



HANS RAJ COLLEGE

E-Tender Documents
For

*FINISHING OF LIFT LOBBY INCLUDING CONNECTING
PASSAGE OF LIBRARY BLOCK FOR HANS RAJ COLLEGE,
DELHI. .*

TECHNICAL & PRICE BID
DOWN LOADING OF TENDER : 22-02.2020 to 11.03.2020 before 1100 Hrs
DATE & TIME OF SUBMISSION: 11.03.2020 before 1100 Hrs
DATE & TIME OF OPENING: 12.03.2020 on 1100 Hrs

Caution

**Tenderers are requested to submit their Technical Bid & Price Bid
on line E-Tender in prescribed format.
Please ensure submission of EMD & Cost of tender with the Technical Bid**

Non-compliance of these instructions may lead to the rejection of tender

Prepared by:

Sheltera Consultants,
69, FF, South Pater Nagar Market,
New Delhi – 110 008

Issued by:-

Hans Raj College
Hans Raj Marg,
Delhi

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Issue Letter of E-Tender Document for :	FINISHING OF LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK, FOR HANSRAJ COLLEGE, DELHI.
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The set of the tender document containing the number of pages as indicated in the Index Sheet attached is issued to:

Name of Tenderer :

Address of Tenderer :

The fee for this set of E-Tender document is **Rs. 200/- (Rupees Two Hundred only)** non-refundable. The tender document is sold to the above party vide P.O / B.C / D.D. No. _____ dated _____.

Note: - Scanned copy of above should be uploaded and physically submitted to College before opening of Tender.

Yours faithfully,
for & on behalf of
Hans Raj College

PRINCIPAL

CHECK LIST FOR SUBMISSION OF OFFER

Name of work	FINISHING OF LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK, FOR HANSRAJ COLLEGE, DELHI.
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Tenderers are requested to duly fill-in this check list. The check-list, signed and stamped on each page by the person(s) signing the tender must be submitted along with the Technical & Price Bid of the tender and also ensure that all details/documents have been furnished as called for in this tender.

Tender document cost Rs. 200/- (Rupees Two Hundred only)	Amount (Rs.): by way of Demand Draft/ Banker's Cheque/ Pay Order in favour of Principal, Hans Raj College payable at N Delhi. Original to be submitted in College before opening of Bid and Scan copy to be uploading.	DD/BC/PO No. : Date : Issuing Bank :
EMD Rs. 15,000/- (Rupees Fifteen Thousand only)	Amount (Rs.) : by way of Demand Draft/ Banker's Cheque/ FDR in favour of Principal, Hans Raj College payable at N Delhi. Original to be submitted in College before opening of Bid and Scan copy to be uploading.	DD/BC/PO/FDR No. : Date : Issuing Bank :
Work Order Value. (Copies of qualifying similar work orders – executed along with completion certificates or any other proof certifying the executed value of the work as per NIT). Certifying agency shall not be below the rank of Executive Engineer.	PO / Work Order No.	
	of M/s	
	Completion value Rs.	
	PO / Work Order No.	
	of M/s	
	Completion value Rs.	

(E-Tender No. : HRC/Build/Tender/2019-20/10)

DESCRIPTION		YES / NO (In all the Blank space below please fill either Yes or No only)	REMARK
Power of Attorney / Authorization on Company's letter head in favour of person who has signed the offer.			Please enclose the self attested document such as : Declaration of proprietorship or Partnership deed or power of attorney etc.
GST Reg. No.		Enclose the self attested copy of registration certificate
PAN No.		Enclose the self attested copy of registration certificate
PF code No.		Enclose the self attested copy of registration certificate
ESI code No.		Enclose the self attested copy of registration certificate.
Whether blacklisted / put on holiday list of any Central /State Department, PSU's and Major Institutional / Industrial establishments			
Any deviation / exception to the tender conditions.			: Please fill the form on page 36 of SCC
All the documents furnished are readable / legible.			: Please ensure filling the tender in readable / legible form.
Original tender / Bidding document submitted along with addendum / corrigendum, if any.			: Please submit the complete tender document.
Proof of assured availability of required Machinery / equipment.			
Validity of offer up to 02 (Two) months from the date of opening of Technical bid.			: Please certify
All documents submitted signed on each page by authorized person.			: Please ensure signing of each page of tender.
All corrections properly attested by the person signing the bid.			: Please ensure signing the correction, if any.
Prices quoted strictly as per the price schedule enclosed with the tender document.			: Try to fill the price bid without correction / overwriting / repetition in both figure and words.

For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.

Stamp & Signature of Tenderer

*Technical Bid,
Hans Raj College, Delhi*

Signature & Stamp of Contractor

HANSRAJ COLLEGE

(University of Delhi)

NOTICE INVITING E-TENDER

The invites E- tender in Two bid system (Technical & Price Bid) applications from Govt. Registered (CPWD / PWD / MES / DDA / MCD / State Govt./ Contractor working in Delhi University/ Any Institution) and reputed contractor of financial standing of CPWD & above meeting the pre qualifying requirements for the follow work of:

1.	Tender No.	HRC/Build/Tender/2019-20/10
2.	Type of Bid	DOMESTIC COMPETITIVE BIDDING Under Two Bid System
3.	Name of Work	FINISHING OF LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK FOR HANS RAJ COLLEGE, DELHI.
4.	Time Schedule	45 days from date of handing over of site or 7 th day of date of issue of LOI or whichever is later.
5	Milestone Dates for Tendering	
i	Tender download Schedule	From 22-02.2020 to 11.03.2020 up to 1100Hrs on e-tender. Tender documents can be downloaded from the website https://eprocure.gov.in/eprocure/app during the above period.
ii	Last date of submission of Tender & EMD	11.03.2020 Up to 1100Hrs (EMD & Cost of tender should be submitted before opening of Bid in the Principal office, HansRaj college.
III	Last day of submitting bidder query	02.03.2020 on 12:40 Hrs
iv	Opening of Technical Bid	Tender (Technical) shall be opened on 12.03.2020 at 1100 Hrs or at a later date/time convenient thereafter. Date and time of Priced Bid opening will be communicated only to Technically qualify bidders.
v	Opening of Financial Bid	Will be intimated to the bidder online
vi	Bid Validity	60 Days from the last date of submission of the bid.
8.	Earnest Money Deposit (EMD)	18,000/- (Rs. Eighteen Thousand Only) by way of Demand Draft/ Banker's Cheque/ FDR in favour of Principal, Hans Raj College payable at New Delhi
9.	Pre-qualification Criteria (PQC):	The intending tenderers shall have to uploaded proof of their prequalification and construction work including retrofitted work experience along with the Part-I (Technical bid).
9.1	Value (SWO)	(i) One completed work having minimum value of Rs.

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A	executed by the bidder as main contractor for similar nature of work (during any of the last 3 years) ending on last day of the month immediately previous to the month in which last day of the bid submission falls.	7 Lakhs value with a maximum completion time of 2 Months in the last 3 years. OR (ii) Two completed work having minimum value Rs. 4.5 Lakhs with a maximum completion time of 1.5 Months in the last 3 years. OR (iii) Three completed work having minimum value Rs2.5 value with a maximum completion time of 1 Months <i>(The above value of completed works is exclusive of Service Tax / GST)</i>										
9.1 B	Similar nature shall be defined as	Civil Works and Finishing Works for Building										
10	Mode of Submission	Offer must be uploaded on e-tender website https://eprocure.gov.in/eprocure/app in before the last date & time of submission of tender. Offer submitted using any other mode will not be accepted										
11	Other Requirements	<table border="1"><tr><td>1</td><td>Independent ESI Code or undertaking for Independent ESI code in the Format given as Annexure to ITB.</td></tr><tr><td>2</td><td>Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department) for last 3 (three) financial years.</td></tr><tr><td>3</td><td>Copy of PAN card.</td></tr><tr><td>4</td><td>Certificate of Incorporation / Partnership deed / Proprietor ship affidavit.</td></tr><tr><td>5</td><td>GSTIN registration certificate</td></tr></table>	1	Independent ESI Code or undertaking for Independent ESI code in the Format given as Annexure to ITB.	2	Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department) for last 3 (three) financial years.	3	Copy of PAN card.	4	Certificate of Incorporation / Partnership deed / Proprietor ship affidavit.	5	GSTIN registration certificate
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2	Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department) for last 3 (three) financial years.											
3	Copy of PAN card.											
4	Certificate of Incorporation / Partnership deed / Proprietor ship affidavit.											
5	GSTIN registration certificate											
12	Tender Inviting Authority	Principal, Hans Raj College, Roshanara Road, New Delhi-110 007, Tel. : 011-27667747 e-mail: principal_hrc@yahoo.com										

GENERAL

Bidder to note the following before bidding:

- i) Offer from following types of bidder will not be accepted
 - a) Who are in the Holiday list of Delhi University
 - b) Who are under liquidation, court receivership or similar proceedings
 - c) Consultant or their subsidiary Company or companies under the management of consultant for execution of the same project for which they are working as consultant
- ii) Offer from Joint Bidders / Consortium will not be acceptable unless stated otherwise elsewhere in the tender document.
- iii) The subject work is indivisible and shall be awarded to single successful bidder unless stated otherwise elsewhere in the tender document.
- iv) Experience of only the bidding entity shall be considered. A work executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the tender.
- v) Detail work order qualifying for similar in nature as described including covering letter and schedule of rates and completion certificate containing executed value of similar nature of work as defined above shall be required. Completed value of work as mentioned in the completion certificate shall be considered for evaluation against single/ multiple work order value required under PQC, however where the executed value is not mentioned in the completion certificate, the copy of certified bill shall also be acceptable for determining value if submitted along with completion certificate. Certifying agency shall be below the rank of Executive Engineer.
- vi) The offers with incomplete /irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
- vii) Relevant supporting documents towards other requirements specified are also to be uploaded along with Technical bid failing which bid is liable for rejection.
- viii) The completion certificate, submitted by the bidder shall separately indicate the service tax / GST amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

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- ix) Hans Raj College reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
- x) Though negotiations with L1 bidder. Or any other bidder are avoidable as per CVC guidelines, considering the public nature of the project being taken up college, if need be in the greater interest of the project, The Principal HansRaj College reserves the right to negotiation with L1 or any other bidder, No objection shall be entertained in case of any negotiation is taken into consideration for appointment of right agency at the right cost.
- xi) Financial bid shall be evaluated in terms of lowest over- all offer and the agency qualifying on this merit shall be treated as L1 bidder. Qualifying as L1 bidder does not grant any right to the bidder. The Principal Hansraj Collage reserves the right to accept /reject any/ all bidders including the L1 bidder.
- xii) Bidders are to quote their most competitive rates. Negotiations will not be conducted with the bidders as a matter of routine. However, Principal HansRaj College reserves the right to conduct negotiations.
- xiii) All communication will be made through e-Tendering web site (www.eprocure.gov.in/eprocure/app). However, Hans Raj College reserve the right to take cognizance of the communication made outside e- Tendering Portal under exceptional circumstances.
- xiv) Bidder cannot make any claim against Hans Raj College towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
- xv) Bidder should make sure that their priced bid (Part-II/BOQ) contains only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid (Part-II/BOQ).
- xvi) After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice after the issue of the tender enquiry.
- xvii) Offers not meeting statutory requirement are liable for rejection.
- xviii) Bidders are advised to visit Announcement section/ Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender Portal before bidding.
- xix) Notwithstanding any other condition /provision in the tender documents, in case of ambiguity or incomplete documents pertaining to pre-qualification criteria (PQC), bidders shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents

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in support of meeting the pre-qualification criteria (PQC). In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder's tender is liable to be rejected. However, Hans Raj College reserves the right to make any further queries.

- xx) Refer ITB of the tender document /Special Instruction to Bidder (SITB) of e-tender web site for more details.
- xxi) Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on our website: <https://eprocure.gov.in/eprocure/app> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by Hans Raj College shall make bid liable for rejection.
- xxii) Hans Raj College does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder.
- xxiii) Conditional tender shall not be accepted. The Principal HansRaj College reserves the right to reject any or all of the tender without assigning any reason thereof.
- xxiv) **TENDER COST & EMD :**
- Scanned copy of Tender cost & EMD must be submitted online by Indian bidders. Tender Cost & EMD in the form of Demand Draft/ Banker's Cheque/ FDR in favour of Principal, Hans Raj College will be accepted only. Tenders without Earnest Money are liable to be rejected.
 - Wherever applicable, scanned copy of EMD Instrument (i.e. Demand Draft/ Banker's Cheque/ Pay Order in favour of Principal, Hans Raj College etc.) must be uploaded along with offer & original of EMD format should reach to the office of tender issuing authority in sealed envelope super-scribing tender name, tender number, date of opening and bidder's name before the deadline of submission.

**PRINCIPAL
HANS RAJ COLLEGE**

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. In financial bid to be submitted in .xls file or PDF as per the file specification given in the tender.
3. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
4. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

SPECIAL INSTRUCTION TO BIDDERS

SCOPE OF WORK:

- Demolishing existing brick work & Lintel beam above main Entrance Door (Near Lift) as per Drawing.
- Removing existing main Entrance door (Near Lift) as per Drawing.
- Cutting & Fabricating existing wall (Puff) paneling above Entrance door (Near Lift Area) as per Drawing.
- Construction of RCC slab for false Raised floor of connecting passage at Third floor as per Drawing.
- Construction of RCC slab for false Raised floor of connecting passage at Third floor as per Drawing.
- Providing & Fixing flush door shutter at Main Entrance (Near Lift) as per Drawing & specification.
- Construction of Ramp & steps finish with Granite stone at Main Entrance at Third floor as per Drawing.
- Ramp & steps finish with Granite stone of Main Entrance at Third floor as per Drawing.
- Providing & fixing SS Hand rail & railing at ramp for multipurpose Hall at Third floor as per Drawing.
- Providing & fixing Vitrified floor tiles in Lift Lobby of Gr. Floor, F. Floor, S. Floor & T. Floor as per Drawing.
- Providing & fixing Vitrified floor tiles in connecting passage at Third floor as per Drawing & specification.
- Providing & fixing Ceramic wall tiles of Lift Lobby Gr. Floor, F. floor, S. Floor & T. Floor as per Drawing.
- Providing & fixing Granite on front wall at Lift Lobby Gr. Floor, F. floor & T. floor as per Drawing.
- Providing & fixing fixed Aluminum Glazing at Lift Lobby F. floor, S. floor & Third floor as per Drawing.
- Providing & fixing fixed Aluminum grill at Lift Lobby F. Floor, S.Floor & Third floor as per Drawing.
- Gap fill between wall & step on Existing LHS Steps at Third floor as per Drawing & specification.
- Existing LHS Steps finish with Kota stone at Third floor as per Drawing & specification.
- Removing Existing Casette AC Indoor Unit at Second floor as per Drawing.

- 1.0 The scope of work shall be **FINISHING OF LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK FOR HANS RAJ COLLEGE, DELHI** and shall consist of all the jobs Civil work as per item description in **Schedule of Rates (SOR)** and all other jobs required to complete the work.

The validity period for the rates quoted shall be Two (2) months. On account of exigencies, if the bidder is asked to extend the validity, the same should be without any deviation including no change in the price, failing which their offer will be rejected.

- 2.0 The renderers shall demolish Existing Brick work & Lintel beam above main entrance door, remove main entrance door, Cutting & Fabricating Puff Panelling. Construction of R.C.C Slab, Ramp & Steps, Making Flush door shutter at main entrance, False ceiling, S.S Hand railing, flooring and wall tile work as per the instruction of the Engineer in-charge, dispose off the debris & other unserviceable material to the municipal dumping ground, with due permission of the local authorities, at their own cost. The tenderer shall make

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Measurement sheet of Dismantle item before start of work and get sign from the Engineer In charges.

- 3.0 The entire work is to be completed in all respects **within 45 days** from the date of handing over the possession of the building. The work shall be commenced within a week from the date of acceptance letter of the Bank or the date of handing over of site whichever is later. The time is the essence of the contract and shall be strictly observed by the contractor.
- 4.0 The intending tendered shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The tendered should quote taking into account all the site conditions including traffic restriction for transport etc., for proper execution of the work. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.
- 5.0 The Contractor shall conform to the provisions of all local Bye-laws and acts relating to the demolition work and to the regulations etc. of the government and Local authorities including cordoning off the property from neighbouring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighbouring buildings etc. Before actually taking up the demolition of the building the contractor shall ensure proper dis-connection of Electrical power to the building and dis-connection of water supply and sanitary connection to the building.
- 6.0 The contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code. The contractor shall be responsible and he should indemnify the college for all injury/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness, accident or neglect of himself or of any of his workmen.
- 7.0 The contractor should indemnify the College from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the contractor. The indemnity bond format is enclosed to this document.

The contractor shall comply with the provisions of all labour legislations and shall keep the employer saved harmless and indemnified against any claims.
- 8.0 If the tender is accepted and the contractor fails to deposit the amount of performance guarantee or to execute the contract within the stipulated period, the earnest money shall be liable to be forfeited.
- 9.0 In case, the Tenderer alters/modifies /withdraws his bid after opening of the price bid and within the validity period, the tender submitted by the Tenderer shall be liable to be rejected and EMD forfeited.
- 10.0 The bidder should submit their quotation either on their letter head or by way of return of down loaded tender document duly filled, signed & stamped. If the tender document is attached with any communication or terms & conditions, the same should be on party's letterhead. Any terms submitted by the Tenderer in violation of above will not be accepted and the same is liable to be rejected.
- 11.0 The offer is liable from rejection if it contains deviations from specified terms & conditions.

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- 12.0 All cuttings & corrections in the bid document should be avoided and if it is unavoidable, it should be kept at bare minimum and it should be neatly cut and re written without overwriting and use of white fluid. All corrections should be duly signed by the contractor. In case the Tenderer resorts to many corrections including usage of white correction fluid in the tender document, the tender shall be liable for rejection.
- 13.0 The EMD & Tender cost should be submitted in a separate cover in the College The Principal office & scanned copy be uploaded along with the Technical Bid of tender document duly filled in.
- 14.0 The tendering can be abandoned without assigning any reasons. No compensation is payable for the efforts made by the contractor.
- 15.0 The subject work is indivisible and shall be awarded to single successful bidder.
- 16.0 No deviation to the tender conditions shall be accepted. All conditional tenders will be rejected.
- 17.0 Providing barricade along the demarked periphery of site using MS pipes/posts/ Structural Members and Coloured GI Sheeting up to all heights temporarily with all warning signs and removing the same after the completion of job. Complete including all necessary fitting as per specifications/ instructions of the Engineer-in- charge.
- 18.0 Providing, erecting, maintaining and removing temporary protective safety screens made out of specified fabric with all necessary fixing arrangement to ensure that it remains in position for the work duration as required by Engineer-in- Charge. Jute cloth/woven PVC cloth/ Geotextile.

19.0 DETAILS OF BANK ACCOUNT:

All the payments due to the Tenderer/contractor shall be paid by RTGS/NEFT giving the details of Account Number along with the name of the bank. The Tenderer shall provide details of their bank account, wherein payments are required to be made.

20.0 SETTLEMENT OF IRRECONCILABLE CONFLICT:

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings and/or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence as noted below (For exemplification "a" prevails over "b" to "j", "b' prevails over "c" to 'j' and so on).

- a) Letter of Acceptance along with statement of agreed variations.
- b) Telex/Telegram of Acceptance / e mail.
- c) Schedule of Rates as enclosure of letter of acceptance (Lo1).
- d) Special Conditions of Contract.
- e) CPWD Specification for 2009civil & electrical works 2013 with up to date correction slip.
- f) General Conditions of Contract.
- g) Indian Standards.
- h) Sound Engineering practice.

Stamp & Signature of Tenderer

*Technical Bid,
Hans Raj College, Delhi*

Signature & Stamp of Contractor

SPECIAL CONDITIONS OF CONTRACT (SCC)

1 GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunction with General Conditions of Contract 2014 (“**CPWD GCC 2014**”) with up to latest correction, CPWD Specifications (Vol. I & II) 2009 with up to date correction (for Civil works) and CPWD General Specifications for Electrical Works Part I Internal 2013 issued by the Central Public Works Department corrected up to date of execution of work, specifications of work, drawings and any other document forming part of this contract wherever the context so requires. All clauses and notes given in the CPWD GCC 2014 with up to date correction slips shall be applicable The contract.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the CPWD GCC 2014 is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of CPWD GCC 2014 with up to date correction slip only to the extent that such repugnancy’s of variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of CPWD GCC 2014 with up to date correction slip.
- 1.4 Whenever it is mentioned in the specification that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do at his own cost and the Contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant CPWD specification volume I , II & III Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instruction/ directions of Engineer-in-Charge will be binding on the Contractor.
- 1.6 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/ directions of the Engineer-in-Charge, which will be binding on the CONTRACTOR.

2 TENDER DOCUMENT AND CLARIFICATION

2.1 Tender Document

Transfer of tender document issued to one intending bidder is not permissible to another.

2.2 Clarification Requests by Bidder

- 2.2.1 Although the details presented in this tender document consisting of Conditions of Contract, Scope of Work, Technical Specifications and Drawings have been compiled with all reasonable care, it is the Bidder’s responsibility to ensure that the information provided is adequate and clearly understood.
- 2.2.2 Bidder shall examine the tender document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification in pre bid

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meeting. Such clarification requests shall be directed to bid issuing authority. Please note offer should not contain any deviation.

- 2.2.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.
- 2.2.4 The detail Drawings can be seen in Architect office in any working day between 10.00 am to 5.00pm.

2.3 **Confidentiality of Document:**

Bidder shall treat the tender document and contents thereof as confidential.

3 RATES & TAXES

- 3.1 The rates given in the schedule of rates are inclusive of octroi, terminal tax, royalty and other taxes including GST. The rates quoted in the tender are applicable till the completion of the contract.
- 3.2 The rates are for complete work including cost of all materials, labour, tools and plants etc. unless otherwise specified.
- 3.3 The College shall provide water and electricity required for the work at one point and contractor shall make his own arrangement for further distribution at his own cost. Hans Raj College will deduct 1% for water & 1% for electricity on the cost of actual work done from vendor bills for the same.
- 3.4 The Rates of Extra Items shall be paid as per CPWD GCC Clause 12.

4 TIME SCHEDULE

- 4.1 The work shall be executed strictly as per time schedule given as parts of this Bidding Document vide **Annexure-I** to SCC.
- 4.2 The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date of handing over of site to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation as per Tender clause 4.10.
- 4.3 In any case in which under any clause or clauses in this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the Engineer-in-Charge on behalf of the Hans Raj College shall have power to adopt any of the following courses, as he may deem best suited to the interests of Hans Raj College:
- a) To rescind the contract, and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Hans Raj College.
 - b) To employ labour paid by the HANS RAJ COLLEGE and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certification of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him

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with the value of the work done, in all respects in the same manner at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work had been executed by him of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive, shall be borne and paid by the original contractor and may be deducted from any money due to him by Hans Raj College under the contract or otherwise or from his security deposit or the proceeds of sale thereof or sufficient part thereof.
- 4.4 In the event or any of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claims to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum of or for any work therefore actually performed under this contract, unless and until the Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.
- 4.5 In any case in which any of the powers conferred upon the Engineer-in-Charge shall have become exercisable, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers (a) or (c) vested in him under the preceding clause 4.3 he may, if he so desires take possession of all or any tools, plant, material and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part hereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate hereof shall be final, otherwise the Engineer-in-Charge may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may be remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Engineer-in-Charge as to the expense or any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the contractor.

4.6 TIME & EXTENSION FOR DELAY

- 4.6.1 If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-Charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such

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extension of time, if any as may, in his opinion be necessary or proper. The Principal, HANS RAJ COLLEGE empowered to give the time extension.

- 4.6.2 If, in the opinion of the Employer/Architect the works be delayed
- i. by force majeure, or
 - ii. by reason of any exceptionally inclement weather, or
 - iii. by serious loss or damage by fire or
 - iv. by reason of instruction from the employer in consequence of proceedings taken or threatened
 - v. by or disputes, with adjoining or neighbouring or
 - vi. by the works, or delay, of other contractors or tradesmen engaged or nominated by the employer and not referred to in the specification or
 - vii. by reason of authorized extra and additions or
 - viii. by civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - ix. from other cause which the employer may consider are beyond the control of the contractor, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of the time for completion in respect therefore.
- 4.6.3 In the event of the employer failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.
- 4.7 The contractor shall deliver in the office of the Principal, Hans Raj College on or before the 10th day of every day month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and prices mentioned in the contractor or in the Schedule of Rates in force in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at the date thereof he has or may claim to have against the Engineer-in-Charge under or in respect of or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to any such claims not so included whatsoever be the circumstances.
- 4.8 Without prejudice to the rights of HANSRAJ COLLEGE under any clause herein after contained on completion of the work, the contractor shall be furnished with a certificate by the Principal, Hans Raj College of such completion; but no such certificate shall be given or shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all woodwork, door walls, floors, or other parts of any building in/upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, Engineer-in-charge may at the expenses of the contractor remove such scaffolding, surplus materials and rubbish dispose of the same as he think fit and clean off such dirt as aforesaid; and the contractor forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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4.9 Contractor shall give every day a report on category-wise labour and equipment deployed along with the progress of work done on previous day in the Performa prescribed by the Engineer-in-Charge.

4.10 COMPENSATION FOR DELAY

4.10.1 If the contractor fails to maintain the required progress in terms of Annexure 'I' or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'Annexure IV' (whose decision in writing shall be final and binding) may decide on the amount of executed value of the work for every completed day/month (as applicable) that the progress remains below than specified in Annexure 'I' or that the work remains incomplete.

(i) Compensation for delay of work @ 0.5 % per week of delay to
be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the executed value of work or of the executed value of the item or group of items of work for which a separate period of completion is originally given.

4.10.2 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Hans Raj College. In case, the contractor does not achieve a particular milestone mentioned in Annexure 'I' the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**4.11 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATION OF BAD WORK
MAN SHIP**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-In-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the Principal HRC in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge

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specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

5 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING ORDERS ETC.

5.1 Work to be executed in accordance with Specifications & Drawing:

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in the office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

5.2 Removal of employees, workmen and foremen:

5.2.1 The Engineer-in-Charge shall have full powers at the all times to subject to the employment of any workmen, foreman of other employee on the works by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-Charge requesting removal of any such man from the work, the contractor shall comply with the request forthwith.

5.2.2 No such workman, foremen or other employee after his removal from the works by request of the Engineer-in-Charge shall be re-employed or re-instated on the works by the contractor at anytime, except with the previous approval in writing of the Engineer-in-Charge. The contractor shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such workmen, foremen or other employee.

5.3 Alteration in specification and design, do not invalidate contracts

The Engineer-in-Charge shall have power to make any alterations in or omission from additions, to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, additions, or substitution shall not invalidate the contract; and any altered, additional or substituted work

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which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rates entered in the schedule of rates of the district subject to the same percentage above or below as included in the contract, and if such class of work is no entered in the schedule or rates of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge and Principal do not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure is regard thereto before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid to such rate or rates as shall be fixed by the determination of the rate as aforesaid to such rate as shall be fixed by the Engineer-in-Charge. In the event of dispute the decision of the Principal will be final.

5.4 No compensation for alteration or restriction work to be carried out

- 5.4.1 If at any time after the commencement of the work the HANS RAJ COLLEGE shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fetch to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full that which he did not derive in consequence of the work not having been carried out neither shall be have any claim for compensation by reasons of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.
- 5.4.2 The bid and all details submitted by the Bidder subsequently shall be signed & stamped by company's seal on each page in token of acceptance by a person, legally authorized to enter into agreement on behalf of the Bidder. The same person, if any, shall also sign Corrections/ alternation. Bidder shall submit Power of Attorney in favour of the person who signs the bid & subsequent submissions on behalf of the Bidder.

5.5 Action and compensation payable in case of bad work

As per clause 16 of GCC.

5.6 Works to be open to inspection:

All work under or in course of execution or executed in pursuance of the contract shall at all times to open to the inspection and supervision of the Engineer-in-Charge and his subordinates and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present for that purpose. Orders given to the contractor's agent shall be considered to have force as if they had been given to the contractor himself.

5.7 **Notice to be given before work is covered up:**

The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate-on-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, and work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

5.8 **Contractor liable for damage done and for imperfections for 1 month after certificate**

If contractor or his work people, or servant shall break, deface, injure or destroy any part of a building, if they may be working on any building, road, fence, enclosure, or grass land, cultivated ground contiguous to the premises on which work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or in any imperfections become apparent in it within six months after a certificate final of other its completion shall have been given by Engineer-in-Charge as aforesaid, the contractor shall make the same good at his own expense, or in default the Engineer-in-Charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit.

5.9 **Contractor to supply plant ladders, scaffoldings, etc.**

The contractor shall supply at his own cost all materials except such special materials, if any, as may in accordance with the supplied from the Engineer-in-Charge's stores, plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expense of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

5.10 All Quality Test of material like Wood, Coarse sand, Brick, Reinforcement, Stone Aggregate, Cement, Tile, Granite, Kota, Stainless steel, Aluminium, Structural steel, Paint, Glass etc all bulk item to done by vendor through ISO certified Lab and submitted to college with their running bill. No Extra payment will be made for these test.

6 Labour Employment

6.1 Age:

No labour below the legally permissible age shall be employed on the work.

6.2 Minimum Wages:

The contractor shall pay not less than fair wages applicable to the totality to labour engaged by him on the work. All other labour laws as applicable in the locality shall be adhered to.

6.3 Contribution of EPF and ESI:

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

6.4 Accommodation:

The contractor shall make his own arrangements for providing accommodation for labour as may be required in accordance with local regulations. The Client shall provide necessary space for making hutments which shall be cleared on completion of work.

In respect of all labour directly or indirectly employed in the work or performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with regulations for hutting accommodation of local labour laws.

6.5 Contractor liable for payment of compensations to injured workman, or in case of death

6.5.1 In every case in which by virtue of the provision of Section 12, sub-section(I) of the Workmen's Compensation Act, 1923, HANS RAJ COLLEGE is obliged to pay compensation to workmen employed by the contractor, in execution of works HANS RAJ COLLEGE will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of HANS RAJ COLLEGE under Section 12, sub-section (2) of the Act, HANS RAJ COLLEGE shall be liberty to recover such amount of any part thereof by deducting in from the contract or otherwise.

6.5.2 HANS RAJ COLLEGE shall not be bound to contest any claim made against it under Section 12, sub-section (I) of the said Act except on the written request of the contractor and his upon giving to HANS RAJ COLLEGE full security for all costs for which HANS RAJ COLLEGE might become liable in consequence of contesting claim.

7 WORK NOT TO BE SUBLET

7.1 Contract may be rescinded and security deposit forfeited for subletting.

7.2 The contract shall not be assigned or sublet without the written approval of the Principal and if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or if any bribe, gratuity, gift, loan requisite reward or advantage, pecuniary or otherwise; shall either directly or indirectly be given promised or offered by the contractor, or any of his servants or agents to any officer or person in the employ of HANS RAJ COLLEGE in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Principal may thereupon by notice in writing rescind the contract and the security deposit of the contract shall thereupon by notice in writing rescind the contract and the security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of HANS RAJ COLLEGE and the same consequence shall ensure as if the contact had been rescinded under Clause 7.1 thereof .

8 **Site Visit:**

Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment, and shall collect all other information which he may require for preparing and submitting the bid and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

9 **PREPARATION OF BIDS**

9.1 **Bid Validity:**

Bid shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the Bid. The Bidder shall not be entitled during the said period to revoke or cancel his bid or to vary the bid except and to the extent required by Principal, Hans Raj College in writing. In case of Bidder revoking or cancelling his bid or varying any term in regard thereof, the Principal, Hans Raj College shall forfeit the earnest money paid by him along with bid. Bid shall be revalidated for extended period as required by Principal, Hans Raj College in writing. In such cases, unless otherwise specified, it is understood that validity is sought and provided without varying either the quoted price or any other terms & conditions of bid finalized till that time.

9.2 **Cost of Bidding:**

All direct and indirect costs associated with the preparation and submission of bid (including but not limited to clarification meetings and site visit, if any), shall be to Bidder's account and the Principal HansRaj College will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9.3 **Applicable Language:**

The bid and all correspondence incidentals to and concerning the bid shall be in the English Language. For supporting document and printing literature submitted in any other language, an accurate English Translation shall also be submitted. Responsibility for correctness in translation shall lie with the Bidder.

The bid and all details submitted by the Bidder subsequently shall be signed & stamped by company's seal on each page in token of acceptance by a person, legally authorized to enter into agreement on behalf of the Bidder. The same person, if any, shall also sign Corrections/ alternation. Bidder shall submit Power of Attorney in favour of the person who signs the bid & subsequent submissions on behalf of the Bidder.

9.4 **"Corrections and Alterations"**

9.4.1 Tenderers are required to fill in the tender documents with due care so as to avoid any cutting/ corrections/ alterations in the entries made in the tender papers.

9.4.2 In case any corrections are required, the original writing shall be neatly cut/ penned through and re-written nearby. **No overwriting or eraser of original writing by use of " white fluid" or otherwise is permitted**, in case any eraser using white correcting fluid is found, the tender shall be liable to be rejected.

9.4.3 The Tenderer with date shall sign all corrections/cutting/alterations in full. Numerical figure shall be written both in figure as well as words.

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10 EARNEST MONEY DEPOSIT

- 10.1 Original EMD in The form of DD /FDR shall be deposited in HRC before the opening of Technical Bid and Scanned copy up loaded.
- 10.2 If the Bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the Principal, Hans Raj College has given opportunity to do so, the earnest money shall be liable to be forfeited.
- 10.3 Principal HansRaj College may at any time cancel or withdraw the Invitation to Bid without assigning any reason and the earnest money submitted by Bidder will in such case be refunded to him.
- 10.4 After acceptance of order by successful Bidder, the earnest money will be returned to all unsuccessful bidders. Earnest Money shall be returned to the successful Bidder after he has furnished the Performance Guarantee to the Principal HansRaj College or the same shall be adjusted against Security deposit Amount.

11 SCHEDULE OF RATES

- 11.1 The Schedule of Rates shall be read in conjunction with all other sections of tender document.
- 11.2 The rates quoted by the Bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise.
- 11.3 Rates/ amount must be filled in format for 'Schedule of Rates' enclosed as part of tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected. In any case Bidder shall be presumed to have quoted against the tendered description of work and the same shall be binding on Bidder.
- 11.4 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the tender document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, Special Condition of Contract or any other part of tender document, the item quoted rate will be deemed to be inclusive of cost incurred for such activity.
- 11.5 The rate shall include all expenditure incurred towards mobilisation and de-mobilisation including all Taxes & GST.
- 11.6 All rates set forth in Bidder's quotation shall be in Indian Rupees unless otherwise instructed. Bidder shall quote rates both in figures as well as in words, failing which the bid is liable to be rejected.

11.7 Compliance to Tender Requirement

Principal HansRaj College expects Bidder's compliance to requirement of tender document without any deviation. In any case, no exception or deviation shall be accepted to the following clauses of tender document:

- i) Earnest Money Deposit
- ii) Bid Validity Period
- iii) Performance Guarantee / Security Deposit
- iv) Defect Liability Period
- v) Termination
- vi) Scope of Work Supply

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- vii) Force Majeure
- viii) Arbitration
- ix) Guarantees
- x) Schedule of Rates
- xi) Price Reduction
- xii) Payment terms

12 SUBMISSION OF TENDER

12.1 One Bid per Bidder

Bidder shall submit only one bid either by himself or as a partner in a joint venture. A bidder, who submits or participates in more than one bid, will be disqualified.

13 AWARD OF WORK

13.1 Award of Work

The Bidder, whose bid is accepted by Principal HansRaj College , shall be issued Fax of Acceptance / Letter of Acceptance (FOA/ LOA) prior to expiry of bid validity. Bidder shall confirm acceptance by returning signed copy of the FOA /LOA as will be intimated to him.

Principal HansRaj College shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful bidders, Principal HansRaj College shall correspond only with the successful bidder(s).

13.2 Contract Document

13.2.1 The successful Bidder shall be required to execute a formal agreement in accordance within 15 days of Dates to start the work.

13.2.2 Contract Documents to be signed between Principal HansRaj College & selected Bidder shall consist of the following:

- i) Agreement on stamp paper of appropriate value
- ii) Letter of Acceptance/ Fax of Acceptance
- iii) Original tender document along with set of drawings as terms & condition.
- iv) CPWD GCC 2014 with up to date correction slip.

13.2.3 Contract agreement shall be made on the non-judicial stamp paper of appropriate value. Cost of stamp paper shall be borne by Contractor.

14 THE SITE LOCATION

14.1 HANS RAJ College is in North Campus of Delhi University on Mahatma Hans Raj Marg near Malka Ganj, Delhi -110007

15 RESPONSIBILITY OF CONTRACTOR

15.1 It shall be the responsibility of the contractor to obtain the approval for any revision and/or modifications decided by the contractor from the Principal HansRaj College / Engineer-in-Charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Principal HansRaj College / Engineer-in-Charge shall be carried out at no extra cost to the Principal HansRaj College . Any change required during functional requirements or for efficient running of system, keeping the basic parameters unchanged and which has not been indicated by the contractor in the data/ drawings furnished along with offer will be carried out

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- by the contractor at no extra cost to the Principal HansRaj College .
- 15.2 All expenses towards mobilisation at site and de-mobilisation including bringing in equipment, work force, materials, dismantling the equipment, work force, materials dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 15.3 It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances (as applicable) to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules.
- 15.4 Preparing approaches and working area for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be responsibility of the contractor. The contractor shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation.
- 15.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items. Contractor shall not use any of the equipment or materials issued to him by Principal HansRaj College for installation purposes for laying temporary lines, manufacturing erection aids etc. Misuse of materials will be seriously viewed and deductions at penal rates will be made from the contractor's bills for such quantities that are misused.

16 SECURITY DEPOSIT

16.1 PERFORMANCE GUARANTEE

- 16.1.1 The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the 15 days of award of contract. This guarantee shall be in the form of Bank Draft / FDR / Bank Guarantee on any Scheduled Bank in favour of Principal, HANS RAJ College payable at New Delhi. In case the contractor fails to deposit the said performance guarantee within 15 days the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest money deposited at the time of application will become part of Performance Guarantee for Civil component.
- 16.1.2 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest after final Bill.
- 16.1.3 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of Principal, Hans Raj College.

16.2 SECURITY DEPOSIT

- 16.2.1 The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Principal, Hans Raj College at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill.

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- 16.2.2 The CONTRACTOR will be permitted to furnish a Bank Guarantee / FDR on any Scheduled Bank in favour of Principal, HANS RAJ College payable at New Delhi for the full / part Security deposit as specified above of the Total Contract Value, in advance, in which case, and no deductions shall be made from his running bills towards security deposit of equivalent amount drawn valid up to 12 months from the virtual date of completion.
- 16.2.3 The CONTRACTOR may, at any time and from time to time, during the course of or after completion of the work, with the permission of the PRINCIPAL HANSRAJ COLLEGE , substitute his cash security deposit, including retention money(ies) deducted from his bills and lying with the PRINCIPAL HANSRAJ COLLEGE , by Bank Guarantee(s) in the prescribed performa from a Scheduled Bank in India acceptable to the PRINCIPAL HANSRAJ COLLEGE and withdraw the equivalent cash amount(s).
- 16.2.4 The Security deposit including the Earnest Money/ Performance Guarantee (ies), and other withheld amounts from the Running Account Bill(s), if any, at any time remaining in the hands of the PRINCIPAL HANSRAJ COLLEGE , shall be free of any liability for payment of any interest to the CONTRACTOR
- 16.2.5 The Security deposit shall remain valid till the expiry of the maintenance period (i.e. up to 12 month from the date of completion of the work) SD will be uploaded after payment of final bill and expire of date of defect liability period.

17 DRAWINGS

- 17.1 The drawings accompanying the bidding document are indicative of scope of work and are issued for bidding purpose only. These drawings indicate the general scheme as well as the layout to enable the bidder to make an offer in line with the requirements of the Principal HansRaj College .

18 INCOME TAX

- 18.1 TDS For income Tax at the prevailing rate as applicable from time to time shall be deducted from Contractors bills as per Income Tax Act, and contracted price shall be deemed to include this.

19 GST-CONTRACTOR

- 19.1.1 The contractor should also submit valid GST Registration & PAN Number.
- 19.1.2 The responsibility of deposition of GST shall be on contractor / Service Provider. at the prevailing rate as applicable from time to time shall be deducted from contractor's bills as per Delhi Govt. Rules and contracted price shall be deemed to include this.

20 PRICE ESCALATION

- i) No Price escalation during the duration of project up to completion.

21 SITE CLEANING

- 21.1 The Contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.
- 21.2 Working site should be always kept cleaned up to the entire satisfaction of the Engineer-in-Charge. Before handing over any work to Principal HansRaj College , the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Engineer-in-Charge.

22 CONSTRUCTION EQUIPMENT

- 22.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools & tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Principal HansRaj College . The Principal HansRaj College shall supply no Equipment.

23 LEADS

- Rates Quote in the Tender shall be for all leads, lift, etc. Rates are applicable uniformly for all floors
- 23.1 For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in the Technical Specifications.

24 EXECUTION OF WORK

- 24.1 Contractor shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.
- 24.2 Various procedures and method statements to be adopted by Contractor during the construction as required in the respective specifications shall be submitted to Principal Hans Raj College in due time for approval. No such activity shall commence unless approved by Principal Hans Raj College in writing.
- 24.3 The Contractor shall carry out required supervision as per Quality Assurance Plan and furnish all assistance required by the Principal Hans Raj College in carrying out inspection work. The Principal Hans Raj College will have authorized representatives present who are to have free access to the work at all times. If an Principal Hans Raj College 's representative notifies the Contractor's representative of any deficiency, the Contractor shall make every effort to carry out such instructions consistent with best industry practice.

25 PROTECTION WORK

Providing barricade along the demarked periphery of site using MS pipes/posts/ Structural Members and Coloured GI Sheeting temporarily with all warning signs, Supporting M.S Frame, M.S structure and removing the same after the completion of job. Complete including all necessary fitting as per specifications/ instructions of the Engineer-in- charge. No payment shall be given to vendor for this work.

26 ELECTRICAL WORKS

- 26.1 Subject to provisions the inspection and tests as required under Indian Electricity Rules-1956 & prescribed in IS.:732 (Part-III)-1982 shall be conducted.

27 COORDINATION WITH OTHER AGENCIES

- 27.1 The work shall be carried out in such manner that the work of other agencies operating at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the Contractor and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.

28 FRONTS FOR WORKS WHERE OTHER AGENCIES ARE ALSO INVOLVED

- 28.1 The work involved under this contract include such works where other agencies might also be working with the same area and part of the job shall have to be taken up and completed after other agencies have completed their job. The contractor will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any nature whatsoever shall be admissible to the contractor on this account

29 SITE ORDER BOOK

- 29.1 The contractor shall also maintain an order book at the site of each of the works wherein the instructions of the Engineer-in-Charge or his representative about the work shall be recorded. The order book shall be the property of the employee & the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor or his representative on the site must sign the book once a day in token of his having perused the orders give therein.

30 MEASUREMENT OF WORK

In addition to the provisions of latest CPWD Specifications and associated provisions thereof, all the works shall be measured in accordance with relevant Schedule of Rates/ Specifications/ BIS Codes etc. or/and as decided by the Engineer-in-Charge.

31 PAYMENT TERMS

- 31.1 Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book and with its pages machine numbered. The Engineer-in- Charge and/or his authorized representative would thereafter check this MB.
- 31.2 The Engineer-in- Charge and/or his authorized representative would thereafter check this Measurement Sheet. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements and its pages machine numbered.

32 ADVANCES

32.1 MOBILISATION ADVANCE

No Mobilisation advance is payable.

32.2 SECURED ADVANCE

No Secured Advance is payable.

33 DEDUCTIONS FROM CONTRACT PRICE

- 33.1 All costs, damages or expenses that the Principal (HRC) may have paid, for which under the Contract the Contractor is liable, shall be claimed by Principal (HRC). The Principal HansRaj College shall bill all such claims, regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of corresponding bills and if not paid by the Contractor within the said period, The Principal (HRC) may then deduct the amount, from any amount due or becoming due to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Principal HansRaj College of such claims.
- 33.2 Deductions of amount due to Hans Raj College on any account whatsoever to be permissible from sums payable to a contractor.
- 33.3 Any excess payment made to the contractor inadvertently or other-under this contract or any account whatever and any other sum found to be due to Hans Raj College by the contractor in respect of this contract, or any others contract or work-order or any account whether, may be deducted from any sum whatsoever payable by Hans Raj College to the contractor either in respect of this contract or any work contract or any other account by any other department of the Government.

34 GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 34.1 This Agreement, including any non-contractual obligations arising out of or in connection with this Agreement, shall be governed by Indian law and the courts at Delhi shall have the exclusive jurisdiction.
- 34.2 If any dispute, controversy or claim of whatever nature arises under, out of or in connection with this Agreement, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with this Agreement (a "Dispute"), the Parties shall use all reasonable endeavours to resolve the matter amicably within a period of 30 (thirty) from the date of notification of any such dispute by one party to another.
- 34.3 All Disputes, which are unresolved pursuant to Clause 37.2 and which a Party wishes to have resolved, shall be referred upon the application of either Party to, and finally settled under, the Arbitration and Conciliation Act, 1996 ("Act"). The Architect shall be the sole Arbitrator. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English.
- 34.4 The arbitrator shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction. Each Party retains the right to seek interim or provisional measures, including injunctive relief and including pre-arbitral attachments or injunctions, from any court of competent jurisdiction and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.
- 34.5 If the dispute or difference pertains to the under noted matter (called excepted matters) the decision and in writing of the Employer shall be final conclusion and binding on the parties:
- a) Instructions
 - b) Transactions with local authorities.

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- c) Proof of quality of materials.
- d) Assigning or under letting of the contract.
- e) Correction of defects pointed out during the defects liability period.
- f) Certificate that the contractor has abandoned the contract.
- g) Notice of the determination of the contract by the employer.

35 CONSTITUTION OF FIRM

- 35.1 In case of Tenderers make any change in constitution of the firm shall be forthwith notified by the contractor to Engineer-in-Charge for his information. The prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of relevant clause hereof and same action may be taken and the same consequence shall be ensured as provided in the said clause.

36 HEALTH, SAFETY & ENVIRONMENT

- 36.1 Contractor shall include in his offer the Health, Safety & Environment policy containing the overall safety management and procedures that is required to be adhered to during the execution of contract. After the award of the contract detailed Health, Safety & Environment policy/ plan to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to. It is responsibility of the contractor to ensure adherence of all safety requirements as suggested by Principal HansRaj College during course of execution.
- 36.2 The contractor shall provide upon the works, to the satisfaction of the Engineer-in-Charge and at such place as he may appoint proper and sufficient live saving, fire fighting and first aid appliances, which shall at all times be available for use.

(STAMP & SIGNATURE OF BIDDER)

APPENDIX SHOWING IMPORTANT SCHEDULES

1	SIGNING THE AGREEMENT	Within 15 Days after issue of letter of intent / order
2	DATE OF COMMENCEMENT OF WORK	Within 7 days of issue of letter of intent / order or the date on which the Contactor is given the site whichever is later
3	PERIOD OF COMPLETION	45 Days from the date of commencement of work
4	LIQUIDATED DAMAGES	0.5% of contract amount per week of delay subject to the maximum of 10% of the executed value of work
5	ADVANCES	No Advance
6	PERIOD AND VALUE OF RUNNING / ON ACCOUNT BILL	75% of amount within 15 days after date of receipt of architect certificate and balance with in next 30 days.
7	PERFORMANCE GUARANTEE	As per clause no. 16.1
8	SECURITY DEPOSIT	As per clause no. 16.2 It may be noted that the Security Deposit shall not be refunded/ released prior to passing of final bill. The Security deposit shall remain valid till the expiry of the maintenance period (i.e. up to 1 Year from the date of completion of the work and handing over the site) Details are at Clause no. 16 of SCC
9	PAYMENT TERMS	As per clause no. 31
10	INCOME TAX	As per prevailing rate for each bill
11	DEFECTS LIABILITY PERIOD	12 Months after completion of work.
12	Labour Cess	As per present rate from each bill

(SEAL & SIGNATURE OF THE TENDERER)

AGREEMENT

AN AGREEMENT is made this..... Day oftwo thousand between the Hans Raj College, a institute and with its at Malka Ganj, Delhi – 110007, which expression shall include its successor, unless repugnant to or excluded by the contract here of and assignees of and represented by its Principal, Hans Raj College the first party (hereinafter called the Principal) and by its sole Proprietor/Partner/Managing Director..... Residence of..... (which expression shall be including his/its successor's heirs, executors, representatives and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Hans Raj College had, under Notificationdated invited tenders for the work of **FINISHING OF LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK FOR HANS RAJ COLLEGE, DELHI.**

WHEREAS the contractor has submitted tender for carrying out the work of **LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK FOR HANSRAJ COLLEGE, DELHI.** as per the tender documents page 1 to page and has represented that in conformity with his/its obligation contained in the tender including modifications / correction slips / corrigendum contained if any shall carryout the same truly, faithfully and honestly.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance issued party No.1 annexed here to as.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date month and year referred to above.

Date:

At New Delhi

WITNESS:

Party No.1

Party No.2

FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

In consideration of the **PRINCIPAL, HANS RAJ COLLEGE** (hereinafter called "the Principal") having offered to accept the terms and conditions of the proposed agreement between **PRINCIPAL, HANS RAJ COLLEGE** (hereinafter called "the Principal") and (hereinafter called "the said Contractor(s)") for the work **LIFT LOBBY INCLUDING CONNECTING PASSAGE OF LIBRARY BLOCK FOR HANSRAJ COLLEGE, DELHI.** (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees

..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Principal an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Principal stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the Principal any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till representative on behalf of the Principal certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Principal that the Principal shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Principal against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Principal or any indulgence by the Principal to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Principal in writing.

8. This guarantee shall be valid up tounless extended on demand by the Principal.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of for(indicate the name of the Bank)

MEASUREMENT OF WORKS

1.0 **GENERAL**

The measurement of the works executed shall be as per IS-1200 (latest) or as given in the tender documents.

1.1 The following Methodology shall be applied in order of precedence:

- a. Measurement of works shall be in accordance with item description of relevant item mentioned in Schedule of Rates.
- b. Measurement of works as mentioned in Standard Specification/ Job Specification.
- c. In case the clarity is not in the above documents, then it shall be as per BIS and if it does not exist in BIS also, then Measurement of works shall be as decided by Engineer-in-Charge.

1.2 Actual quantities of completed measured and accepted work shall only be paid. Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-Charge. Measurement shall be based on "Approved for Construction" drawings, to the extent that the work conforms to the drawings and details are adequate.

1.2 Amount of the work may be increased/ decreased and any item omitted or substituted in accordance with the requirement of the Hans Raj College and no claim on this account shall be entertained

1.1 Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, Contractor shall take physical measurements in the presence of Engineer-in-Charge.

1.2 No other payment either for temporary works connected with this Contract or for any other item such as weld, shims, packing plates etc. shall be made. Such items shall be deemed to have included for in the rates quoted.

1.5 Measurements will be made for various items under schedule of rates on the following basis as indicated in the unit column (column 3 of schedule of rates):

- | | | | |
|-------------|-----------|------------|-------|
| i) Weights | MT or Kg | iv) Volume | Cu.M. |
| ii) Length | M (Meter) | v) Area | Sq.M. |
| iii) Number | No. | | |

1.6 Wherever the unit of items has been indicated as lump sum, the payment shall be made on lump sum basis on completion and no mode of measurement shall be applicable.

1.7 All further mode of measurements not covered in above clauses shall be measured in accordance with relevant Schedule of Rates/ Specifications/ BIS Codes etc. and/or as decided by the Engineer-in-Charge.

1.8 **The contractor shall submit his running / final bill for the works measurement jointly recorded between the Contractor, Architect's Engineer and the Hans Raj College. The payment of final bill shall be made after affecting the due recoveries. The architect's certificate is final in this regard.**

(STAMP & SIGNATURE OF BIDDER)

INDEMNITY BOND FORMAT
**FINISHING OF LIFT LOBBY INCLUDING CONNECTING PASSAGE OF
LIBRARY BLOCK FOR HANS RAJ COLLEGE, DELHI.**

THIS DEED OF INDEMNITY BOND is made on this _____ day of _____ month of year two thousand nine (_____) By M/s _____ duly represented by proprietor / one of its partners Sri _____, aged _____ years, son of Sri _____, residing at _____..

Where I am the authorized partner of M/s _____, and in response to the news paper advertisement, I had applied for the tender for the work of Finishing of Lift Lobby including Connecting Passage of Library Block For Hans Raj College, Delhi.

Whereas My company became successful in securing the subject work through competitive e-tendering and the work of Finishing of Lift Lobby including Connecting Passage of Library Block For Hans Raj College, Delhi has been awarded in our favour by Hans Raj College, Delhi.

And whereas for undertaking the Construction work & Demolition work, my company has entered into contract agreement on _____.

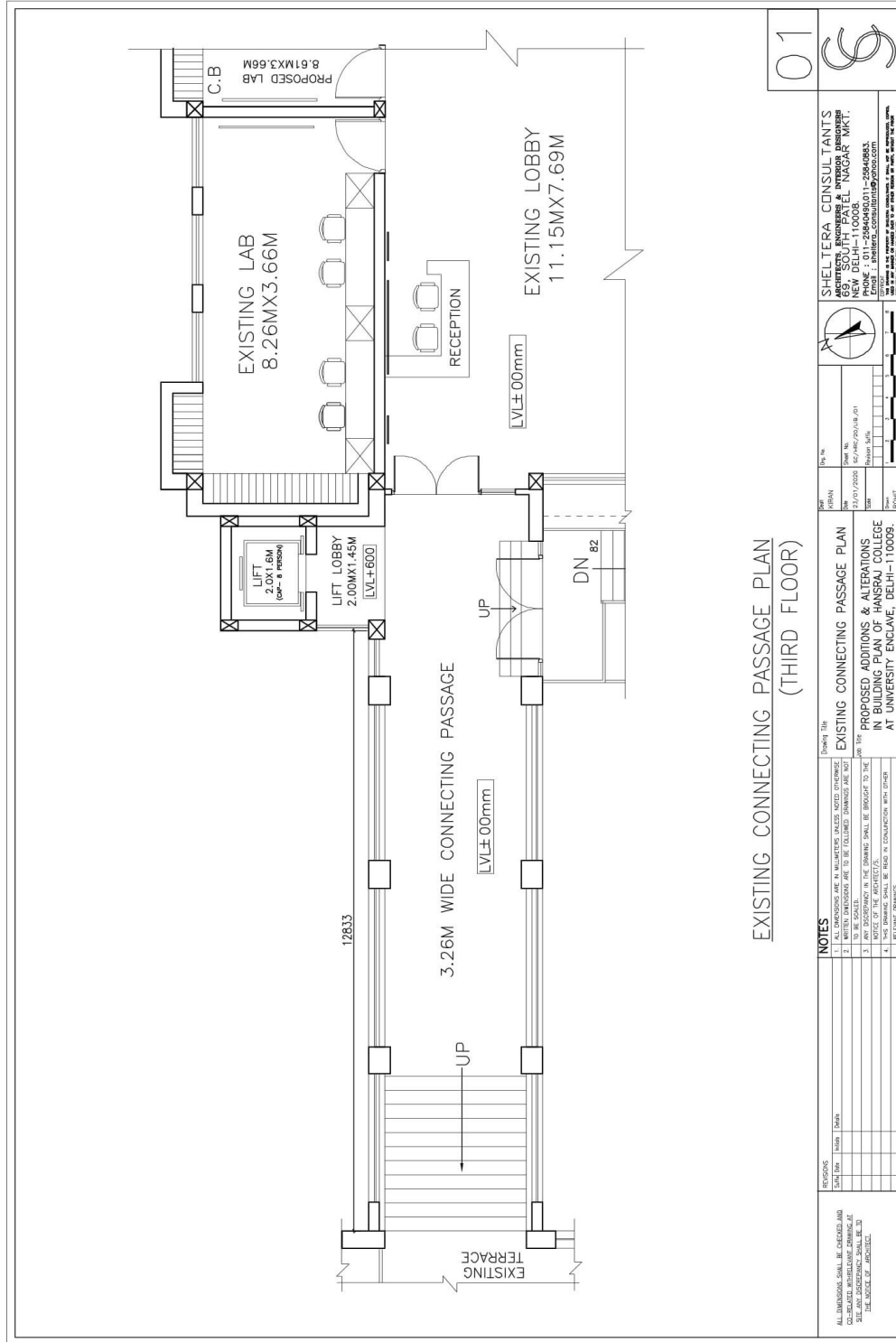
Now this Deed Witnessed that in pursuance of the aforesaid contract agreement **Dt._____** and in consideration of Hans Raj College having agreed to make payments on the running bills claimed by my company based on the works completed by my company in respect Finishing of Lift Lobby including Connecting Passage of Library Block For Hans Raj College, Delhi and referred to above, **I hereby undertake to indemnify and keep harmless the Principal, Hans Raj College & its project Architect from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, faulty demolition and for violating rules and regulations for which I shall be solely responsible.**

Signature of Contractor
With seal

LIST OF DRAWINGS

SL. NO.	TITLE
1.0	04 Nos.

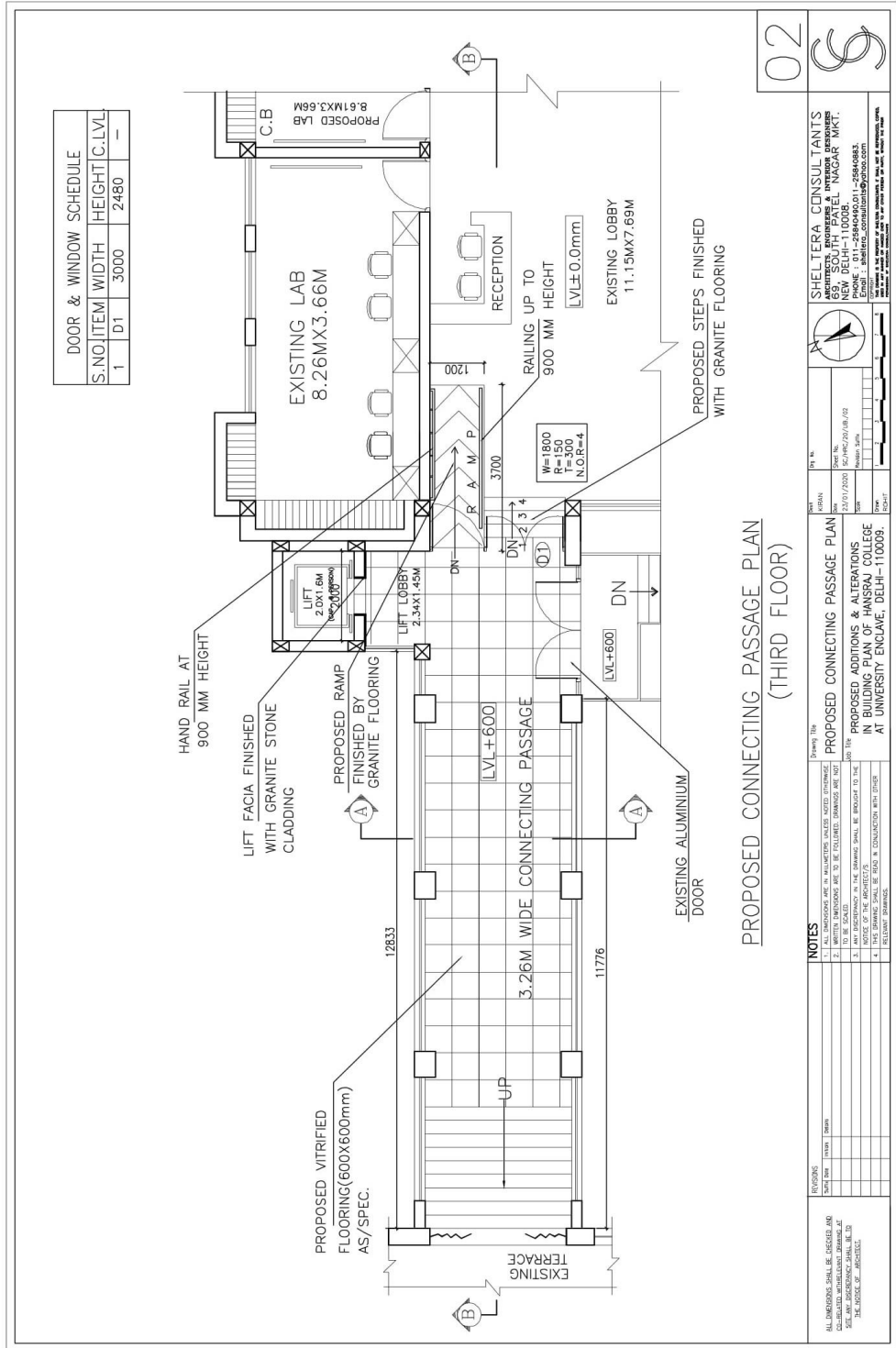
Note: The above drawings enclosed with tender are indicative and for general information only to help the bidder to have a better understanding of Scope of Work. The contents/ requirements may change, modify, alter, increase or decrease to any extent. Bidders are requested to note this & quote their rates/ prices accordingly.



EXISTING CONNECTING PASSAGE PLAN
(THIRD FLOOR)

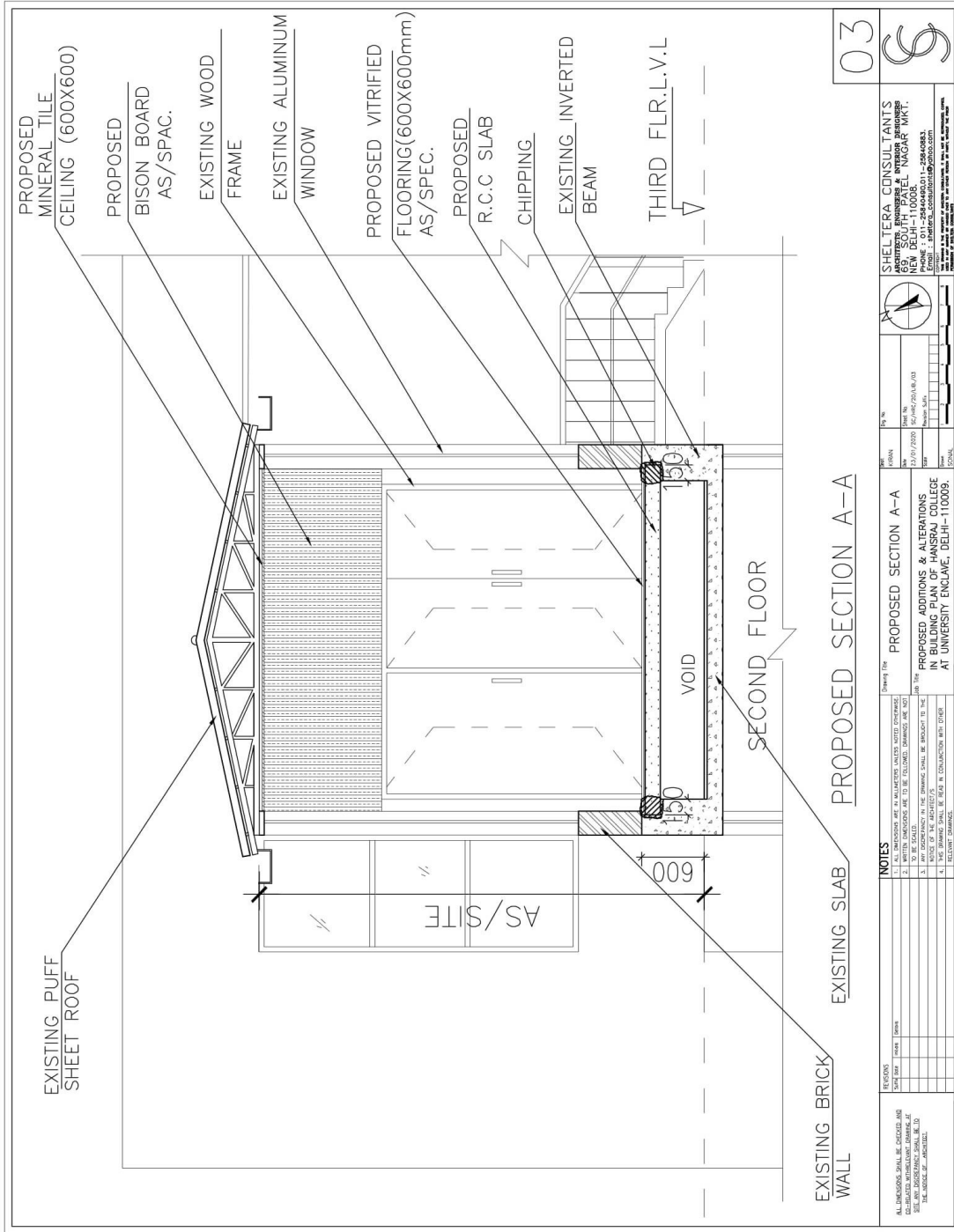
01

<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Sl. No.</th> <th>Date</th> <th>By</th> <th>Remarks</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Sl. No.	Date	By	Remarks									<p>NOTES</p> <ol style="list-style-type: none"> 1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE. 2. DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 3. FINISHES TO BE FOLLOWED UNLESS NOTED OTHERWISE. 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE. 	<p>Drawn By</p> <p>Checked By</p> <p>Date</p>	<p>Project Title</p> <p>Client</p> <p>Location</p> <p>Scale</p> <p>Sheet No.</p> <p>Total Sheets</p>
Sl. No.	Date	By	Remarks												
<p>EXISTING CONNECTING PASSAGE PLAN</p> <p>PROPOSED ADDITIONS & ALTERATIONS</p> <p>IN BUILDING PLAN OF HANSRAJ COLLEGE</p> <p>AT UNIVERSITY ENCLAVE, DELHI-110009.</p>															
<p>SHELTERA CONSULTANTS</p> <p>ARCHITECTS, ENGINEERS & INTERIOR DESIGNERS</p> <p>NEW DELHI-110008</p> <p>PHONE : 011-2946490, 011-2946493.</p> <p>WWW.SHELTERACONSULTANTS.COM</p>															



PROPOSED CONNECTING PASSAGE PLAN
(THIRD FLOOR)

<p>PROVISIONS</p> <p>SCALE: 1/20</p> <p>DATE: 12/07/2020</p>	<p>NOTES</p> <p>1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS SPECIFIED OTHERWISE.</p> <p>2. FINISH IMPRESSIONS ARE TO BE FOLLOWED. FINISHES ARE NOT TO BE CHANGED WITHOUT THE APPROVAL OF THE ARCHITECTS.</p> <p>3. ALL DIMENSIONS IN THE DRAWING SHALL BE REFERRED TO THE FINISH LINE UNLESS SPECIFIED OTHERWISE.</p> <p>4. THIS DRAWING SHALL BE USED IN CONSULTATION WITH OTHER DRAWINGS.</p>	<p>PROJECT No.</p> <p>12/07/2020</p> <p>SC/HRC/2019/10/02</p>	<p>DATE</p> <p>12/07/2020</p>	<p>SCALE</p> <p>1/20</p>	<p>PROJECT</p> <p>PROPOSED CONNECTING PASSAGE PLAN</p> <p>PROPOSED ADDITIONS & ALTERATIONS</p> <p>IN BUILDING PLAN OF HANSRAJ COLLEGE</p> <p>AT UNIVERSITY ENCLAVE, DELHI-110009.</p>	<p>CLIENT</p> <p>HANSRAJ COLLEGE</p>	<p>DESIGNER</p> <p>SHELTERA CONSULTANTS</p> <p>88/1 SOUTH PATEL NAGAR MKT.</p> <p>NEW DELHI - 110009</p> <p>PH: +91 11 26460001-26460003</p> <p>EMAIL: sheltera_consultants@yahoo.com</p>	<p>02</p>



03



SHELTERSA CONSULTANTS
 65 SHYAM SUKHAR NAGAR MKT.
 NEW DELHI - 110008
 Email: sheltersa_consultants@yahoo.com
 Phone: 011-26100000

Fig No.	03
Date	12/07/2020
Scale	1/4" = 1'-0"
Project	PROPOSED ADDITIONS & ALTERATIONS IN BUILDING PLAN OF HANSRAJ COLLEGE AT UNIVERSITY ENCLAVE, DELHI-110009.
Job No.	
Drawn By	
Checked By	
Scale	

PROPOSED SECTION A-A
 PROPOSED ADDITIONS & ALTERATIONS
 IN BUILDING PLAN OF HANSRAJ COLLEGE
 AT UNIVERSITY ENCLAVE, DELHI-110009.

REV	DATE	DESCRIPTION

- NOTES**
1. ALL DIMENSIONS SHALL BE IN METERS UNLESS OTHERWISE SPECIFIED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 3. TO BE EXACTLY AS SHOWN IN THE DRAWING SHALL BE WORKED TO THE LETTER.
 4. THE DRAWING SHALL BE READ IN CONJUNCTION WITH OTHER DRAWINGS.

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