and if any such alterations are made or any special condition attached, the tender is liable to be rejected.

#### **1.12 Acceptance of Tender**

The acceptance of the tender will rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reason(s).

The Employer reserves the right of accepting the whole or any part of the tenders received and the tenderers shall be bound to perform the same at their quoted rates.

#### **1.13 Site Supervision**

The work shall be carried out under the direction and supervision of the Employer/Consultant or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work on day to day basis.

The Employer/Consultant or their representative at site shall have access to the workshops of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

#### **1.14 Quality**

The Employer's/Consultant's decision with regard to the quality of the material and workmanship will be final and binding, any material rejected by the Employer/Consultant shall be immediately removed by the contractor from the site.

#### **1.15 Commencement of work/Period of Completion**

The Contractor shall commence work on site within **7 days** from the date of issue of the letter of intent. This date shall be considered as the date of Commencement of the said work.

Time is the essence of the Contract. All works as per this tender shall be completed within 8 months from the date of Commencement.

#### **1.16 Income Tax**

Every tenderer shall furnish along with the tender the latest Income Tax Clearance Certificate without which his tender is likely to be rejected. Employer will deduct

amount towards Tax Deducted at Source (TDS) as per the latest Income Tax Rules, from all payments made to the Contractor.

#### **1.17 Defects Liability Period**

Any defects developed within 'Defect Liability Period' of **12 months** from the date of COMPLETION, will have to be rectified by the contractor. In case of failure to do so, the client with the concurrence of the Consultants, shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken immediately on receipt of written notice from the Employer/Consultant and such defects may extend "liability period".

Water proofing work shall be guaranteed for **10 years**.

#### **1.18 Part Occupation**

If owners want to occupy areas in part, the contractor shall have to complete the work of that area in conjunction with the Employer and hand over the same to the Employer without affecting any of the Clauses of the contract agreement.

#### **1.19 Contract Signing**

After acceptance of the tender, the tenderer shall sign the necessary contract papers within **10 days** of the intimation. Expenses for the agreement including cost of stamp papers etc. shall be borne by the contractor. In case of delay the 'Earnest Money' may be forfeited and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

#### **1.20 EMD**

- (a) EMD of **Rs.2,00,000/- (Rupees Two Lacs Only)** in the form of Bank Draft only in favour of **SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST**, payable **at NEW DELHI**, shall be submitted along with tender. The tender received without EMD or in any other form than as stated above may be rejected. The EMD shall be refunded to the unsuccessful tenderer within one month of the opening of the tender. The EMD shall be retained in addition to the Retention Money and shall be returned on virtual completion of the Project.
- (b) **Retention money:** Retention money at the rate of 5% of each running bill value shall be deducted from each running account payment.
- (c) The Retention Money/EMD amount shall not bear any interest.

#### **1.21 Refund of Deposit**

50% of Retention Money shall be released at the time of virtual completion against Bank Guarantee and balance shall be released after the expiry of Defects liability period of one year from the date of virtual completion.

#### **1.22 Supply of materials**

Employer does not bind himself to supply any materials whatsoever required for the work.

The quality/make of material to be purchased, by the contractor shall be approved by the Consultants. Any material rejected by the Consultant, shall be removed from the site by the Contractor immediately without effecting the any clause of contract.

### 1.23 Insurance

The successful contractor shall take out Contractors All Risk (**CAR**) insurance policy, in the joint name of the Employer and Contractor, and the original policy shall be deposited with the Employer. The policy shall cover Clauses as under.

- (i) The contractor shall at all times indemnify and keep indemnified the Employer and its officers, servants, agents and any other guest or person moving in the factory premises from and against all third party claims whatsoever (including but not limited to property loss and damage, personal accident, injury or death of/to property or person of any Sub-contractor and/or the servants or agents of the contractor, any sub-contractor(s) and/or the Employer ) and the contractor shall at his own cost and initiative at all times up to the successful completion of the defect liability period specified in Clause 1.16 hereof take out and maintain all insurable liabilities under this Clause, including but not limited to third party insurance and liabilities under the Motor Vehicles Act, Workmen's Compensation Act, Fatal Accidents Act, Personal Injuries Insurance Act, Emergency Risk Insurance Act and/or other Industrial Legislation from time to time in force in India with insurance company(ies) approved by the Employer , and such policy(ies) shall be of not lesser limit than the limits hereunder specified with reference to the matters hereunder specified, namely
  - (a) Workmen's Compensation Insurance - to the limit to which compensation may be payable under the laws of the Republic of India.
  - (b) Third Party Insurance - body injury and property damage to the limit of not less than Rs.1,00,000/- (Rupees One Lac only) in each accident at each job site and to a limit of not less than Rs.1,00,000/- (Rupees One Lacs Only) for all accidents at all job sites.

Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes, but shall not in any way limit the contractor's liability in terms of this Clause to the limit(s) specified.

- (ii) Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing Sub-Clause, the Employer shall be entitled (but without obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor, and without prejudice to any other rights or remedies of the Employer in this behalf, to deduct the sum(s) incurred, from the dues of the Contractor.
- (iii) Period of Policies: All insurance covers mentioned above shall be kept alive during the completion period of contract and defects liability period.

### 1.24 Payments

- a) **Mobilization advance:** 10% interest free mobilization advance shall be paid against Bank Guarantee which shall be recovered on pro-rata basis from each R.A. Bill.
- b) **Secured advance:** Secured advance at 75% of cost of cement and steel brought to site shall be paid to the contractor by the client. The safety and the security of the site/material shall be the responsibility of the contractor.

One bill shall be prepared each month, based upon the joint measurement by the contractor and Employers' representative. Contractor shall submit 3 copies of the bill and 3 copies of the measurement sheets.

**60%** of the Bill amount shall be released within **7 days** after initial scrutiny by Architect from the submission of bill and **balance** payment shall be released within **15 days** against certificate of payment issued by the Architect after final checking of bill.

#### **1.25 Liquidated Damages**

Entire project will be completed and handed over within agreed timing in a phased manner. Employer shall levy liquidated damages by way of penalty a sum at 0.5 % per week of delay to a maximum of 5 % of total value of the work.

#### **1.26 Extra Items**

- (a) The rates of all authorised extra items or additional, altered or substituted work, shall be worked out as follows:
- (i) The rates shall be based on or derived from the existing rates in the contract as far as possible and to the maximum extent possible from the same class & nature of work.
  - (ii) Where the rates cannot be derived in the manner of (a) (i) above, the same shall be worked out on the basis of most competitive Market Rates inclusive of any taxes etc. plus **15%** towards contractor's profit, overheads and supervision charges.
- (b) The contractor shall, within 7 days of the date of receipt of an order to carry out the above work, or within 7 days after having carried out the above work, submit the rates which he proposes to claim for such items of work, supported by rate analysis and vouchers. The project engineer shall, with due analysis and justification communicate to the contractor the rates admissible for these items, within a period of one month.

#### **1.27 Water and Electricity**

Water and Electricity shall be arranged by the Contractor at his own expense. If arranged by the Employer the same shall be supplied at one point only, and contractor shall make his own arrangements for distribution lines required for the work. Recovery for the same shall be made at 1% ( $\frac{1}{2}\%$  for water and  $\frac{1}{2}\%$  for Electricity) of value of work done from the bills. In case of failure of power, the contractor shall have alternate arrangement (DG Set etc.) to keep the work in progress at his own cost and Employer will not take any responsibility for the same. Contractor to arrange for necessary statutory approvals for operating the DG sets at his own costs.

#### **1.28 Escalation**

No escalation on labour, material or any other statutory levy/tax will be paid to the contractor during the execution of the project except for the following items for which basic rates including all taxes, at site, are given. Any increase or decrease in the rate shall be compensated (as the case may be) from the Contractor bill.

a)	Cement	-	Rs.300/- per 50 Kg. Bag
b)	Tor Steel/TMT	-	Rs.49,000/- per MT
c)	Structural steel	-	Rs.50,000/- per MT

Incase any of the above material is arranged by the client from any source, the contractor shall have to lift the material from such source and expenses from such source to site of work shall be borne by the contractor.

#### **1.29 E.S.I. (Employees State Insurance) & Provident Fund**

ESI charges & Provident fund charges, if applicable, shall be borne by the Contractor and deposited with the concerned authorities promptly. The receipt of deposit shall be shown to the Architect/Employer on their demand from time to time.



### 1.30 Taxes

The contractor rate shall include all taxes as applicable as per Govt./local authorities norms.

### 1.33 Supplier / Labour Payment

The Contractor shall pay to its Suppliers/ Labourers within reasonable time fixed with them. The Employer shall not be responsible during the period of Contract or after completion of Project for Contractors liabilities towards Suppliers/Labourers. In case, if Contractor fail to pay to the Suppliers/Labourers, the Employer reserve the right to pay the same said amount to the Suppliers/Labourers after due verification and recover the same from the amount due/payable to the Contractor.

### 1.34 Cleanliness

The site has to be cleaned to the satisfaction of the Employer / Architect at the end of every working day otherwise the site shall be got cleaned from other agency at the risk and cost of the contractor.

### 1.35 Safety Regulations

Contractor has to provide safety shoe, safety belt, goggles, helmet etc. to his workmen. The contractor shall adhere to the law of the land and his workers and staff shall follow the best professional practice at site. The contractor shall designate one safety engineer who shall be responsible for the safety inside the site.

1.36 Only MS props and wooden plywood shuttering shall be allowed for shuttering work.

1.37 The Contractor shall not employ child labour at site. The Contractor shall have to make his office at a location convenient to the Employer and the decision of Employer shall be final and binding. However the Employer shall not pay for the office.

1.38 The Contractor shall earmark the location for storage of the construction material and the fabrication yard etc. on the site plan supplied to him. The successful Contractor shall confirm the location before getting the LOI.

1.39 **Site Staff:** The Contractor shall provide adequate number of experienced Site Engineers and Staff not limited to following to complete the job in time having adequate respect for quality. The Employer / architect reserve the right to ask for replacement of staff not found suitable for job. The following category of staff is required at site.

- a) Project Manager
- b) Billing Engineer
- c) Foreman
- d) Supervisor

1.40 **Uniform:** Contractor has to provide uniforms to all his staff.

1.41 **Reporting System:** The contractor shall submit a weekly progress report of the project highlighting the following.

- Progress of work
- Achievement of milestone along with delay, if any

The report should be submitted in MS project.

**1.42 Change order procedure:** Any deviation from the specifications / tender which is required due to site constraints or desired by Consultant / Employer representative shall be got confirmed in time before execution of work. Change order note will be issued by Consultant in consultation with Employers.

**1.43 Health, Safety & Environment Guidelines:**

All the Equipments used for construction should be in good safe condition. All the Lifting equipments should carry test certificate. Fire Extinguishers to be used wherever it is appropriate. First Aid should be available with the Contractor.

The contractor shall conduct its activities so as to:

- a) Take foremost account of the health & safety of all contractors' staff and other persons who may be affected by its operation.
- b) Ensure the safe installation and operation of all plant and equipment during construction.
- c) Support and promote a high standard of preventive and curative health care and the execution of the effective occupational and public health programme as per local laws.
- d) Ensure by prescribing procedures for preventive maintenance, inspection and auditing that equipment is installed maintained and operated so as to minimize risk of injury to people, leakage, fire or other accidents.
- e) Necessary measures shall be taken to prevent mosquito breeding at site.
- f) The site environmental plan shall provide details of the means by which contractor will implement the recommended mitigation measures and achieve the environmental performance standard defined in Indian environmental legislation.

## APPENDIX

### SUMMARY OF VARIOUS CLAUSES

1.	Secured advance	:	Secured advance at 75% of cost of cement and steel brought to site.
2.	Defects Liability period	:	12 Months.
3.	Period of final measurements and Valuation	:	3 Months.
4.	Date of commencement	:	7 days from the date of issue of work order.
5.	Period of completion	:	Refer Clause 1.15.
6.	Liquidated damages	:	0.5% per week of delay to a maximum of 5% of total value of the work.
7.	Running Bill Payments	:	Once in a Month.
8.	Retention Money	:	5% of the certified gross value from each R.A Bill.
9.	Extra items	:	Refer Clause 1.26
10.	Escalation	:	Refer Clause 1.28
11.	Mobilization advance	:	Refer Clause 1.24 a)

## II. TENDER FORM :

**SANT NAGPAL PUBLIC SCHOOL  
AT SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST,  
CHHATTARPUR, NEW DELHI 110074.**

**Sub: CONSTRUCTION OF PROPOSED SCHOOL BUILDING AT CHHATTARPUR NEW DELHI.**

With reference to the tender invited by you for the above proposed work, I/we write this after having:

- a) examined the designs, drawings, details, specifications, schedule of quantities, instructions to tenderers, draft agreement and the conditions of contract annexed thereto (here-in-after called the Contract Documents) relating to construction.
- b) visited and examined the site of the proposed work and,
- c) acquired the requisite information as affecting the tender.

I/We undersigned, hereby offer to construct the proposed work in strict accordance with the contract documents for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon receiving possession of the site. I/We further undertake that on failure subject to the conditions of the contract relating to extension of time, I/We shall pay the agreed 'Liquidated Damages' to the Employer the sum named in the Appendix to the conditions of contract, as 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as '**Earnest Money**' of **Rs.2,00,000/- (Rupees Two Lacs Only)** carrying no interest and I/We do hereby agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so.

I/We further agree to the deduction of 5% from the 'Interim Payment' towards the 'Retention Money', which will be returned as per the relevant Clauses in the agreement.

Yours faithfully,

Name of the partners of the firm

OR

Name of the persons having Power-of-Attorney to sign the contract.

### III. DRAFT AGREEMENT

#### ARTICLES OF AGREEMENT

Made at New Delhi the \_\_\_\_\_ day of \_\_\_\_\_ 2019, between M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called 'The Employer') on the one part and M/s \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ (hereinafter called 'The Contractor') on the other part.

WHEREAS the Employer is desirous of execution of proposed **Civil Works** (herein-after called 'The Work') and has caused Drawings, Specifications, Bills of Quantities, showing and describing the work to be done, prepared by **M/s PC DESIGNS PRIVATE LIMITED, 340 Sultanpur, M.G. Road, New Delhi-110030** (here-in-after referred to as the 'Architect') AND WHEREAS the Employer has accepted the tender bid by the Contractor for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for completion and maintenance of such works as are included in the tender.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions Set forth herein (herein after referred to as 'General/Special Conditions of Contract') the works shown upon the said Drawings and/or described in the said Specifications and included in the Bills of Quantities attached herewith, the rates set forth is amounting to the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (herein after referred to as the 'Contract Sum').

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them under Section 'Definitions' in the General Conditions of Tender Document issued by the Employer and accepted by the Contractor while submitting his bid dated \_\_\_\_\_.
- 2.a) The following documents included in the tender bid shall be deemed to form and be read and construed as part of this Agreement along with amendments negotiated and confirmed in various subsequent letters exchanged as mentioned herein after :
  - i) Notice Inviting Tender
  - ii) Tender Form
  - iii) Contract agreement and General conditions of Contract
  - iv) Special Conditions

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- v) Specifications
  - vi) Bill of Quantities and Rates
  - vii) Tender drawings
  - viii) Construction Programme
- b) The following documents shall also be deemed to form and to be read and construed as part of this Agreement and shall be complimentary to one another.
- i) Letter No. \_\_\_\_\_ Dated \_\_\_\_\_ inviting tenders.
  - ii) Letter No. \_\_\_\_\_ Dated \_\_\_\_\_ of Contractor submitting the tender bid.
  - iii) \_\_\_\_\_
  - iv) Work Order No. \_\_\_\_\_ Dated \_\_\_\_\_ .

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- i) In consideration of the said contract amount to be paid at the time and in the manner set forth in the said conditions, the Contractor shall, upon and subject to, the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and/or general and special conditions, and included in the schedule of quantities.
- ii) The Employer shall pay to the Contractor the said contract amount or such other sum as shall become payable at the time and in the manner hereinafter specified in the said conditions.
- iii) In consideration of the payment so made by the Employer to the Contractor, the Contractor hereby convenient to construct, complete and maintain the works in conformity with the provisions of the contract.
- iv) The term 'Architect' in the said conditions shall mean the said **M/s PC DESIGNS PRIVATE LIMITED**, in the event of their ceasing to be the Architects for the purposes of this contract, such other person or firm as shall be appointed for that purpose by the Employer not being a person or firm to whom the Contractor shall object for reason considered to be sufficient by the Arbitrator mentioned in the said conditions, provided always that no person or firm subsequently appointed to be Architects under the contract shall be entitled to disregard or over rule any previous decisions or approvals or directions given or expressed by the Architects for the time being.

v) The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall abide by/submit themselves to the conditions, and perform the agreement on their part with respect to said conditions.

**AS WITNESS our hands this    day of    2019**

**Signed by the said  
in the presence of            Employer**

**Witness**

**Name :**

**Address :**

**Signed by the said  
in the presence of            Contractor**

**Witness**

**Name :**

**Address :**

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**GUARANTEE PROFORMA  
GUARANTEE FOR DAMP PROOFING AND WATERPROOFING**

Whereas ( ) a firm/company/corporation whose address is ( ) hereinafter called the Specialist Contractor, has manufactured and sold and caused to have applied, pursuant to its specifications and inspection the necessary materials, labour and all incidentals to provide Damp proofing/Water proofing treatment of Toilet floors, kitchen floors, basement floor, balconies and roofs of approximately ( ) square metres in the buildings described below :

EMPLOYER .....

BUILDING .....

LOCATION.....

DATE OF COMPLETION OF TREATMENT .....

BY (ADDRESS OF FIRM.....)

AND WHEREAS, Specialist Contractor represents and wished to guarantee, subject to limits stated herein, that its treatment is effectively water tight for a period of Ten (10) years despite normal wear and tear by the elements, as well as guaranteeing it against defects, its workmanship or materials;

AND WHEREAS M/s.....located at .....(hereinafter known as Building Contractor) through whom the Specialist Firm has carried out the work as Sub-contractor, has agreed to be a co-guarantor under this Guarantee and will be equally responsible to ensure that the Specialist Firm shall carry out its obligations under this Guarantee.

NOW THEREFORE said Specialist Contractor guarantees to the said Employer that as set forth below, during a period of Ten years from the date of completion of said treatment described above, Specialist Contractor will at his own expense make or cause to be made any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the Specialist contractor or of normal wear and tear by the elements and will maintain said treatment in water tight conditions free from all leaks arising from such causes.

For purposes of this Guarantee damage to the treatment caused by hurricanes, lightning or other unusual natural phenomena shall not be deemed to be "NOMINAL WEAR AND TEAR BY THE ELEMENTS".

**INSPECTION AND REPAIRS**

Upon written notice by the Institute/Architect to Specialist Contractor of need of repair of treatment, the Specialist Contractor shall, within three days, inspect the treatment. Following such inspection :

1. Specialist Contractor, at his own expense and regardless of cost, shall make such repairs as are required by the guarantee.
2. In case the Institute/Architect or his agent has notified Specialist Contractor and confirmed in writing that repairs are required and such repairs are not covered by the Guarantee (including repairs required by Institute/Architect's alteration, extension or addition to the treatment). Specialist Contractor, after having obtained Institute/ Architect's consent

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thereto, in writing, shall make or cause to be made, such repairs at Institute/Architect's expense in accordance with specifications and procedures as established by Specialist Contractor and approved by the Institute/Architect and this Guarantee shall thereupon remain in effect for the un-expired portion of its original term. If Institute/Architect fails to so consent or if repairs are made by one other than the Specialist Contractor or Specialist Contractor's designee, this Guarantee with respect to such area shall be automatically terminated.

3. In the event that (1) Institute/Architect notifies Specialist Contractor and has confirmed in writing the need of repair of treatment, and (2) Specialist Contractor is unable to promptly inspect and repair the same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to Institute/ Architect, then Institute/Architect may take such temporary repairs as may be essential and any such action shall not be a breach of the provisions of this Guarantee.

If the Specialist firm fails to rectify the defects when called upon to do so within the stipulated period, then the Specialist Contractor/Building Contractor will indemnify the Institute/Architect and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Specialist Contractor in the performance and observance of this guarantee and the Institute/Architect will then be free to deduct the costs so incurred from any pending dues of the Specialist Contractor /Building Contractor or in any other manner whatsoever available to him. As to the amount of loss and/or damage and/or cost incurred by the Institute/Architect, the decision of the Institute/Architects shall be final and binding on both the parties.

**INSPECTION SERVICE**

Specialist Contractor agrees to re-inspect the completed treatment not earlier than 24 months after completion of the treatment, and if it is determined that there are defects in the treatment, then Specialist Contractor shall make, or cause to be made at its own expense, such repairs as are necessary to remedy said defects within the scope of its responsibility under the terms of this Guarantee.

**IN WITNESS WHEREOF**

Specialist Contractor and the Building Contractor has caused this instrument to be signed and sealed by its duly authorised officer this day of \_\_\_\_\_ 2019.

Witness: BY  
TITLE :  
NAME OF SPECIALIST CONTRACTOR  
SEAL :  
DATE :  
Countersigned in full for the acceptance of the above

Witness: BY  
TITLE :  
NAME OF SPECIALIST CONTRACTOR  
SEAL :  
DATE :

**GUARANTEE PROFORMA**  
**GUARANTEE FOR ANTI-TERMITE TREATMENT**

Whereas ( ) a firm/company/corporation whose address is ( ) hereinafter called the Specialist Contractor, has manufactured and sold and caused to have applied, pursuant to its specifications and inspection the necessary materials, labour and all incidentals to provide Anti-termite treatment of approximately ( ) square metres in the building described below :

EMPLOYER .....  
BUILDING .....  
LOCATION.....  
DATE OF COMPLETION OF TREATMENT .....  
BY (ADDRESS OF FIRM.....)

AND WHEREAS, Specialist Contractor represents and wished to guarantee, subject to limits stated herein, that the said structures will remain free from any infestation of termites for a period of Ten (10) years from the date of completion of giving anti-termite pre-construction treatment;

AND WHEREAS M/s.....located at .....(hereinafter known as Building Contractor) through whom the Specialist Firm has carried out the work as Sub-contractor, has agreed to be a co-guarantor under this Guarantee and will be equally responsible to ensure that the Specialist Firm shall carry out its obligations under this Guarantee.

NOW THEREFORE said Specialist Contractor guarantees to the said Institute/Architect that as set forth below, during a period of Ten years from the date of completion of said treatment described above, Specialist Contractor will at his own expense take or cause to be taken such measures as are required under this Guarantee to contain and remove any infestation of termites that may appear. Such measures shall be taken immediately on being informed on telephone or by written notice.

In the event that (1) Institute/Architect notifies Specialist Contractor and has confirmed in writing the need of repair of treatment, and (2) Specialist Contractor is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to Institute/Architect, then Institute/Architect may take such temporary repairs as may be essential and any such action shall not be a breach of the provisions of this Guarantee.

If the Specialist firm fails to rectify the defects when called upon to do so within the stipulated period, then the Specialist Contractor/Building Contractor will indemnify the Institute/Architect and his successors against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the Specialist Contractor in the performance and observance of this guarantee and the Institute/Architect will then be free to deduct the costs so incurred from any pending dues of the Specialist Contractor /Building Contractor or in any other manner whatsoever available to him. As to the amount of loss and/or damage and/or cost incurred by the Institute/Architect, the decision of the Institute/Architects shall be final and binding on both the parties.

**IN WITNESS WHEREOF**

Specialist Contractor and the Building Contractor has caused this instrument to be signed and sealed by its duly authorised officer this day of \_\_\_\_\_ 2019.

Witness:

BY  
TITLE :

NAME OF SPECIALIST CONTRACTOR

SEAL:

DATE :

Countersigned in full for the acceptance of the above

Witness:

BY  
TITLE :

BUILDING CONTRACTOR

SEAL :

DATE :

## **DEFINITIONS AND INTERPRETATIONS**

### **1. DEFINITIONS**

The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

- a) Employer, means **SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST** or his/her Authorised Representative.
- b) Architect, shall be the person for the time being or from time to time duly appointed by the Employer to act as 'Architect' for the purpose of the contract. In some part of the document, the word **Architect** shall also mean the said "Architect".
- c) Contractor, shall mean the successful tender to whom the contract has been awarded.
- d) Sub-contractor, shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing by the Architect and the legal representative, successors and assigns of such person.
- e) Contract, shall mean and include the following:
  - i) Notice Inviting Tender
  - ii) Tender Form
  - iii) General Conditions of Contract
  - iv) Specifications
  - v) Bill of Quantities
  - vi) Drawings
- f) Site, shall mean the actual place in, over or under which work is to be done, allotted by the Employer for contractor's use.
- g) Work, of the contractor shall mean and include materials or labour or both.
- h) Contract Price, shall mean the sums referred to in the formal agreement, if any or the work order.

### **2. ASSIGNMENT AND SUB-LETTING**

#### **2.1 Assignment**

The contractor shall not assign the contract or any part thereof or any benefit or therein or thereunder without the written permission of the Architect/Employer.

#### **2.2 Sub-letting**

The Contractor shall not sub-let the whole of the contract. The contractor shall not sublet any part of the works without the written consent of the Architect and the Employer and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and the contractor shall be responsible for the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts defaults or neglects of the contractor or his agents, servants, or workmen.

### **3. DRAWINGS**

#### **3.1 Issue of Drawings**

Drawings approved for construction will be issued to the contractor progressively during the contract period and the contractor shall arrange for the execution of the works and the procurement of materials accordingly. The contractor shall give adequate notice in writing to the Architect or his Representative of any further drawings or specification that may be required for the execution of the works or otherwise under the contract.

#### **3.2 Copies of Drawings to be kept at site**

One copy of the drawings furnished to the contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by the Architect/ Employer or his Representative and by any other person authorised by the Architect in writing. The contractor may request for additional copies on payment of Rs.500/- per set.

#### **3.3 Issue of further drawings and instructions**

The Architect/Employer shall have full power and authority to supply to the contractor from time to time through his representative, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.

#### **3.4 Employer ship of Drawings**

All drawings supplied to the contractor are deemed to be the property of the Architect. The contractor agrees both on behalf of himself and his employees, and sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, any information contained in the drawings.

#### **3.5 Execution as per Drawings**

The contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless advised by the Architect/Employer.

#### **3.6 Plans and drawings to be submitted by the Contractor**

The contractor shall submit the following information in triplicate to Architect for approval within the time stipulated against each item below:

- a) A general tentative layout plan of construction plant and equipment for the execution of work within time period stipulated in schedule.
- b) Drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site, including any changes in the general layout, at least 7 days prior to the commencement of the respective work.
- c) Layout and details of temporary works that the contractor wants to carry out to fulfill his obligation under the contract.

Within 7 days the Architect will give their approval/comments sufficient to proceed with the work or objections/instructions to the contractor based on which the drawings shall be revised and re-submitted for approval by the Architect.

All these plans and drawings submitted by the contractor and approved by the Architect shall become part of the contract.

## **4. GENERAL OBLIGATIONS**

### **4.1 Inspection of site etc. before submission of tender**

The contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground, form and nature of the site, the quantities and nature of work and materials required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Contractor has to get himself satisfied with the site condition and if calls for he need to carry out the soil testing / compact stability study , etc. by himself at his own cost

### **4.2 Sufficiency of Tender**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Schedule of quantities and the schedule of rates and prices, if any. The tender rates and prices shall cover all his obligations under the contract and all matters and things necessary, or the proper completion and maintenance of the work.

### **4.3 Clarification before submitting tenders**

Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring to the notice of the authorities and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the Employer shall have the right to ask the contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

### **4.4 Rates quoted for finished work**

The rates quoted in the tender by the contractor must be for the finished work as per the drawings and specifications.

### **4.5 Location of work**

Unless specifically mentioned in the item, the work described therein may be at any location or elevation.

**4.6** The tender shall remain open for acceptance for a period of 90 days from the date of opening of the tender.

### **4.7 Commencement of work :**

The contractor shall commence the work at site, immediately as being advised by the Employer of the acceptance of the tender and shall proceed with the same with due expedition.

### **4.8 Programme of work**

Soon after the award of contract, the Contractor shall submit to the Employer/ Architect for his approval a programme to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Employer/Architect representative furnish further detailed programme and particulars in writing of the contractor's arrangements for carrying out the works and of the construction plant and temporary works which the contractor intends to supply, use or construct as the case may be. The submission to and approval, if any, by the Architect or his Representative of such programmes or particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

#### **4.9 Contractors' Employees**

The contractor shall provide and employ at site in connection with the execution and maintenance works:

- a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and,
- b) Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of works.

#### **4.10 Removal of Workmen**

The Employer/Architect shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the Employer/Architect misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer/Architect to be undesirable and such person shall not be again employed upon the works without the written permission of the Architect. Any person so removed from the works shall be replaced by the contractor without delay by a competent substitute approved by the Architect. Misconduct of Employee of the contractor/poor workmanship shall be a valid reason for suspension of the contract by **SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST** and in that case, no compensation of whatsoever nature shall be paid to the contractor.

#### **4.11 Communications to be in writing**

All references, communications, correspondences made by the Employer, the Architect, and their representative or the contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

#### **4.12 Occupation and use of land**

No land, building belonging to or in the possession of the Employer shall be occupied by the contractor. The contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.

#### **4.13 Construction of site shed**

Any site shed, proposed to be temporarily constructed by the contractor for his office work, storage of materials etc. shall conform to the standard sketch, or to the plan approved by the Architect. It should include toilet block also. Permission for the construction of such shed shall be obtained in writing.

#### **4.14 Materials, tools and plant**

All materials required for the execution of the works other than those mentioned in the Notice Inviting Tender shall be supplied by the contractor. Materials so supplied shall have the approval of the Architect before using on the works. All the rejected materials shall be removed at once from the site of work at the contractors' own cost. The contractor shall supply all tools, tackles, and equipment like compressors, concrete mixers, vibrators, pumps, welding or pneumatic tools, tar boilers etc. required for the execution of the works.

#### **4.15 Tollages etc.**

The contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, of for getting stone, gravel, sand, clay and all other materials required for the works.

#### **4.16 Setting out**

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection there with. If any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the contractor on being required so to do by the Architect or his representative, shall at his own cost rectify such error to the satisfaction of the Architect or his representative. The checking of any setting out or of any line or level by the Architect or his representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall provide all necessary instruments, appliances, and labour required by the Architect or his representative for checking, if any, of the setting out. The contractor shall carefully protect and preserve all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of all reference and level pillars and their dismantling when no longer required.

#### **4.17 Damage to persons and property**

The contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

#### **4.18 Co-operation with other Agencies**

The contractor shall co-operate with the work of other agencies or contractors that may be employed or engaged by the Employer and as far as it relates to the contractors' work. The sequence of work shall be so arranged that the work of other agencies is also in progress simultaneously.

#### **4.19 Barricading around excavated trenches etc.**

The contractor shall at his own cost provide around excavation, temporary barricading with ballies and bamboos with warning signals during day and night and shall maintain it so long the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

#### **4.20 Protection of underground services**

The contractor must take all precautionary measures to protect the underground and other services lines, viz. cables, water and sewer lines etc. and observe any specific instructions which may be given in this regard by the Architect.

#### **4.21 De-watering trenches and pits**

The tendered rates shall always be deemed to have taken into account the cost of removal of silt and materials that may slip in the trench and pit and de-watering the trenches or pits of water accumulated or collected through seepage or subsoil water or rain water. The contractor shall in no case be entitled to claim any extra amount for the above work. The contractor shall remain prepared with necessary pumps and equipment for de-watering the trenches or pits so as to avoid unnecessary delay and possible damage to the property etc.

#### **4.22 Work in or around operating plant or offices etc.**

Where the work is being carried out in or around an operating plant where the plant must run uninterrupted, the contractor shall work only at specified places and times as mutually



arranged between the contractor and the Architect. Similar arrangement must be made while executing works inside the offices, buildings etc. without causing disturbance to the office work for this the work may be required to be done during off-hours and Sundays. The area where the work will be executed is adjacent to the production area. The necessary barricading to protect the entry of dust to be taken care. No extra will be allowed beyond the rates quoted for doing work in the manner described above.

**4.23 Work in shifts and off-days**

The contractor shall work in one or more shifts as also on Sundays and off days to complete the work in time, if so required by the Architect for which the Employer shall not be liable to pay any extra. Work should be carried out safely and necessary lighting arrangement to be made by the contractor and site safety engineer to be present during execution of work

**4.24 Site Order Book**

A site order book must be maintained and always be available at site to record the instructions by the Architect or his representative. The contractor must see that the instructions noted therein are properly carried out.

**4.25 Delay in obtaining materials supplied by the Employer**

If the Employer has undertaken to supply any material specified in the special conditions at rates and conditions cited therein, the contractor shall keep himself in touch with day to day position regarding the supply of materials from the Employer and so adjust the progress of the works that labour may not remain idle nor there be any other claim due to or arising from delay in obtaining the materials.

**4.26 Record of materials supplied by the Employer**

The contractor shall maintain an account of different materials obtained from the Employer for executing the works under the contract. The Employer/Architect shall have the power to check the position of materials at all times and verify stocks as and when desired.

**4.27 Safe storage of materials**

The contractor shall be responsible for the safe storage of materials supplied by the Employer for execution of the works. Surplus materials or materials lost or damaged or unaccounted for or made unserviceable by the contractor shall be charged at the prevailing market price.

**4.28 Transport of materials**

Unless otherwise specified, all the materials supplied by the Employer shall be transported by the contractor from the employers' store/yard, to the site of work at no extra cost.

**4.29 Site to be kept clear**

The surplus spoil and dismantled debris shall be removed to a place as directed by the Architect and stacked, levelled and dressed as directed.

**4.30 Conflict in meaning between schedule of rates and specifications**

The schedule of rates shall be read in conjunction with the specifications, and in the event of conflict in meaning between the two, the corresponding item in the schedule shall always have precedence over the specifications.

**4.31 Conflict in meaning between general conditions of contract and the terms and conditions**

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In case of any inconsistency between the General conditions of contract and the special conditions, the special conditions of contract shall have precedence over the General Conditions.

## **5. LABOUR**

### **5.1 Labour Rules**

In respect of all labour directly or indirectly employed on the works by the contractor, the contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislations and rules of the State and/or Central Government or other local authority, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment/lay off, compensation and all other matters involving liabilities of employers to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor's obligation under the contract.

### **5.2 Reporting accident of labour**

The contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring to the authorities concerned required as per law and to the Employer/Architect or his representative and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

### **5.3 Provision of workmen's compensation act**

The contractor shall at all times indemnify and keep indemnified the Employer against all claims for compensation under the provisions of the workmen's compensation act 1923 or any other law for the time being in force by or in respect of any workmen employed by the contractor in carrying out the contract and against all costs and expenses or penalties incurred by the Employer in connection therewith. In every case in which, by virtue of the provisions of the said act, the Employer is obliged to pay compensation to a workmen employed by the contractor in executing the works, the Employer shall recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Employer under the said act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any due by the Employer to the contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to the Employer in law. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

### **5.4 Accident or injury to workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereof.

**5.5 Provision of mines Act**

The contractor shall observe and perform all the provisions of the Mines Act 1952 where applicable or any statutory modifications thereof and shall indemnify and keep indemnified the Employer from and against any claim under the said Act.

**5.6 Preservation of peace**

The contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works.

**5.7 Age limit of labour**

The age limit for employment of labour shall be in strict accordance with the existing labour legislations.

**5.8 Return of labour employed**

The contractor, if required by the Architect, shall submit return in detail in such form and at such interval as the Architect may prescribe showing number of different classes of labour employed on the works from time to time by the contractor.

**5.9 Observance by sub-contractors**

The contractor shall be responsible for the observance of the provisions of aforesaid Clauses by the sub-contractors' employed by him in the execution of the contract.

**6.0 MATERIAL TESTS AND WORKMANSHIP:**

**6.1 Quality of materials, workmanship and tests**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Architects or his representative's instructions and shall be subjected from time to time to such tests as the architect or his representative may direct at the place of manufacturer or fabrication or on the site at all or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining measuring, and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Architect or his representative.

Contractor shall submit a quality assurance plan for approval of the Engineer-in-charge, before start of work.

The Contractor shall maintain a testing lab with the following minimum testing facilities:

- a) Concrete cube testing machine.
- b) 15 CMS cubes (15 sets)
- c) Sieves of various sizes (2 sets) for testing concrete aggregates.
- d) Weighing Balance.
- e) Slump Cone (2 nos)
- f) Measuring Jars (6 nos).

The above testing facilities are minimum to be maintained, but shall not be restricted to the above list only. Whenever further test are to be required by Client/Architect/Engineer-in-charge the contractor would get these tests conducted in authorized testing laboratory at their own cost. No extra claim to this effect shall be entertained. The testing laboratory with all facilities shall be established within 15 days of place of letter of Intent.

**6.2 Construction of prototypes or samples of work**

a) The contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the Architect. Such prototypes or samples of work, after approval by the Employer/Architect shall serve as the standards to be achieved in the final construction.

b) **Mockup room** : Contractor has to prepare a mockup room as per the items selected by Employer /Architect. The finishing of all items shall be approved, so that desired finishing/quality shall be maintained in other rooms as well.

**6.3 Cost of samples**

All samples shall be supplied by the contractor at his own cost.

**6.4 Cost of tests**

The cost of making any test as per specifications shall be borne by the contractor and contractor should arrange for all requirements like cubes etc. to take the samples by Employer/Architect.

**6.5 Inspection of operation**

The Employer/Architect or their representative or any person authorised by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

**6.6 Examination of work before covering up**

No work shall be covered up or put out of view without the approval of the Employer/Architect or their representative and the contractor shall afford full opportunity to the Architect or his representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the architects' representative wherever any such work or foundations is or are ready or about to be ready for examination and the Architects' representative shall without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

**6.7 Uncovering and making openings**

The Contractor shall uncover any part or parts of the works or make openings in or through the same as the architect may not from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the architect. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 6.5 hereof and are found to be executed in accordance with the contract the expenses of uncovering making openings in or through, reinstating and making good the same shall be borne by the Employer, but in any other case all such expenses shall be borne by the contractor and shall be recoverable from him by the Employer and deducted by the Employer from any moneys due or which may become due to the contractor, without prejudice to any other remedy that may be available to the Employer in law.

**6.8 Removal of improper work and materials**

The Employer/Architect or his representative shall during the progress of the works have power to order in writing from time to time.

a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the architect or his representative are not in accordance with the contract.

- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution (notwithstanding a previous test thereof or interim payment therefore) of a work which in respect of materials or workmanship is not in the opinion of the Architect or his representative in accordance with the contract.

#### **6.9 Suspension of work**

The contractor shall, on the written order of the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall, during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Employer.

#### **7.0 TIME OF COMPLETION, AND TAKING OVER :**

##### **7.1 Possession of site**

Save in so far the contract may prescribe the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Architect shall give to the contractor possession of so much of the site as may be required to enable the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with such reasonable proposals of the contractor as he will make in writing to the Architect and shall, from time to time as the work proceeds give the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with construction of the works in accordance with the said programme or proposal.

##### **7.2 Time of completion**

The whole of the works shall be completed within the time stipulated or within such extended time as has been allowed under clause 7.3

##### **7.3 Extension of time of completion**

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the contractors' request for extension of time for the completion of the works the Architect shall determine the amount of such extension and shall intimate the contractor in writing. Provided that the Architect is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submitted to the Architect full and detailed particulars of any request to the extension of time to which he may consider to be justified.

##### **7.4 Extension of completion time due to strike, fire etc.**

If in the opinion of the Employer/Architect the progress of the work has at any time been delayed by strikes, fire inclement weather, unavoidable casualties etc. beyond the control of the contractor, then the time of completion of the work may be extended for such reasonable time as the Architect may decide and this will be indicated in writing.

##### **7.5 Work treated as complete**

The works shall not be treated as complete until,

- i) The site is clear from all materials, site shed etc. and the Employer/Architect is satisfied with the job done by the contractor.
- ii) The contractor has submitted the reconciliation statement regarding the stores received from the Employer, and all the surplus and salvaged materials are returned to the employers' stores, and the Employer has agreed to the same.
- iii) All equipment, tools, plants etc. taken from the Employer have been returned by the contractor.
- iv) Any other material, taken on loan/transfer from other agency have been returned by the contractor.
- v) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.
- vi) Rectifications of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.

#### **7.6 Taking over**

After completion of works or any substantial part of the works before the completion of the whole of the works, the contractor shall notify the Architect in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Architect and occupied or used by the Employer or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part, that is, such period shall commence from the date of completion of such part of the works as certified. The works in whole or part shall not, however, be treated as completed for the purpose of other relevant Clauses hereof unless and until the provisions of Clause 7.5 hereof are fully complied with.

#### **7.7 Maintenance**

For a period of twelve months commencing immediately after completion of the work by Contractor, the contractors' liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractors approved by the Employer ( under clause 2.1 & 2.2 ) arising solely from faulty material or workmanship or for any other reason.

If it is necessary for the contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of six months, whichever may be later. If any defects be not remedied within a reasonable time the Employer may proceed to do the work at Contractors' risk and expense, but without prejudice to any other rights, which the Employer may have against the contractor in respect of such defects.

The contractor shall bear the cost of such repairs/rectifications carried out on his behalf at site. Immediately upon expiry of the maintenance period the Employer shall issue a final certificate indicating that the contractor has completed his obligation under the contract.

The decision of **SANT NAGPAL PUBLIC SCHOOL AT SHRI ADYA KATYAYANI SHAKTI PEETH MANDIR TRUST, CHHATTARPUR, NEW DELHI 110074** /their authorized representative's view

regarding workmanship shall be binding on the Contractor and Contractor has to abide by the decision.

The deduction of expenditures for rectification shall be made from the security deposit of the Contractor, in case Contractor does not attend the problem in a reasonable time.

## **8. TERMINATION OF CONTRACT :**

### **8.1 Termination of contract**

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress on any particular item or items is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slow on any particular item or items of work, the Employer shall have the right to execute this item or items through another agency or agencies, including its own department at the cost and risk of the Contractor.

### **8.2 Back charging the contractor**

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department shall be debited to contractors' account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

## **9. ALTERATIONS, ADDITIONS, AND OMISSIONS:**

### **9.1 Variation:**

The Employer/Architect shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality of kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and,
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way initiate or invalidate the contract but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

### **9.2 Order for variations to be in writing**

No such variation shall be made by the contractor without an order in writing of the Architect, provided that no order in writing shall be required for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the Schedule of quantities which are estimates. In such cases, the contractor shall be paid only for the actual quantity of work done as certified by the Architect at the accepted unit item rates and no compensation shall be allowed. Provided also that if for any reason the Architect shall consider it desirable to give any such order verbally, the contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Architect, which shall be deemed to be an order in writing within the meaning of this Clause.

### **9.3 Extra Items**

Please refer Clause No.1.26 on Page No.5

### **9.4 Rebate/extra over original item**

If there is a deviation in the specification of particular item of the tender, rebate/extra over the quoted rate shall be generally derived as follows: -

For items not covered in the schedule, rebate/extra shall be derived based on observation/analysis of labour and materials involved in such items.

### **9.5 Items of Ad-hoc nature**

The contractor shall procure necessary materials and carry out miscellaneous work of ad hoc nature specifically provided with necessary tools and tackles as may arise during execution of the contract. The actual quantum of work shall be certified and settled by the architect and payment for the same shall be decided by the Employer/Architect.

### **9.6 Claims**

The contractor shall send to the Architect's/Employer's representative an account, giving full and detailed particulars with proper analysis, of all claims for any additional expense to which the contractor may consider himself entitled and of all extra items of work ordered by the Architect, which he has executed, within one month of execution of such work, and no claim for payment for any such work will be considered which has not been included in such particulars. Provided always that the Employer/Architect shall be entitled to authorize payment to be made for any such work notwithstanding the contractors' failure to comply with this condition, if the contractor has at the earliest practicable opportunity notified the Employer/Architect in writing, that he intends to make a claim for such work.

## **10.0 MEASUREMENTS:**

### **10.1 Quantities**

The quantities set out in the Schedule of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfillment of his obligation under the contract.

### **10.2 Works to be measured**

The Architect shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract. He shall when he requires any part or parts of the works to be measured, give notice to the contractors' authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Architect or his representative



in making such measurement, and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Architect or approved by him, shall be taken to be the contract measurement of the work. If the contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct. If, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within fourteen days of such examination, lodge with the Architects' representative for decision by the Architect, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

### **10.3 Method of measurement**

The works shall be measured net in accordance to IS:1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

### **10.4 Provisional sums**

"Provisional Sum" means a sum include in the contract and so designated in the Schedule of quantities for execution of works or the supply of goods, material or services or for contingencies, which sum may be used, in whole, or in part or not at all, at the direction of discretion of the Architect. The contract price shall include only such amounts in respect of the work, supply or services to which provisional sums relate as the Architect shall approve or determine.

The contractor shall when required by the Architect, produce all quotations, invoices, vouchers, and accounts or receipts in connection with expenditure in respect of provisional sums

## **11.0 SETTLEMENT OF DISPUTES:**

### **11.1 Matter to be settled by Employer**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Employer and the Employer shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decisions, directions, clarifications, measurements, drawings and certificates with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Employer or by the Consultant on behalf of the Employer are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceeding in or about the same or on any other ground or for any reason and shall be without Appeal.

**11.2** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, but except in any of the accepted matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters, may demand in writing that the dispute or difference be referred to arbitration.

## **12.0 ARBITRATION**

- 12.1 All disputes or differences in respect of any matter relating to or arising out of this Agreement between Employer & tenderer will be settled amicably and if the same is not resolved amicably, will be settled at New Delhi by Arbitration in accordance with Rules of Arbitration of Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be final and binding on the parties. The venue of arbitration will be New Delhi.
- 12.2 The contractor shall not, except with the consent in writing of the Employer, or the Consultant, in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the arbitration is given, abide by the decision of the Consultant and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Consultants' instructions with regard to the actual carrying out of the work except as specifically affected by such award.

### **13.0 SAFETY EQUIPMENT**

- 13.1 All necessary personal safety equipment as considered adequate by the Consultant shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned, such as:
- 13.2 Worker employed in mixing asphaltic material, cement and lime mortar/concrete shall be provided with protective footwear, hand gloves and goggles.
- 13.3 Worker engaged in handling materials, which is injurious to eyes shall be provided with protective goggles.
- 13.4 Worker engaged in welding works shall be provided with protective eye shield.
- 13.5 Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiency safe intervals.
- 13.6 When workers are employed in sewers and manholes which are in use the Contractor shall ensure that manhole covers are open at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
- 13.7 When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid.

### **14.0 FORCE MAJEURE**

- 14.1 The term "Force Majeure" shall herein mean riots (other than among the Contractor's Employees), Civil Commotion (to the extent not insurable), war, invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Parties have no control and are accepted as such by Employer, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party effected by and to the extent of such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause. No party shall be burdened with any liability or permitted to make any gain or profit from any consequences under the Agreement, which flow or result from Force

Majeure. It is specifically agreed that any strike, total or partial, tool down strike, gherao or any other agitating action of the workers employed by the Contractor shall not be construed as an event of Force Majeure. Insufficiency of funds on part of the Contractor shall not be construed as an event of Force Majeure.

14.2 In case of any strike, total or partial, tool-down strike, gherao, or any other agitating action of the workers employed by the Contractor extend for more than 15 days, Employer will be free to take any of the following action:-

- a) Make a settlement with workers with the help of District Authorities in consultation with the Contractor, cost of such settlement will be borne by the Contractor.
- b) Reduce the scope of the work of the Contractor and allot it to any other Contractor.
- c) Take any other action as per the terms and conditions of the Agreement.

14.3 In the event of any negotiation or settlement process, Employer shall not be the party. Outcome of such settlement process shall be at the risk and cost of the Contractor without having any effect in the terms and conditions of the Contract.

14.4 In the event of a prolonged agitation, on the specific request, if deemed fit, Employer may provide limited necessary assistance and guidance to resolve the disputes between the Contractor and labour. Provided such limited assistance or guidance shall not result in financial implication on Employer.

## **15.0 EXTENSIONS**

15.1 However if the work is delayed on account of:

- I) Increase in the quantity of work to be done under the Agreement
- II) Force Majeure
- III) Any other cause which, in absolute discretion of Employer, is beyond the Contractor' control;

then immediately upon the happening of any such event as aforesaid, the Contractor shall inform Employer accordingly, but the Contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which they may consider themselves eligible under the Agreement, within fourteen days of the date of happening of any such events as indicated above.

15.2 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the Contractor in writing, Employer may give a fair and reasonable extension of time, after taking into consideration the nature of the Works delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, Employer may, at their sole discretion and with due regard to the event, grant fair and reasonable extension of time.

15.3 Such extensions, if admissible, shall be communicated to the Contractor by Employer in writing within one month from the date of receipt of such request or within one month of the occurrence of the event, but in any case before expiry of the term of the Agreement.

## **16.0 NOTICES**

**PC DESIGNS PVT LTD**

**16.1 Service of notice on contractor**

All certificates, notices or written orders to be given by the Employer or by the Consultant to the Contractor under the terms of the contract shall be served by sending by Registered Post or delivering the same to the contractor's place of business or such other address as the contractor shall nominate for this purpose.

**16.2 Service of notice on Employer**

All notices to be given to the Employer under the terms of the contract shall be served by sending by post or delivering the same to the Employers' address.

**16.3 Running Account Bill Format**

Contractor shall submit the RA Bill as per attached Annexure of RA Bill format for work done at site.