



**SRI GURU NANAK DEV KHALSA COLLEGE**  
**(UNIVERSITY OF DELHI)**  
**NAAC Accredited B++**  
**Dev Nagar, New Delhi-110005**

Phone: **28729399** Fax: **011-28728909** E-mail: **principal@sgndkc.du.ac.in**

Ref. No: **SGND/ADMN/19/8037**

Date: **16/09/2019**

**Notice Inviting e-Tender**

Item rates e-tenders in two bid system (Technical Bid and Financial Bid) are invited by the Principal, Sri Guru Nanak Dev Khalsa College for Civil, Plumbing and Electrical works pertaining to the construction of Building at Sri Guru Nanak Dev Khalsa College, University Of Delhi, Dev Nagar, New Delhi from reputed building contractors.

**Eligibility Criteria**

- a) Submission of Completion Certificate of similar works of the following building types: Residential, Educational, Hospitality or Healthcare, having completed three similar works costing not less than Rs. 1.4 crores or two similar works costing not less than Rs. 2.0 crores or one similar work costing not less than Rs. 2.7 crores in the last seven years.
- b) Submission of Annual Turnover Certificate of Rs. 1.5 crores or more during the last three years.

Tender document can be downloaded from the college website <https://www.sgndkc.org> & CPPP (Tender ID: 2019\_DU\_50322\_1) from 17/09/2019 to 12/10/2019. Downloaded e-tender shall be uploaded with copy of DD of Rs. 3000/- in favour of "Principal, Sri Guru Nanak Dev Khalsa College" (non-refundable).

**Important details and dates**

Approximate cost of work	<b>Rs. 3,40,00,000/-</b>
Earnest money (EMD)	<b>Rs. 6,80,000/-</b> (Vide DD in favour of "Principal, Sri Guru Nanak Dev Khalsa College". Copy to be uploaded with tender and original to be submitted in the office of Principal SGNDKC by 07/10/2019 at 03:00 pm)
Start Date of Downloading of Tender Document	From 17/09/2019 at 10:00 am
Last Date of Download of Tender Document	By 12/10/2019 at 03:00 pm
Last Date of Receipt of E-Tender Documents	By 12/10/2019 at 03:00 pm
Date of Opening of Technical Bid	By 15/10/2019 at 03:00 pm
Date of Opening of Financial Bid	Will be communicated to the prequalified contractors

## Important terms and conditions for the tender


1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.
2. The Bidder should upload the scanned copies of all the documents during online bid submission. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection. This will not apply in case of registered partnerships or limited company.
4. Bidder who has downloaded the tender from the 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 Bidder is liable to be banned from doing business with Sri Guru Nanak Dev Khalsa College, University of Delhi.
5. Intending Bidders are advised to visit College website <https://www.sgndkc.org/> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
6. *Mode of payment for tender fee:* The bidder shall furnish the tender fee of **Rs.3000/-** in following manner:-  
The tender fee in the event of uploading on website should be paid in the form of Crossed Demand Draft / Bankers Cheque issued by any Nationalized / Scheduled Bank in favour of Principal, Sri Guru Nanak Dev Khalsa College, payable at Delhi.  
The tender fee is non-refundable & non-transferable.
7. The above draft / banker's cheque should reach the Office of Principal, Sri Guru Nanak Dev Khalsa College by post or in person on or before 12/10/2019 by 03.00 pm.



8. BID Security / EMD: The bidder shall furnish the bid security / EMD of Rs.6,80,000/- in following manner:-  
Demand Draft / Banker's Cheque issued by any Nationalized/Scheduled Bank drawn in favour of Principal, Sri Guru Nanak Dev Khalsa College, payable at Delhi.  
The draft / banker's cheque should reach the Office of Principal, Sri Guru Nanak Dev Khalsa College by post or in person on or before 12/10/2019 by 03.00 pm.
9. Sri Guru Nanak Dev Khalsa College, New Delhi will return the earnest money where applicable, to every unsuccessful Contractor without any interest.
10. Bids will be opened as per date/time as mentioned above. After online opening of Technical-Bid the results of their qualification as well as Price-Bid will be intimated later.
11. A contractor shall submit the Tender which satisfies each condition laid down in this notice, failing which the Tender will be liable to be rejected.
12. Sri Guru Nanak Dev Khalsa College, New Delhi does not bind itself to accept the lowest or any tender or to give any reasons for their decision.
13. Sri Guru Nanak Dev Khalsa College, New Delhi reserves the right of accepting the whole or any part of the Tender and Contractor shall be bound to perform the same at his quoted rates.
14. The works are required to be completed within a period of Twelve months from the date of commencement.
15. The date of commencement shall be from the 10<sup>th</sup> day after the date on which the Architect/Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site whichever is later.
16. The work shall be carried out in accordance with the phasing plan approved by the college authorities to avoid disturbance to the normal working of the College. The site is expected to be handed over immediately. The contractor will prepare and submit a Phasing Plan with Bar Chart of all construction activities with targeted dates of completion for all the construction activities and get it approved from the college authorities.
17. Submissions of the Tender by the Contractor implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.

## DOCUMENTS TO BE UPLOADED IN TECHNICAL BID

1. Company Registration Certificate
2. Complete company profile
3. Valid GSTN copy
4. PAN Card Copy
5. EMD of **Rs. 6,80,000/-** (Scanned and uploaded. Original to be submitted to Principal SGNDKC)
6. Tender document DD of **Rs. 3000/-** (non-refundable)
7. Turnover certificate
8. 3-year ITR of the company
9. Experience proof documents (completion certificates /govt. work orders)

  
**Dr. Gurmohinder Singh** 16/9/19  
(Oftg. Principal)



## GENERAL CONDITIONS OF CONTRACT

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

1. The site: shall mean the site of contract work at Sri Guru Nanak Dev Khalsa College, New Delhi.
2. Sub-Contractor: includes those who have a direct contract with the Contractor.
3. Notice: written notice shall be deemed to have been served if delivered in person to a member of the Contractors firm.
4. Owner: Principal, Sri Guru Nanak Dev Khalsa College, New Delhi.
5. Work: the term "work" includes both labour and material of the Contractor/Sub-Contractor.
6. Time limits: time limits or 12 months stated in the contract are essence of the contract.
7. Law: Law of the place of work shall govern the construction under this contract.
8. Virtual completion: Date of virtual completion is the date when the construction is sufficiently completed in accordance with the contract documents, including modifications, if any.
9. Contract documents: shall consist of the following
  - a) Articles of agreement
  - b) General and special conditions of contract
  - c) Technical specifications
  - d) Bills of quantities

### TYPE OF CONTRACT

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

## SCHEDULE OF QUANTITIES

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

## CONTRACT DRAWINGS

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

## ARCHITECTS INSTRUCTIONS

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

## SCOPE OF WORK OF CONTRACTOR

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

- a) Setting out of the works in respect of position, level dimensions, alignments, etc. including establishment of bench marks, survey reference points, etc.
- b) Clearance of the site.
- c) Site levelling /terracing within the limits as shown in the drawings or as directed by the Engineer In charge.

- d) Disposal of debris, excavated materials, etc. as per the instructions of the Engineer In-Charge
- e) Testing of water, soil and concrete. And any other test as required by CPWD norms
- f) Pumping out rain water/underground water from foundations, excavations and drainage of surface water from work site.
- g) All scaffolding, shorting, centring, shuttering works, etc.
- h) Running and maintenance of all construction plants and equipment, tools and tackles, etc. All temporary /enabling works such as approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet blocks, labour camp, fencing, etc.
- i) All temporary /enabling works such as approach road to the site, water supply, drainage and sewerage, power supply including diesel generator set, temporary offices, stores, construction yard, canteens, toilet blocks, labour camp, fencing, etc.
- j) Protection and maintenance of trees, shrubs, green and other surfaces as instructed by the Engineer In charge.
- k) Any other work required in connection with the execution of the contract work.

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

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

#### SAMPLES AND SHOP DRAWINGS

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

#### PROGRESS CHART

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



network has been worked out and their commencement, duration and completion shall be subject to the approval of the OWNER

#### ACCESS FOR ARCHITECT/ENGINEER TO THE WORKS

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

#### ARCHITECTS STATUS AND DECISIONS

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

The Architect may in his absolute discretion from time to time, issue further drawings, details, written instructions, written decisions and written explanations regarding: -

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

#### ENGINEER INCHARGE

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

### CONTRACTORS FIELD ORGANIZATION AND EQUIPMENT

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

### TAXES

Sales-tax/VAT, GST, purchase tax, turnover tax, income tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Sri Guru Nanak Dev Khalsa College will not entertain any claim whatsoever in respect of the same.

### STATUTORY OBLIGATIONS

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

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

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

- f) Factories Act 1948
- g) Apprenticeship Act 1961

### SUB CONTRACTOR

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

### MEASUREMENT OF WORK

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

### REJECTION

If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfill the requirements of the agreement, the Engineer In-Charge shall give the CONTRACTOR notice in writing setting-forth of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement.

Any materials, equipment, etc. brought to the site and found to be not in accordance with the agreement, shall be rejected by the Engineer In-Charge and the CONTRACTOR shall remove the materials from the site within the period specified by the Engineer In-Charge.

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



## CERTIFICATES OF PAYMENTS

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

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

## CLAIM FOR EXTRA

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor will submit rates, supported by rate analysis, for the work and the engineer-in-charge shall within one month of the receipt of the rates supported by rate analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

## DEDUCTION FOR UNCORRECTED WORK

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

## FLUCTUATIONS

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

## POSSESSION BEFORE VIRTUAL COMPLETION

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

## TIME EXTENSION

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

## INSPECTION AND TEST

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

The CONTRACTOR shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection /testing

## RESPONISBILITY OF COMPLETION

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

elements of labour and materials necessary to complete the items of work in all respects.

#### DAMAGES FOR NON-COMPLETION

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

#### LIQUIDATED DAMAGES FOR DELAY

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

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

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

#### VIRTUAL COMPLETION CERTIFICATE AND DEFECTS LIABILITY PERIOD

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

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

#### MAINTENANCE GUARANTEE / DEFECTS LIABILITY PERIOD

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

- a) The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other defects.



- b) The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in Article (a) during the maintenance guarantee period.
- c) The CONTRACTOR shall, if required by the ENGINEER IN CHARGE, search for the causes of any defects, imperfection or fault under the direction of the ENGINEER IN CHARGE. The cost of such search shall be borne by the CONTRACTOR.
- d) At intervals specified by the ENGINEER IN CHARGE the CONTRACTOR, along with the ENGINEER IN CHARGE, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the CONTRACTOR shall take immediate steps to rectify the same, failing which; the ENGINEER IN CHARGE may get the defects rectified at the risk and cost of the CONTRACTOR.
- e) At the end of the maintenance guarantee period, the CONTRACTOR, along with the ENGINEER IN CHARGE, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the ENGINEER IN CHARGE. If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the ENGINEER IN CHARGE and the CONTRACTOR shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.
- f) Upon successful completion of the maintenance guarantee period, the OWNER shall issue final acceptance certificate to the CONTRACTOR.

#### PAYMENT WITH HELD

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

#### INJURY TO PERSONS

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

## INSURANCE

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

## INSURANCE AGAINST FIRE

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

## COORDINATION OF WORK

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

## LABOUR

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

## SAFTEY

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

## ANTIQUITIES

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

## GUARANTEE

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

### TREES AND SHRUBS

The Contractor shall protect trees and shrubs designated by the Owner/Architect/ Engineer-in-Charge from damage during the course of work

### PERFORMANCE GUARANTEE

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

### ARBITRATION

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

### LIQUIDATION

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

- a. Give such receiver the liquidator or other person the option of carrying out the performance under the Agreement, subject to the receiver, liquidator or other person providing a guarantee up to an amount to be agreed upon by the OWNER and such receiver liquidator or other person for the due and faithful performance of the CONTRACTOR's obligations under this Agreement, or
- b. If the receiver, liquidator or other person fails within 30 (thirty) days to exercise the option to carry out performance of the Agreement then the OWNER may terminate the Agreement and give notice in writing to the CONTRACTOR or to the receiver, liquidator or to any person in whom the Agreement may have become vested.



## TERMINATION OF CONTRACT

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

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

## SPECIAL CONDITIONS

1. The work shall be carried out as per specifications in the Tender schedule/latest C.P.W.D. Specifications and IS code, along with the correction slips; issued up to date of acceptance of Tender in case of doubt the decision of the Architect shall be final and binding on the Contractor.
2. The Contractor shall carryout the work in stages as to cause minimum disturbance to the working of Sri Guru Nanak Dev Khalsa College, New Delhi and other organizations. He shall be responsible for any damage to the equipment or structures, injury to the personnel during the progress of the work and he shall be liable to pay compensation as may be decided by the Principal or his authorized representative in respect of such damages /injuries.
3. The serviceable materials out of the dismantled materials if any will be the property of the college and properly stacked by the Contractor as directed by the Engineer-in-charge. Decision of principal or his authorized representative on the service-ability of the dismantled materials shall be final and binding on the Contractor.
4. All labour Employed by the Contractor shall be covered by the workman's compensation act. Any death, injury or mishap to the workmen of the Contractor will entirely be the Contractor's responsibility and the College, shall not be liable to pay any damages for the same.
5. Contractor shall take adequate safety precautions to avoid any accident etc. at site. Shall erect proper barricades, sign boards, lights, etc. shall provide safety belts, safety shoes, head gears (helmet I.S.I standard) and shall be fully responsible for any criminal & civil liabilities. All safety arrangements are to be made by contractor at his own cost.
6. No labour or material rate escalation claims will be entertained from the contractor as this work has to be completed within 12 months from the date of commencement of work at site.
7. Rates quoted shall be applicable equally to all floors and shall include all lifts and leads. No extras on this account shall be payable.
8. Water and electricity shall be arranged by the Contractor. In case it is available, the same can be provided by the College authorities at one point. A recovery @ 1 % for providing electricity and 1% for providing water shall be made by the college authorities on gross value of work done by the contractor.

9. Rates quoted by the contractor shall be inclusive of all items of work listed below and Any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the work shall be executed / provided/ rendered by the CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects
10. Contractor shall submit only computerized Bills supported with computerized measurement sheets in A4 size hard copy prints and soft copy in Microsoft Excel Format. Manual Handwritten bills or measurement sheets will not be accepted.
11. Labour Camp will be arranged by the contractor outside the college premises. Sri Guru Nanak Dev Khalsa College does not have space for labour camps inside its premises.
12. Principal Sri Guru Nanak Dev Khalsa College reserves the right to decrease the items of work, change the specifications of works or remove the entire section of work as may be deemed necessary to finish the works within the available budget.



### LIST OF APPROVED MANUFACTURERS for various items

S.No	ITEM	Approved Manufacturer
<b>A</b>	<b>CIVIL</b>	
1.	Cement	BIRLA, JK, LAXMI, AMBUJA
2.	Aggregate Sand	1 <sup>st</sup> Quality locally available
3.	Steel	TATA, SAIL
4.	White Cement	JK, BIRLA
5.	Tapecrete	FOCROC, ROFFEE
6.	Antitermite treatment	NOCIL
7.	Stone	Approved Sample
8.	POP	GYPSUM INDIA, SAKARNI
9.	Paint	ICI , BERGER , NEROLAC , DULEX
10.	Texture Paint	SPECTRUM , UNITILE , AEROTEC
11.	Malamine, Matt	SHALIMAR, ASIAN PAINTS
12.	Wood	Approved Sample
13.	Flush Shutter	KITPLY, MARINO
14.	Board and Ply	DURO, MARINO, GREEN PLY
15.	Laminate	MERINO, FORMICA, GREEN LAM
16.	MDF board	MERINO
17.	Soft board	SITATEX
18.	Veneer	DURO, DONER
19.	Aluminium Sections	JINDAL, HINDALCO
20.	Gypsum ceiling	GYPSUM INDIA
21.	Hardware (Heavy duty)	S STEEL OF APPROVED SAMPLE
22.	Dash Fastner	HILLTI
23.	Tiles	Orient, Kajaria, Nitco, SOMANY

**B PLUMBING**

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|----|-------------------|---------------------------|
| 1. | G.I. Pipe         | TATA 'B' CLASS            |
| 2. | G.I. Fittings     | UNIK                      |
| 3. | S.C.I. PIPE       | NICO OR APPROVED          |
| 4. | Chinaware         | HINDUSTAN, PARRYWARE      |
| 5. | C.P. Fittings     | PARKO OR APPROVED MAKE    |
| 6. | S.S. Kitchen Sink | JAYANA, NIRALI            |
| 7. | CPVC PIPE         | Astral Flowguard          |
| 8. | PVC PIPE          | SUPREME, POLYPACK, PRINCE |